



City of Peoria, Arizona Notice of Request for Proposal

Request for Proposal No **P09-0041** Proposal Due Date **February 12, 2009**
 Materials and/or Services **Adult Softball Officiating Services** Proposal Time **5 00 P M AZ Time**
 Contact **Terry Andersen**
 Project No _____ Location **City of Peoria, Materials Management** Phone **(623) 773-7115**
 Mailing Address **8314 West Cinnabar Avenue, Peoria, AZ 85345**

In accordance with City of Peoria Procurement Code competitive sealed proposals for the material or services specified will be received by the City of Peoria Materials Management at the specified location until the date and time cited above. Proposals shall be in the actual possession of the City of Peoria Materials Management on or prior to the exact date and time indicated above. Late proposals will not be considered, except as provided in the City of Peoria Procurement Code. **Proposals shall be submitted in a sealed envelope with the Request for Proposal number and the offeror's name and address clearly indicated on the front of the envelope.** All proposals shall be completed in ink or typewritten. Offerors are strongly encouraged to carefully read the entire Request for Proposal Package.

OFFER

To the City of Peoria The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below offers on its behalf to the City a proposal that contains all terms, conditions, specifications and amendments in the Notice of Request for Proposal issued by the City. Any exception to the terms contained in the Notice of Request for Proposal must be specifically indicated in writing and are subject to the approval of the City prior to acceptance. The signature below certifies your understanding and compliance with Paragraph 1 of the City of Peoria Standard Terms and Conditions (form COP 202) contained in the Request for Proposal package issued by the City.

For clarification of this offer contact

Name EA Johnson Telephone 602-432-4243 Fax 623-266-7213
ARIZONA USSSA Edward D Johnson
 Company Name Authorized Signature for Offer
18249 W. SPENCER DR EDWARD D JOHNSON
 Address Printed Name
SURPRISE AZ 85374-7310 STATE DIRECTOR / UMPIRE IN CHIEF
 City State Zip Code Title

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Peoria Use Only)

Your offer is accepted by the City, subject to approval of each written exception that your proposal contained. The contract consists of the following documents: 1) Request for Proposal issued by the City; 2) Your offer in Response to the City's Request for Proposal; 3) This written acceptance and contract award.

As the contractor, you are now legally bound to sell the materials and/or services listed by the attached award notice, based on the solicitation of proposals, including all terms, conditions, specifications, amendments and your offer as now accepted by the City. The Contractor shall not commence any billable work or provide any material, service or construction under this contract until the Contractor receives an executed Purchase Order or written Notice to Proceed.

Attested by Mary Jo Kief
 Mary Jo Kief, City Clerk

City of Peoria, Arizona Effective Date 4/1/09

Approved as to form Ellen Van Riper, Assistant City Attorney
Stephen M Kemp, City Attorney



CC _____

Contract Number ACON14209

Contract Awarded Date 3/17/09

Official File _____

J.P. de la Montaigne
 Community Services Director
Herman F. Koebergen, Materials Manager



REQUEST FOR PROPOSAL

INSTRUCTIONS TO OFFEROR

Materials Management Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone (623) 773-7115
Fax (623) 773-7118

1. **PREPARATION OF PROPOSAL**
 - a All proposals shall be on the forms provided in this *Request For Proposal* package. It is permissible to copy these forms if required. Telegraphic (facsimile) or mailgram proposals will not be considered.
 - b The Offer and Contract Award document (COP Form 203) shall be submitted with an original ink signature by a person authorized to sign the offer.
 - c Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the Vendor Offer.
 - d If price is a consideration and in case of error in the extension of prices in the proposal, the unit price shall govern. No proposal shall be altered, amended, or withdrawn after the specified proposal due date and time.
 - e Periods of time, stated as a number of days, shall be calendar days.
 - f It is the responsibility of all Offerors to examine the entire *Request For Proposal* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a Proposal confers no right of withdrawal after proposal due date and time.
- 2 **INQUIRIES** Any question related to the *Request For Proposal* shall be directed to the Buyer whose name appears on the front. The Offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing when time permits. The Buyer may require any and all questions be submitted in writing at the Buyer's sole discretion. Any correspondence related to a *Request For Proposal* should refer to the appropriate *Request For Proposal* number, page, and paragraph number. However, the Offeror shall not place the *Request For Proposal* number on the outside of any envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official *Request For Proposal* due date and time.
- 3 **PROSPECTIVE OFFERORS CONFERENCE.** A prospective offerors conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this document. The purpose of this conference will be to clarify the contents of this *Request For Proposal* in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this *Request For Proposal* or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment to the *Request for Proposal*. Oral statements or instructions will not constitute an amendment to this *Request for Proposal*.
- 4 **LATE PROPOSALS** Late Proposals will not be considered, except as provided by the City of Peoria Procurement Code. A vendor submitting a late proposal shall be so notified.
- 5 **WITHDRAWAL OF PROPOSAL:** At any time prior to the specified proposal due date and time, a Vendor (or designated representative) may withdraw the proposal. Telegraphic (facsimile) or mailgram proposal withdrawals will not be considered.
- 6 **AMENDMENT OF PROPOSAL.** Receipt of a Solicitation Amendment (COP Form 207) shall be acknowledged by signing and returning the document prior to the specified proposal due date and time.
- 7 **PAYMENT** The City will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any proposal that requires payment in less than thirty (30) calendar days shall not be considered.
- 8 **NEW** All items shall be new, unless otherwise stated in the specifications.
9. **DISCOUNTS:** Payment discount periods will be computed from the date of receipt of material/service or correct invoice, whichever is later, to the date Buyer's payment is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the proposal price in determining the low bid. However, the Buyer shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.
- 10 **TAXES** The City of Peoria is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.
- 11 **VENDOR REGISTRATION** After the award of a contract, the successful Vendor shall have a completed Vendor Registration Form (COP Form 200) on file with the City of Peoria Materials Management Division.
- 12 **AWARD OF CONTRACT**
 - a Unless the Offeror states otherwise, or unless provided within this *Request For Proposal*, 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.
 - b Notwithstanding any other provision of this *Request For Proposal*, The City expressly reserves the right to
 - (1) Waive any immaterial defect or informality or
 - (2) Reject any or all proposals, or portions thereof, or
 - (3) Reissue a *Request For Proposal*
 - c A response to a *Request For Proposal* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Request For Proposal* and the written amendments thereto, if any. Proposals do not become contracts unless and until they are accepted by the City Council. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Request For Proposal*; unless modified by a Solicitation Amendment (COP Form 207) or a Contract Amendment (COP Form 217).



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone (623) 773-7115
Fax (623) 773-7118

THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Vendor certifies
 - a The submission of the offer did not involve collusion or other anti-competitive practices
 - b The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456
 - c The Vendor 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 public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.
2. **GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees).

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter, "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this agreement and shall subject Contractor to penalties up to and including termination of this agreement at the sole discretion of the City. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any Subcontractors to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

Neither Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or the Subcontractor establishes that it has complied with the employment verification provisions prescribed by §§ 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).

The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone (623) 773-7115
Fax (623) 773-7118

provide services under this agreement or any subcontract "Services" is defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

Contractor warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511, the City may cancel this contract 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 the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

- 4 **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.
- 5 **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Vendor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.
- 6 **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.
- 7 **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.
- 8 **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract 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, the contract will forthwith be physically amended to make such insertion or correction.
- 9 **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
- 10 **RELATIONSHIP TO PARTIES:** 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 is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone (623) 773-7115
Fax (623) 773-7118

- 11 **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all pervious agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. 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 contract. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.
- 12 **ASSIGNMENT-DELEGATION:** No right or interest in this contract shall be assigned by Contractor without prior written permission of the City and no delegation of any duty of Contractor shall be made without prior written permission of the City.
- 13 **SUBCONTRACTS:** No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.
- 14 **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer 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 contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
- 15 **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.
- 16 **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
- 17 **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone (623) 773-7115
Fax (623) 773-7118

its fault or negligence Without limiting the foregoing, force majeure includes acts of God acts of the public enemy, war, acts of terror, hate crimes affecting public order, riots, strikes, mobilization, labor disputes, civil disorders, fire, floods, lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing, and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract

Force majeure shall not include the following occurrences

- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

- 18 **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract
- 19 **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above
- 20 **RIGHT TO INSPECT PLANT:** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded
- 21 **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties Additional warranty requirements may be set forth in the solicitation.
- 22 **INSPECTION:** All material and/or services are subject to final inspection and acceptance by the City Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor If so returned, all costs are the responsibility of the Contractor The City may elect to do any or all



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone. (623) 773-7115
Fax (623) 773-7118

- a Waive the non-conformance
- b Stop the work immediately
- c Bring material into compliance

This shall be accomplished by a written determination for the City

- 23 **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
- 24 **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole
- 25 **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole
- 26 **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials
27. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City
- 28 **LICENSES:** 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 as applicable to this Contract
- 29 **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City
- 30 **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications
- 31 **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner
- 32 **PUBLIC RECORD:** All offers submitted in response to this solicitation 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. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction
- 33 **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone (623) 773-7115
Fax (623) 773-7118

- 34 **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203)
- 35 **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
- 36 **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P09-0041

Materials Management
Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone (623) 773-7115
Fax (623) 773-7118

- 1 **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for Adult Softball Officiating Services
- 2 **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor
- 3 **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date
- 4 **Eligible Agencies:** Any contract resulting from this Solicitation shall be for the use of all City of Peoria departments, agencies and boards
- 5 **Cooperative Purchasing:** Any contract resulting from this solicitation shall be for the use of the City of Peoria. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract, the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement

Any orders placed to the successful contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others
- 6 **Contract Type:** Fixed Price Term Indefinite Quantity
- 7 **Term of Contract:** The term of any resultant contract shall commence on the date of award and shall continue for a period of three (3) years thereafter, unless terminated, cancelled or extended as otherwise provided herein
- 8 **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods up to a maximum of twenty-four (24) months
- 9 **Price Adjustment:** The City of Peoria Purchasing Office will review fully documented requests for price increases after any contract has been in effect for three (3) years. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The City of Peoria Materials Management Division will determine whether the requested price increase or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract extension
- 10 **Price Reduction:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice
- 11 **Non-Exclusive Contract:** Any contract resulting from this Solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Peoria. The City reserves the right to obtain like goods or services from another source when necessary. Off-Contract Purchase Authorization may only be approved by the City Materials Manager. Approval shall be at the discretion of the City Materials Manager and shall be conclusive, however, approval shall be granted only after a proper review and when deemed to be appropriate. Off-contract procurement shall be consistent with the City Procurement Code



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P09-0041

Materials Management
Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone (623) 773-7115
Fax (623) 773-7118

- 12 **Affirmative Action Report:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability. The City of Peoria encourages diverse suppliers to respond to solicitations for products or services.
- 13 **Submittal Requirements:** Proposal Submittal & Content Requirements are outlined in detail on Pages 19 - 20.
- 14 **Evaluation:** In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance:
 - a Experience
 - b Cost Considerations
 - c Similar Past Clients
 - d Conformance to Request for Proposal
- 15 **Discussions:** In accordance with the City of Peoria Procurement Code, after the initial receipt of proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.
- 16 **Interview Guidelines:** During any requested interview, which would be scheduled in the future, be prepared to discuss your firm's proposal, staff assignments, project approach and other pertinent information. The presentation shall be approximately 30 minutes, allowing 15 minutes for a question and answer session. The Consultant's Project/Team Manager shall lead the presentation team and answer questions on behalf of the Consultant. If work involves a major sub-consultant, the firm's Project/Team Manager's presence may also be requested (by the City) at the interview.
- 17 **Proposal Opening:** Proposals shall be submitted at the time and place designated in the request for proposals. All information contained in the proposals shall be deemed as exempt from public disclosure based on the City's need to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. The proposals shall not be open for public inspection until after contract award. **PRICES SHALL NOT BE READ**. After contract award, the successful proposal and the evaluation documentation shall be open for public inspection.
- 18 **Performance Warranty:** Contractor warrants that the services rendered in performance will conform to the requirements and to the highest professional standards in the engineering field.
- 19 **Permits and Approvals:** Contractor agrees and undertakes to obtain necessary permits and approvals from all local, state and federal authorities for the project.
- 20 **Inspection:** All work shall be subject to inspection, surveillance, and test by the City at reasonable times during the performance. The Contractor shall provide and maintain an inspection system which is acceptable to the City.
- 21 **Investigation of Conditions:** The Contractor warrants and agrees familiarity of the work that is required, is satisfied as to the conditions under which is performed and enters into this contract based upon the Contractor's own investigation.
- 22 **Compensation:** Compensation for services shall be based upon fees negotiated, including all approved costs and expenses incurred in connection with the project, including but not limited to, telephone and other communications, reproduction of documents, special consultants (as approved by the City) and computer costs.
- 23 **Acceptance:** Determination of the acceptability of work shall be completed in a responsive and professional manner and in accordance with the specifications, schedules, or plans which are incorporated in the Scope of Work.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P09-0041

Materials Management
Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone (623) 773-7115
Fax (623) 773-7118

- 24 **Payments:** The City shall pay the Contractor monthly, based upon work performed and completion to date, and upon submission of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.
- 25 **Shipping Terms:** Prices shall be F O B Destination to the delivery location designated herein. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible or concealed damage shall be filed by the contractor. The City will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.
- 26 **Insurance Requirements:** The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A M Best, Inc Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted, failure to do so may, at the sole discretion of the City, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by the City shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the City.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Contractor shall be solely responsible for the deductible and/or self-insured retention and the City, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

The insurance policies, except Workers' Compensation and Professional Liability, required by this Contract, shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

27 **Required Insurance Coverage:**

a Commercial General Liability

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P09-0041

Materials Management
Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone (623) 773-7115
Fax (623) 773-7118

indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc Policy Form CG 00011093 or any replacements thereof The coverage shall not exclude X, C, U

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc 's Additional Insured, Form B, CG 20101185, and shall include coverage for Contractor's operations and products and completed operations

Any Contractor subletting any part of the work, services or operations awarded to the Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

b Automobile Liability

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc Policy Form CA 00011293, or any replacements thereof) Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply

c Workers' Compensation

The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Contractor

d Professional Liability

The Contractor retained by the City to provide the work or service required by this Contract will maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by the Contractor, or any person employed by the Contractor, with a limit of not less than \$1,000,000 each claim

28 Certificates of Insurance: Prior to commencing work or services under this Contract, Contractor shall furnish the City with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect

In the event any insurance policy(ies) required by this contract is(are) written on a "Claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P09-0041

Materials Management
Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone (623) 773-7115
Fax (623) 773-7118

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date

All Certificates of Insurance shall be identified with bid serial number and title A \$25 00 administrative fee will be assessed for all certificates received without the appropriate bid serial number and title

29 **Cancellation and Expiration Notice:** Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the City

30 **Independent Contractor:**

a General

- 1 The Contractor acknowledges that all services provided under this Agreement are being provided by him as an independent contractor, not as an employee or agent of the City Manager or the City of Peoria
11. Both parties agree that this Agreement is nonexclusive and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere

b Liability

- 1 The City of Peoria shall not be liable for any acts of Contractor outside the scope of authority granted under this Agreement or as the result of Contractor's acts, errors, misconduct, negligence, omissions and intentional acts
- 11 To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph

c Other Benefits

The Contractor is an independent contractor, therefore, the City Manager will not provide the Contractor with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits Further, Contractor acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA) Any such fringe benefits shall be the sole responsibility of Contractor

31 **Key Personnel:** It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract The Contractor must agree to assign specific individuals to the key positions



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P09-0041

Materials Management
Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone (623) 773-7115
Fax (623) 773-7118

- a The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City
- b If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications

32 Confidential Information:

- a If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Supervisor of this fact shall accompany the submission and the information shall be identified
- b The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.
- c The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld
- d. If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.

33 Confidentiality of Records: The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. 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 the contract.

34 Ordering Process: Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate contractor. The award of a contract shall be in accordance with the City of Peoria Procurement Code and all transactions and procedures required by the Code for public bidding have been complied with. A purchase order for the awarded material and/or service that cites the correct contract number is the only document required for the department to order and the contractor to deliver the material and/or service.

Any attempt to represent any material and/or service not specifically awarded as being under contract with the City of Peoria is a violation of the contract and the City of Peoria Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

35 Billing: All billing notices to the City shall identify the specific item(s) being billed and the purchase order number. Items are to be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the requesting agency shall refer to the contract number resulting from this solicitation.

36 Estimated Quantities: This solicitation references quantities as a general indication of the needs of the City and other agencies participating. The City anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation, however, the quantities shown are estimates only and the City reserves the right to increase or decrease any quantities actually acquired.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P09-0041

Materials Management
Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone (623) 773-7115
Fax (623) 773-7118

- 37 **Licenses:** 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
- 38 **Multiple Awards:** In order to assure that any ensuing contracts will allow the City to fulfill current and future requirements, the City reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each potential contractor
- 39 **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following
- a The contractor provides material that does not meet the specifications of the contract,
 - b The contractor fails to adequately perform the services set forth in the specifications of the contract,
 - c The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract,
 - d The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract

Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies

- a Cancel any contract,
- b Reserve all rights or claims to damage for breach of any covenants of the contract,
- c Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the contractor;
- d In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by
 - i Deduction from an unpaid balance,
 - ii Collection against the bid and/or performance bond, or,
 - iii Any combination of the above or any other remedies as provided by law



SCOPE OF WORK

Solicitation Number: P09-0041

Materials Management Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone (623) 773-7115
Fax: (623) 773-7118

I Purpose

It is the intent of the City of Peoria to establish a contract for officiating services for Adult Softball, ages 18 years and older. The games will require 1 official per 55-minute game with simultaneous coverage on 2-10 fields.

II. Special Terms for Officiating Associations at all City of Peoria (hereinafter "City") Sporting Events

1. The officiating association shall have officials at designated game site 15 minutes before the scheduled start of the game. All officials must check in with the City's Site Supervisor and sign in on the City's daily report form/score sheet.
2. The City shall not be held responsible for any accident or injury sustained by the association's officials. All Officials must be USSSA Certified and covered by USSSA Liability Insurance.
3. City representatives shall have the right to evaluate and refuse the service of any official provided by the association. Officiating association representatives shall also have the right to evaluate. The results of the evaluation will be shared between City and association representatives.
4. City staff may add or delete games or leagues. Additional games or leagues will be at the contracted rate. The association understands actual number and times for games are contingent on number of teams registered. The City will give notification of league registration status when completed.
5. The association will instruct all officials to cooperate with assigned City Site Supervisor in any incident/injury situations. Officials will provide any/all information necessary for proper documentation by Site Supervisor. Association will provide the City with names and contact phone numbers for all officials working City sponsored leagues, upon request, staff may be required to contact officials in regard to incident/injury situations.
6. Association officials shall officiate play in forfeited games if there are adequate number of individuals to participate or double up on another field unless it is the last game of the official's schedule.
7. Association is required to have an association representative present at all organizational meetings which are held prior to the beginning of the season.
8. In the case of a protested game, where the protest is upheld, the game shall be replayed from the point of protest. In accordance with league rules, the official will officiate the game at no charge to the City.
9. Cancellations/Forfeited Games. The City shall endeavor to provide the association with one (1) hour advance notice of any cancelled game. When this one (1) hour notification is provided there shall be no fees or other penalties paid for cancelled officiating services.



SCOPE OF WORK

Solicitation Number: P09-0041

Materials Management Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

If the City fails to provide the association with this minimum one (1) hour advance notification of cancellation, the City shall pay the association a sum equal to the contracted rate for one game only. No penalty paid for cancellation of game play can be greater than the total contracted fees paid for providing officiating services at one (1) game.

The City shall pay the established contracted rate for each forfeited game when the association has not been provided a minimum of one (1) hour advanced notice. Should the City provide this one (1) hour advance notice to the association that scheduled services would not be required, there shall be no payment for officiating services.

10. The officiating association shall have officials attired in proper uniform. The association and its officials will at all times conduct themselves in a proper, acceptable and professional manner. If the behavior, dress, and/or performance of the association member does not meet the City's standards of professionalism, the City may dismiss the official without penalty, and with no fee due to the association for the games thereby unofficiated.

III. Terms of Performance

1. The Association will furnish one (1) official for all Adult Softball games. The officiating association must be able to provide officials to cover 2-10 games simultaneously.
2. Games are scheduled by the City of Peoria for the following seasons:
 - a. Winter: Season begins early January and ends in early April. Games shall be played Sundays through Fridays at 6:30 p.m., 7:30 p.m., 8:30 p.m., and 9:30 p.m.
 - b. Spring: Season begins late April and ends in mid-June. Games shall be played Sundays through Fridays at 6:30 p.m., 7:30 p.m., 8:30 p.m., and 9:30 p.m.
 - c. Summer: Season begins in late July and ends in early October. Games shall be played Sundays through Fridays at 6:30 p.m., 7:30 p.m., 8:30 p.m., and 9:30 p.m.
 - d. Fall: Season begins in late October and ends in mid-December. Games shall be played Sundays through Fridays at 6:30 p.m., 7:30 p.m., 8:30 p.m., and 9:30 p.m.
3. Schedules are projected and may be changed due to team registration.
4. Projected Annual Games 2,268. Number of annual games is dependent on number of teams registered.
***A potential of 5,670 annual games by Fall 2010, pending completion of six (6) field complex*
5. The Company shall provide officiating services at Rio Vista Park, 8866 West Thunderbird, Peoria, AZ. Please keep in mind that this location may change due to unforeseen circumstances. If this does occur, officiating services would be provided at another City of Peoria park facility.



SCOPE OF WORK

Solicitation Number: P09-0041

**Materials Management
Procurement**

8314 West Cinnabar Avenue

Peoria, Arizona 85345-6560

Phone: (623) 773-7115

Fax: (623) 773-7118

6 Special Terms for Company

- a The officiating association shall have officials tested and acknowledged competent to administer United States Specialty Sports Association (USSSA) rules in conjunction with Peoria Community Services Department rules and regulations
- b The officiating association shall instruct officials that City of Peoria Community Services staff shall have the authority to modify league rules when deemed necessary. Staff will not change any judgement decisions already made by the associations official regarding USSSA rules
- c The officiating association shall charge the City only for a half game if the officials arrive 10 minutes after the start of the game, and shall not charge the City for service when a game has completed three innings of play. The association will provide an emergency phone number/pager number, to provide back up officials to work as soon as possible
- d The officiating association shall provide an appropriate number of officials for approximately 2 to 10 ball fields simultaneously and for approximately 2,268 games annually. Softball games will not begin new innings after 55 minutes, and will not play out tie games during league play. All tournament games will be played to completion. Accident, injury or weather may require a longer time for games to be played and umpires will provide service for that time at no additional cost.



SUBMITTAL REQUIREMENTS

Solicitation Number: **P09-0041**

Materials Management Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone (623) 773-7115
Fax (623) 773-7118

I. PROPOSAL FORMAT:

Proposals shall be submitted in one (1) original and three (3) copies on the forms and in the format as specified in the Request for Proposal

II. PROPOSAL CONTENT: The following items shall be addressed in the proposal submission

A Overall Experience

- a Firm's Experience
- b Staff's Experience – Provide a list of staff members For each staff member listed please provide the following
 - Total years of experience.
 - Type of experience
 - List any certifications

B Cost Considerations– Offeror shall complete the Price Sheet on Page 21

C Similar Past Clients – Minimum of three (3) owner references for similar service Complete Page 22

D Conformance to Request for Proposal – Failure to provide all requested information may result in Vendor's proposal being rejected as non-responsive

E Exceptions – Any exceptions to the Request for Proposal must be clearly noted and identified on Page 23

III. EVALUATION CRITERIA

In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below The evaluation factors are listed in their relative order of importance

- A Experience
- B Cost Considerations
- C Similar Past Clients
- D Conformance to Request for Proposal

The City reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, questions and answer conferences, references, or other source and the views of the evaluator(s) with prior Contract or service delivery experience with any of the Offerors, while conducting the proposal evaluations

IV. PRICE SHEET INSTRUCTIONS

Complete Price Sheet (Page 21) per specifications



SUBMITTAL REQUIREMENTS

Solicitation Number: P09-0041

Materials Management
Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone (623) 773-7115
Fax (623) 773-7118

V. PROPOSAL SUBMITTAL AND CONTACT INFORMATION:

Proposals are due no later than 5 00 p m. on February 12, 2009 Proposals shall be submitted in one (1) original and three (3) copies and shall be delivered to

City of Peoria
Materials Management
8314 West Cinnabar
Peoria, Arizona 85345

Proposals must be submitted in a sealed envelope or package with the solicitation number and the Offeror's name and address clearly indicated on the envelope or package

All questions regarding this RFP should be directed to Terry Andersen, Procurement Specialist at (623) 773-7981 or E-mail [Teresa Andersen@peoriaaz.gov](mailto:Teresa.Andersen@peoriaaz.gov)

Contact with City staff, other than the designated contact person indicated in the RFP, regarding this solicitation is strictly prohibited during the proposal process.



PRICE SHEET

Solicitation Number: P09-0041

Materials Management
Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax (623) 773-7118

Item	Description of material and/or services	Quantity	Unit	Unit Price	Extended Price
	List per game cost:				
1.	Sports Officiating Services for Adult Softball games (One Official per game)	2268	Ea.	\$ <u>21⁰⁰</u>	\$ <u>47628⁰⁰</u>



QUESTIONNAIRE

Materials Management
Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone (623) 773-7115
Fax (623) 773-7118

Solicitation Number: P09-0041

Please list a minimum of three (3) owner references from projects of similar size and scope whom the Materials Management Division may contact:

1. Company: ANTHEM COMMUNITY CENTER
 Contact: RICK KLEIN Phone: 623-879-3002
 Address: 41130 N FREEDOM WAY, ANTHEM, AZ 85086
 Project Name: ANTHEM ADULT LEAGUES
 Project Description: ADULT LEAGUE PLAY-OFFICIATING SOFTBALL AND BASKETBALL

2. Company: CITY OF CASA GRANDE
 Contact: NICK RUSSO Phone: 520-421-8677 XT4540
 Address: 404 E. FLORENCE BLVD., CASA GRANDE, AZ 85222
 Project Name: CASA GRANDE ADULT LEAGUES
 Project Description: OFFICIATE ADULT SLOW PITCH SOFTBALL

3. Company: CASB SOFTBALL
 Contact: LISA JETT Phone: 602-402-2277
 Address: 16043 N. 31st Ave, PHOENIX, AZ 85053
 Project Name: CASB ADULT SOFTBALL LEAGUE
 Project Description: OFFICIATE ADULT SLOW PITCH SOFTBALL



QUESTIONNAIRE

Solicitation Number: P09-0041

Materials Management
Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone (623) 773-7115
Fax (623) 773-7118

Bidders are to indicate below any exceptions they have taken to the Contract Terms or Scope of Work:

CONTRACT TERMS AND SCOPE OF WORK ACCEPTED



QUESTIONNAIRE

Solicitation Number: P09-0041

Materials Management
Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone (623) 773-7115
Fax (623) 773-7118

Attach a copy of your Business License to your bid submittal.

ATTACHED SEPARATE SHEET



QUESTIONNAIRE

Solicitation Number: P09-0041

Materials Management
Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone (623) 773-7115
Fax (623) 773-7118

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes _____, No _____.

If yes, please provide details and documentation of the certification



Ed Johnson
Arizona USSSA State Director
18249 W Spencer DR
Surprise AZ 85374
(623) 877-1336 voice
Email: usssaaz@cox.net

Arizona USSSA Experience

The executive advisory committee for Arizona USSSA is comprised of five very experienced individuals currently active in the athletic and officiating communities throughout Arizona. This wide ranging experience totals more than 120 years and includes all facets of softball administration as well as program and event management.

Doug Stark: USSSA Far west Division Vice President/Co-State Director

USSSA 23 years Far West Division VP 2002 – Present
State Director 1986 – 2002
Area Director, Kansas 1981 – 1982
33 Years High School and small College Basketball Official

APRA Member 1982 – 2005 – NRPA Member 1979 – 1989

MS Recreation Administration Kansas State University

Instructor of Recreation Kansas State University 1979 – 1982

Director of Recreation the Dobson Association 1983-1987

Faculty Associate, Glendale Community College 1992

Ed Johnson: USSSA State Director / Umpire in Chief

USSSA 26 years State Director 2002 – Present
Umpire in Chief 1995 – Present
Umpire 1982 – Present

20 years Adult and High School Basketball Official

AIA 1997 – Present - Basketball & Girls Fast Pitch Official

Umpired USSSA Men's, Women and Mixed World Series as well as all other Division World Tournaments

ASA Umpire 1980 – 1982 – Worked the Women's Major world in 1982

Tom Carle: USSSA Director of Development/ Fast Pitch Director

USSSA 23 years Arizona USSSA Director 1986 - Present
Fast Pitch State Director 1995 – 2008
Umpire in Chief 1986 – 1994
USSSA Tournament Director 1986 – Present

33 years sports officiating experience in Baseball, Basketball, Softball, and Volleyball including games at the high school, Jr College and College level, State, Region and National Championships

Owner of Recreational Services 1986 – present

Specializing in athletic events competitions including the promotion, coordination, and management of participants, officials, staff and facilities

Michael McCormick: USSSA Men's and Mixed Program Director

USSSA 23 years Men's Program Director 1986 – Present
Mixed Program Director 1886 – Present
USSSA Tournament Director 1986 – Present

26 years promoting and running softball, baseball, volleyball and soccer tournaments and league competitions

Directed over 1,000 adult and youth tournaments, ranging from local to State Championships to National Championships to World Championships

1975 B S Degree in Political Science Oregon State University

1977 Masters, Chico State University

1978-1979 Minor League umpire

31 Years officiating experience - Baseball, softball and basketball

Tony Silvas: USSSA Hispanic Program Director – Umpire Scheduler

USSSA 30 years Umpire Scheduler 1986 – Present
Umpire 1978 – Present
Tournament Director 1986 – Present
Hispanic Program Director 2001- Present



Ed Johnson
Arizona USSSA State Director
18249 W Spencer DR
Surprise AZ 85374
(623) 877-1336 voice
Email: usssaaz@cox.net

Arizona USSSA Umpiring Experience Summery

Over 100 umpires registered on staff in 2008, with individual experience ranging from 1 to 33 years.

All umpires are certified and tested in USSSA rules and mechanics annually.

League umpires are evaluated each season worked.

Tournament umpires are evaluated during each tournament worked.

Online access provided to current USSSA slow pitch rules.

DUPLICATE

CITY OF PEORIA
TAX AND LICENSE SECTION
8401 W MONROE ST
PEORIA, AZ 85345
PHONE 623-773-7112

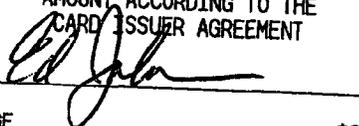
DATE 02/03/2009 TIME 10 22AM
CASHIER MARYDS
RECEIPT# 00015648-0003-752
BUS NAME ARIZONA USSSA
LICENSE# 10014364
REMARKS _____

0100PAYMENT - LICENSE OCL 2009/12/31
Amt Paid \$75 00
Visa \$75 00

Credit Card# *****5687
Authorization# 022212

I AGREE TO PAY THE ABOVE TOTAL
AMOUNT ACCORDING TO THE
CARD ISSUER AGREEMENT

x



CHANGE \$0 00
*****THANK YOU*****
PLEASE KEEP FOR YOUR RECORDS

ED Johnson

CERTIFICATE OF INSURANCE

Issue Date
1/15/2009

Producer
Callinsh Insurance Services
Dalton Brown
3736 Mt Diablo Blvd 301
Lafayette, CA 97549
877-345-4309

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

INSURERS AFFORDING COVERAGE

Insured
United States Specialty Sports Association
611 Line Drive
Kissimmee, FL 34744
321-697-3641

INSURER A National Casualty Company
INSURER B
INSURER C
INSURER D
INSURER E

COVERAGES

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

INSR LTR	Type of Insurance	Policy Number	Policy Effective Date	Policy Expiration Date	Limits	
A	General Liability Commercial General Liability Occurrence Basis	KRO0000000525300	1/1/2009	1/1/2010	Each Occurrence	\$2,000,000
					Damage to Rented Premises(ea occ)	\$1,000,000
					Med Exp (any one person)	\$ Excluded
					General Aggregate	\$ None
					Personal and Adv Injury	\$2,000,000
					Products - Comp/OP Agg	\$2,000,000
					Participant Legal Liability	\$2,000,000

Description of operations / vehicles / exclusions added by endorsements / special provisions

Coverage includes amateur play and practice in the insured sport for **City of Peona**
The Field/Facility Owner shown as the certificate holder shall be an additional insured but only with respects to liability caused by the negligent acts or omissions of the named insured and only with respects to losses resulting from amateur play and practice during USSSA sanctioned activities occurring between the coverage effective date listed below and the policy expiration date

Certificate Holder

Coverage Effective Date

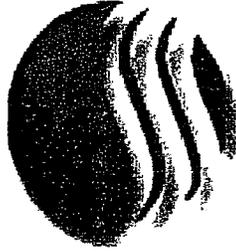
1/15/2009 4 48 00 PM

City of Peona
Tom Carle
8401 W Monroe St
Peona AZ 85345

Cancellation Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, under Certificate Holder, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives

Certificate # USSSA-72401	Authorized Representatives <i>Jan McScott</i> Insurer A Insurer B

United States Specialty Sports Association



USSSA Umpire Evaluation Form

Umpire Name:		Date:	
Facility:		Field:	

APPEARANCE: UNIFORM	
ATTITUDE:	
HUSTLE: In and Out, On top of plays	
POSITIONING: Angle, Strike Zone, Bases	
JUDGEMENT: Balls, Strikes, Safe and Outs	
ALERTNESS: Tag Ups, Following Ball, Missed Bases	
COURAGE: Illegal Pitch, Obstruction, Interference	
APPLICATION OF RULES:	
WORKING WITH PARTNER: Signals, support	
MECHANICS: Safe, Out, Ball, Strike, Fair, Foul	
GAME CONTROL: Teams in and out, Proper score kept	

1 = unsatisfactory, 2 = below average, 3 = average, 4 = above average, 5 = excellent

Compliments/Comments/Complaints:

Name _____ Team Name _____