



City of Dayton, Ohio  
Department of Recreation and Youth Services  
Division of Recreation

## **PROFESSIONAL UMPIRE SERVICES**

REQUEST FOR PROPOSAL (RFP) No. 18006RYSR

February 2018

# TABLE OF CONTENTS

SECTION 1 – PROPOSAL INSTRUCTIONS .....	3
1.01 Communications Regarding this Project .....	3
1.02 RFP Schedule .....	3
1.03 Submitting a Proposal .....	3
1.04 Required Proposal Contents .....	4
1.05 Items that Disqualify a Vendor Immediately .....	4
1.06 Criteria.....	4
SECTION 2 – SCOPE OF PROJECT .....	5
2.01 Purpose and Need / Project Description.....	5
2.02 Scope of Work / Project Requirements.....	5
2.03 Pricing Structure.....	9
SECTION 3 – REQUIREMENTS AND CONDITIONS FOR ALL PROPOSERS .....	10
3.01 Tax Exemption.....	10
3.02 Proposer Affidavit .....	10
3.03 Procurement Enhancement Program .....	10
3.04 Proposer’s Financial Obligation to the City.....	10
3.05 Proposer’s Incurred Costs .....	10
3.06 Affirmative Action Assurance (AAA).....	10
3.07 Standard Agreement Terms for Professional Services .....	10
ARTICLE 1. TERM .....	11
ARTICLE 2. SERVICES TO BE PERFORMED BY CONTRACTOR .....	11
ARTICLE 3. COMPENSATION .....	11
ARTICLE 4. CITY’S RESPONSIBILITIES.....	11
ARTICLE 5. STANDARD OF CARE .....	11
ARTICLE 6. INDEMNIFICATION.....	11
ARTICLE 7. INSURANCE .....	11
ARTICLE 8. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY .....	12
ARTICLE 9. TERMINATION .....	12
ARTICLE 10. STANDARD TERMS .....	12
A. DELAY IN PERFORMANCE.....	12
B. GOVERNING LAW AND VENUE.....	12
C. COMMUNICATIONS .....	13
D. EQUAL EMPLOYMENT OPPORTUNITY.....	13

E. WAIVER .....	13
F. SEVERABILITY .....	13
G. INDEPENDENT CONTRACTOR.....	13
H. ASSIGNMENT.....	14
I. THIRD PARTY RIGHTS .....	14
J. AMENDMENT .....	14
K. POLITICAL CONTRIBUTIONS .....	14
L. INTEGRATION .....	14
EXHIBIT A – LETTER OF TRANSMITTAL.....	A-1
EXHIBIT B – REFERENCES FOR PROPOSING COMPANY .....	B-1
EXHIBIT C – PRODUCT MANUFACTURE LABOR STANDARDS: VENDOR COMPLIANCE FORM .....	C-1
EXHIBIT D – PRICING STRUCTURE .....	<b>D-Error! Bookmark not defined.</b>
EXHIBIT E – BUSINESS INCOME TAX QUESTIONNAIRE .....	E-1

## SECTION 1 – PROPOSAL INSTRUCTIONS

1.01 COMMUNICATIONS REGARDING THIS PROJECT. Please direct all communications regarding the RFP Process to:

City of Dayton, Recreation and Youth Services Department, Mezzanine Floor  
George Andrews  
101 West Third Street  
Dayton, Ohio 45402  
Telephone: (937) 333-1736  
Fax: (937) 333-8318  
E-Mail: [george.andrews@daytonohio.gov](mailto:george.andrews@daytonohio.gov)

All communications/questions concerning this RFP must be submitted in writing referencing the specific paragraph and page number. The deadline for questions is listed in Section 1.02 (RFP Schedule). Written responses will be prepared by the City and posted on the city's web site by the date listed in *Section 1.02*. Changes to this RFP will be made only by formal written correspondence issued by the City.

A copy of this proposal and any additional documentation may be found at the City of Dayton's website at:  
<http://daytonohio.gov/bids.aspx>

1.02 RFP SCHEDULE. The following is the anticipated schedule for the RFP Process:

Issue RFP:	February 23, 2018
Last Day to Submit Questions:	3:00 P.M. local (Dayton OH) time on March 5, 2018
Written Responses to Questions:	March 7, 2018 no later than close of business
Due Date for Proposals:	2:00 P.M. local (Dayton OH) time on March 15, 2018

1.03 SUBMITTING A PROPOSAL. Each Contractor seeking consideration for performance of services related to the project must submit a Proposal. Proposers are to submit (1) original copy signed by an officer authorized to bind the company and (5) copies of their written proposal. All proposals shall be sealed, properly addressed with the name of the Contractor and sent to:

RFP No.18006RYSR–Professional Umpire Services  
City of Dayton, Division of Purchasing, Room 514  
City Hall  
101 West Third Street  
Dayton, Ohio 45402

Sealed proposals must be received at the above address, in Room 514 by the date indicated in Section 1.02 (RFP Schedule). Proposals received after the scheduled date/time will not be considered. All supporting materials and documentation must be included with the proposal. The responsibility of timely delivery lies solely with the proposer. Faxed and e-mailed proposals are **not** acceptable.

The City reserves the right to reject any and all proposals, to waive any irregularities in a proposal, or to accept the proposal(s) which in the judgment of proper officials, is in the best interest of the City. The City reserves the right to accept a part or parts of a proposal unless otherwise restricted in the RFP or issue subsequent Requests for Proposal. The City reserves the right to approve or reject any sub-Contractors proposed for work under this proposal or waive any minor irregularities.

The City reserves the right to select the successful proposer on the basis of proposals received, without seeking further information for clarification from proposers. Upon review of proposals, the City may designate the most

qualified proposals as finalists. These finalists may be invited to make oral presentations and participate in a question and answer session with the City. The City shall have the right to visit selected user sites, should this be deemed necessary.

All federal, state, and local laws regarding competitive bidding, anti-competitive practices, and conflict of interest shall be applicable to this RFP.

The City does not guarantee that any contract will be awarded as a result of this RFP. In the event that a contract award is made but the contract is not executed, the City does not guarantee that the contract will be re-awarded.

**1.04 REQUIRED PROPOSAL CONTENTS.** All brochures and supplemental documentation shall be included with the original and all of the copies. If not, the proposal may be considered as non-responsive. Contractors are required to submit the following information in their proposal:

- **Letter of Transmittal:** The proposer shall provide a transmittal letter with authorizing signature for the proposal. The letter must briefly summarize the vendor's ability and willingness to perform the services required by the RFP. The letter must be on the form provided in Exhibit A.
- **Company Profile and Background.** Provide the following information:
- **Location** - The street address of the proposer's company headquarters.
- **Local Office of Proposer** - Provide the location of the proposer's office nearest to Dayton, Ohio. Include the local office, a contact name, address, telephone, and fax numbers.
- **Company's Primary Business** - State the proposer's primary business, the number of years in the proposer's industry, and the number of employees assigned to these related activities.
- **State the legal make-up** of your company: sole proprietorship, partnership, corporation, etc.
- **Please list and Lawsuits that you are currently engaged in.** Please provide any and all suits either with the City of Dayton or any other Municipalities (include, but not limited to Federal, State, Local or other Municipalities and Governmental agencies).
- **Key Personnel Information.** Provide the name, title, mailing address, telephone number and e-mail address of the persons who will function as the City's primary contact and back-up contact person. Provide brief resumes/qualifications of personnel who will be primarily involved in this project. Include any certifications earned, special training taken, and memberships in professional groups. Complete Form found in Exhibit A.
- **Proposal Response** as per Section 2.
- **Statement of Exceptions to RFP requirements:** Provide a detailed description of any exceptions taken to the requirements of this RFP, including the City Standard Terms and Conditions in Section 3. Exceptions shall be referenced to the applicable RFP section/sub-section numbers. Any other departures from the city's RFP are to be identified and failure to do so shall make the proposal non-responsive. City's standard Terms for Payment are Net 30 Days from date of invoice once the project is complete, unless otherwise negotiated. If you cannot comply with this, please state any changes in the Statement of Exceptions to the RFP Requirements.
- **References:** Provide a list of references on form provided as Exhibit B. The City is particularly interested in contacting your governmental clients in the state of Ohio.

**1.05 Items that Disqualify a Vendor Immediately.**

- Incomplete or non-responsive proposal
- Inability to obtain Affirmative Action Assurance approval prior to award of the contract. See Section 3.06 for information on how to contact the Human Relations Council.

**1.06 CRITERIA.** The selection committee will evaluate each proposal submitted based on the following criteria. After receipt and review of the written proposal, the City may elect to have the proposal presented in person, or clarifications submitted in writing.

Proposers shall not assume that any information shared with the City prior to this RFP will be considered in the Evaluation process of this RFP. Evaluation team may or may not have prior knowledge of any discussions and processes. **Evaluation will be completed on the information submitted in proposal only.**

Evaluation Criteria for Services		
Item	Description	Percentage Possible
1	Organization Experience and Background	25%
2	Fees Schedule	25%
3	Umpire Qualifications and Personnel Training Policy	25%
4	References	15%
6	Dayton Local Business	5%
7	PEP Certified Vendor	5%
	<b>Total Points</b>	<b>100%</b>

## SECTION 2 – SCOPE OF PROJECT

### 2.01 PURPOSE AND NEED / PROJECT DESCRIPTION.

The City of Dayton’s (City), Department Recreation and Youth Services (DRYS) is seeking proposals from highly experienced and professional firms to perform Umpire Services at the Kettering Field Complex located at 444 N. Bend Blvd, Dayton 45404. The City’s Department of Recreation and Youth Services Kettering Field Complex is home to our youth girls fast pitch leagues, adult and senior softball leagues. The girl’s fast pitch and adult softball leagues are operated in two seasons with Spring/Summer season combined and fall season. The City of Dayton, Department Recreation and Youth Services schedule over 1,200 league games annually and one (1) City Tournament on average over a seven month season. Games can be scheduled seven days a week from 8:00 A.M. local (Dayton OH) time through dusk, or until the conclusion of the scheduled activity, whichever occurs first. The City may select multiple proposers for award.

**Proposers should submit written proposals to provide the Umpire Service options listed below:**

**Option #1.** Professional trained and tested Umpire Services from proposer’s members that can provide both Amateur Softball Association (ASA) certified and United States Specialty Sports Association (USSSA-GSL) certified Umpires.

**Option #2.** Professional trained and tested Umpire Services from proposer’s members that are certified as United States Specialty Sports Association (USSSA-GSL) certified umpires.

**Option #3.** Professional trained and tested Umpire Services from proposer’s members that are certified as Amateur Softball Association (ASA) certified Umpires.

Proposers are invited to submit proposal(s) on individual options or multiple options stated above. All proposals received will be reviewed and evaluated. It is the intent of this RFP to have the successful proposer(s), enter into an agreement with the City for up to a period of two (2) years, with an option to renew for three (3) additional years at the sole discretion of the City of Dayton.

### 2.02 SCOPE OF WORK / PROJECT REQUIREMENTS.

The successful proposer(s) is expected to assign umpires for all games and tournaments, through the end of the last game(s) played each day. The successful proposer is expected to provide umpires services for all youth girls fast pitch leagues, adult and senior softball leagues at Kettering Field Complex.

## **Proposer Responsibilities – Proposers agrees to the following**

1. Provide competent, qualified umpires to officiate league games, and tournament games for the City's Department of Recreation and Youth Services. Proposer services shall include scheduling, recruitment, training, hiring, evaluation and termination of umpires as needed.
2. Assign the City's Department of Recreation and Youth Services a specified number of umpires for each game for girl's fast pitch and adult softball.
3. Provide up to one (1) trained and qualified umpire for up to twenty (20) games or more per day for all Senior and Adult softball leagues.
4. Provide up to two (2) trained and qualified umpires for up to ten (10) games or more per day for all youth girls fast pitch leagues.
5. Ensures that all games will be administered fairly, impartially and professionally.
6. According to current Amateur Softball Association (ASA), and/or United States Specialty Sports Association (USSSA) rules, and any local rules as defined by the City's Department of Recreation and Youth Services.
7. Provide trained substitute umpire(s) in emergency absence of scheduled umpires(s).
8. Ensure that all umpires remain current as to league and tournament softball and girls fast pitch procedures as well as rule changes.
9. Honor any request by the City's Department of Recreation and Youth Services to remove any umpire from working any City's Department of Recreation and Youth Services softball or baseball games.
10. Attend all team manager meetings as required by the City's Department of Recreation and Youth Services.
11. Follow any rule or rule changes made by any of our adult or youth softball leagues.
12. Attend all City's Department of Recreation and Youth Services meetings as requested.
13. Submit weekly on Monday, by noon, each week of the season(s) a detailed umpire assignments report indicating the names, phone numbers, assignment day, time, and diamond assignment for all umpires scheduled to Monday through Sunday ( if applicable ), to the City's Department of Recreation and Youth Services.
14. Submit invoices on a bi-weekly basis according to City's Department of Recreation and Youth Services schedule.
15. Services shall be monitored by the City's Department of Recreation and Youth Services Recreation Program Coordinator and/or designated City's Department of Recreation and Youth Services staff. If umpire services are deemed unsatisfactory, the proposer will be given notice.
16. Umpires that are scheduled for umpire services for the City's Department of Recreation and Youth Services may not be eligible to play/participate, coach, or act as assistant coach in the City's Department of Recreation and Youth Services leagues and tournaments.
17. Provide enough qualified umpires to ensure that any one umpire does not call more than four consecutive games within a five hour time period, unless approved by a City's Department of Recreation and Youth Services representative in advance.

18. Verify all umpires must be at least 18 years old to umpire youth and adult softball and girls fast pitch games.
19. Proposer will provide the City's Department of Recreation and Youth Services a list of qualified certified umpires that will be scheduled to umpire for the City's Department of Recreation and Youth Services. Said list must include names, addresses, phone numbers and current certification cards for all umpires working under proposer's employment. For any new umpires hired, proposer will supply the City's Department of Recreation and Youth Services with information and certification cards, and working experience prior to umpires first scheduled City's Department of Recreation and Youth Services game.
20. In the event the proposer is advised or otherwise learns that an assigned umpire for a particular game will be late (i.e., will not report at least 15 minutes prior to the scheduled start time for the game) the proposer will contact the City's Department of Recreation and Youth Services on site representative and advise as to the time when the umpire expects to report. In such instances where an assigned umpire is late and regardless of whether the City's Department of Recreation and Youth Services was advised in advance that the umpire would be late, the proposer will deduct 50% of the game rate from the invoice for the umpire services provided by the late umpire.

### **Proposer's Umpires Minimum Requirements**

1. Umpires must wear company uniform (should be the same) which includes matching hat, shirts, jacket, pants or shorts.
2. Umpires must have dig tool, small hand broom and score counter.
3. Umpires must show up at the field 15 minutes prior to game time.
4. Umpires must check the field for safety concerns.
5. Umpires must ensure line-up/score sheet game cards are filled out by both teams prior to game time. Game scorecards must be obtained from the City's Department of Recreation and Youth Services on site representative prior to providing umpire services that day. Game scorecards must be submitted to the City's Department of Recreation and Youth Services on site representative after each game.
6. Umpires must meet with both team's coaches and/or managers prior to each game to review game and ground rules.
7. Umpires must keep accurate score for each game.
8. Umpires must complete accident reports in writing and give to City's Department of Recreation and Youth Services on site representative.
9. Umpires must contact the City's Department of Recreation and Youth Services Recreation Program Coordinator or on site representative in regards to any lighting issues, supplies, and/or discipline issues.
10. Umpires may be required, if needed, to conduct I.D. checks by requesting positive picture I.D. that matches the specified player(s) name(s) on team roster(s).
11. The City's Department of Recreation and Youth Services reserves the right to refuse the umpire services of any umpire who does not satisfy the requirements set forth. The City's Department of Recreation and Youth Services also reserves the right to make specific recommendations to the proposer concerning umpire assignments for specific games.
12. In the event an assigned Umpire cannot provide umpire services for a particular Game, Proposer shall use its best efforts to find a replacement Umpire prior to the scheduled for such Game. If a replacement is not identified at least one and one-half hours prior to the scheduled start time for an Adult Softball Game,

Proposer shall contact the City's Kettering Field Softball Complex representative at (937) 333-2255 and the extra Umpire assigned for that day will be called upon to serve as the replacement.

### **Professional Image Requirements – Including Personnel Training Policy**

It is important to the image and credibility of the City's Department of Recreation and Youth Services that a message of professionalism and competence is delivered at all times. The proposer must have a personnel training policy for all employees, contractors, and/or agents working as umpires during all operation hours. Proposers must also meet the following requirements:

1. Employees, contractor and/or agents shall maintain a clean, neat, and appropriate appearance at all times while in their umpire uniform, and on duty at the City's Department of Recreation and Youth Services Kettering Field Complex property.
2. Employees and contractors will obey such rules and regulations as may from time to time be promulgated by the City's and will obey all federal, state, and local laws, including all ordinances of the City of Dayton.
3. Will not permit umpires to use vulgar language or conduct in any improper, immoral, unlawful, or illegal activity while at the City's Department of Recreation and Youth Services Kettering Field Complex.
4. Must remit with proposal the personnel training policy and in detail describe specific training required for both returning and new umpires.

### **Records and Financial Accountability Requirements**

The Proposer agrees to conduct its business in a business-like manner. The Proposer will maintain and submit to the City's Department of Recreation and Youth Services accurate records, as required, which shall show at a minimum:

1. Reports documenting all time expended by the umpires in the performance of umpiring services for games.
2. Reports documenting assigned umpires arriving late for scheduled games.
3. Reports documenting assigned umpires that fail to appear for scheduled games and whether a replacement was provided.

### **City Rights and Responsibilities**

The City has the right to adopt and enforce reasonable rules and regulations with respect to the use of the Kettering Field Complex; which the Proposer, and its employees, agents and contractors agree to observe and obey.

1. The City's Department of Recreation and Youth Services agrees, at all times, to keep the Kettering Field Complex in good operating condition.
2. The term of the contract will be for up to two (2) years beginning in the 2018 season and ending with the completion of the 2019 season with an option to renew for three (3) additional years at the discretion of the City of Dayton. In the event the City elects to exercise its right to renew the contract, it will notify the proposer in writing. No renewal, however, will be effective unless it is reduced to writing, is executed by a duly authorized representative of the City and the proposer, and approved by the City of Dayton.
3. The City's Department of Recreation and Youth Services will provide the proposer with notice of its requirements for umpire services for games a minimum of ten (10) days in advance of the games for which the umpire(s) are needed.
4. The City's Department of Recreation and Youth Services will provide scoreboard operations.

5. The City's Department of Recreation and Youth Services will contact the proposer when games are cancelled due to weather or unforeseen circumstances. Cancellation of games as a result of inclement weather or other conditions is determined as soon as field conditions are deemed unplayable by City's Department of Recreation and Youth Services on site staff or other City's Department of Public Works on site staff. The Proposer, employees, contractor and/or agents should contact the 24 hour inclement weather hotline on scheduled game days if there is any question as to whether the game(s) will be played. The Proposer, employees, contractor and/or agents can call (937) 333-1714 to reach the inclement weather hotline for updates on field conditions and cancellations.
6. If any game is cancelled for any reason (except forfeiture) and the proposer, employees, contractor and/or agents are not notified in a timely manner as described above umpire(s) will be paid a rain out fee. The umpire(s) must physically appear at the facility in order to be paid a rain out fee for cancelled game(s).
7. The City's Department of Recreation and Youth Services will pay proposer's umpires full fee for all games forfeited for which its umpires are on time prior to game forfeiture, and will not be required to work practice games during the scheduled time of the forfeited game(s).
8. The City's Department of Recreation and Youth Services will forward any complaints, compliments, evaluations, etc. submitted by coaches, participants, parents to proposer to review and take appropriate action.

**2.03 PRICING STRUCTURE.** Prices proposed will remain firm for acceptance within **180** calendar days after the RFP closing date.

The proposer will invoice the City's Department of Recreation and Youth Services, not more frequently than bi-weekly, for payment of the umpiring services provided by the umpires the preceding month. To assist the proposer with invoicing, the City's Department of Recreation and Youth Services will provide, on a weekly basis, information concerning assigned umpires that were late and assigned umpires that failed to appear for a scheduled game. All invoices submitted to the City's Department of Recreation and Youth Services by the proposer will state the applicable invoice period and total amount requested. Each invoice will be accompanied by an itemized statement showing the following:

1. Dates and number of games umpire services were provided.
2. The number of umpires actually providing services per game.
3. For umpires arriving late, the invoice will note a 50% deduction for the game(s) umpire was late for.
4. Proposer will indicate all games as complete games on invoice. Proposer will indicate on invoice if part of game was played in one, but is being billed in another due to game being completed in that invoice period rather than the one prior due to weather or other accepted conditions that made it necessary to do so.
5. A completed game is a game in which at least seven (7) innings have been played. For games that are canceled for weather or other City's Department of Recreation and Youth Services reasons after the game has started and before five (7) innings have been played, the proposer will not bill the City's Department of Recreation and Youth Services for umpire services provided until the remaining innings are played. For example, if in May only three (3) innings were played due to weather conditions and the game was suspended and rescheduled to resume play later in May and the during the rescheduled game the three (3) additional innings were played for a game total of six (6) innings, the proposer will bill the umpire service provided in its May invoice; but if the game was rescheduled and resumed play in June, the proposer will bill the umpire services provided in its June invoice, as the particular game was not a complete game until June.

## SECTION 3 – REQUIREMENTS AND CONDITIONS FOR ALL PROPOSERS

**3.01 TAX EXEMPTION.** All items purchased under this contract will be exempt from the State of Ohio Sales Tax as provided for in Section 5739-02(b)(1) of the Revised Code of Ohio, and will be exempt from the State of Ohio Use Tax, Section 5741.02(C)(2). Blanket Certification of Exemption Forms will be furnished to the Proposer by the Division of Purchasing.

**3.02 PROPOSER AFFIDAVIT.** If the successful proposer should be a corporation not incorporated under the laws of the State of Ohio, a certificate from the Secretary of State showing the rights of the successful proposer to do business in the State of Ohio shall be furnished. Each proposer is required to submit with their bid, an Affidavit stating that neither the proposer nor agents thereof, nor any other party of the proposer has paid or agreed to pay directly or indirectly, any person, firm or corporation, any money or valuable consideration for assistance in procuring or attempting to procure the contract herein referred to, and further agreeing that no such money or reward will hereafter be paid.

**3.03 PROCUREMENT ENHANCEMENT PROGRAM.** It is the policy of the City to promote full and equal business opportunity to all persons doing business with the City. The City must ensure that businesses seeking to participate in contracting and procurement activities with the City are not prevented from doing so on the basis of the race or gender of their owners. The City is committed to ensuring that it is not engaged in passive participation in any form of discrimination. (R.C.G.O. Section 35.32) It is the City of Dayton's position to encourage the greatest participation possible on all projects connected with any aspect of the City's auspices through the Procurement Enhancement Program (PEP). All contractors are encouraged to review the list of Minority, Women and Small Businesses at [www.daytonohio.gov/departments/hrc](http://www.daytonohio.gov/departments/hrc) for certified subcontractors.

**3.04 PROPOSER'S FINANCIAL OBLIGATION TO THE CITY.** No bid may be accepted or contract awarded to any person, firm or corporation that is in arrears or in default to the City, or that is a defaulter of surety or otherwise upon any obligation to the City, or has failed to perform faithfully any previous contract with the City.

**3.05 PROPOSER'S INCURRED COSTS.** Each proposer shall be responsible for all costs incurred in preparing a response to this RFP. All materials and documents submitted by the proposer in response to this RFP shall become the property of the City, and shall not be returned. Respondents selected for further negotiations, as well as the proposer ultimately selected to enter into a contractual agreement with the City, shall be responsible for all costs incurred by it during negotiations.

**3.06 AFFIRMATIVE ACTION ASSURANCE (AAA).** The selected Contractor must file an Affirmative Action Assurance form ("AAA Form") with the City's Human Relations Council (HRC) and obtain approval from HRC to do business with the City. You may contact the HRC for the Rules and Regulations, and the AAA Form required of vendors of the City, at:

Human Relations Council  
371 West Second Street, Suite 100  
Dayton, Ohio 45402  
(937) 333-1413 (Office)  
(937) 222-4589 (Fax)

Failure to maintain a current AAA Form on file with the HRC may result in termination of the contract and/or denial of future contract awards from the City. The AAA Form must be filed annually.

**3.07 STANDARD AGREEMENT TERMS FOR PROFESSIONAL SERVICES – These are standard terms are subject to change by the City prior to the award of the contract.**

## ARTICLE 1. TERM

The Agreement shall commence upon execution by the City and shall terminate upon expenditure of all funds provided herein. The City of Dayton is seeking an agreement for a period of two (2) years, with an option to renew for (3) additional years.

## ARTICLE 2. SERVICES TO BE PERFORMED BY CONTRACTOR

Contractor shall provide all services necessary to complete the Services that are described in an Attachment, Scope of Services, which is incorporated herein by reference.

## ARTICLE 3. COMPENSATION

The total remuneration in this Agreement shall not exceed XXXX THOUSAND DOLLARS (\$XXX,000.00). Contractor shall submit invoices, not more frequently than monthly, for payment of the Services actually provided. Such invoices shall state the invoice period, total amount requested and Services provided during the invoice period. The City will, unless disputed, remit payment of all undisputed amounts of invoices within thirty (30) days from receipt thereof.

## ARTICLE 4. CITY'S RESPONSIBILITIES

The City will furnish Contractor, at no cost or expense, all reports, records, data that might be necessary or useful to complete the Services required under this Agreement.

## ARTICLE 5. STANDARD OF CARE

Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional under similar circumstances. Contractor shall have no liability for defects in the Services attributable to Contractor's reliance upon or use of data or other information furnished by the City or third parties retained by the City.

If, during the one year period following completion of the Services, it is shown there is an error in the Services caused by Contractor's failure to meet such standards and City has notified Contractor in writing of any such error within that period, Contractor shall perform, at no additional cost to City, such Services within the original Project as may be necessary to remedy such error.

## ARTICLE 6. INDEMNIFICATION

Contractor shall indemnify and defend the City and its elected officials, officers, employees and agents from and against all claims, losses, damages, and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, to the extent that such claims, losses, damages, or expenses are caused by or arise out of the performance or non-performance of this Agreement and/or the acts, omissions, or conduct of Contractor and its agents, employees, contractors, sub-contractors and representatives in undertaking and performing the Services.

This Article shall survive early termination or expiration of this Agreement.

## ARTICLE 7. INSURANCE

During the term of this Agreement, Contractor shall maintain, at its sole cost and expense, no less than the following insurance issued by an insurance company authorized to conduct business in the State of Ohio and having an "A" rating or better by A.M. Best:

- (1) General Liability Insurance, having a combined single limit of \$5,000,000 for each occurrence and \$5,000,000 in the aggregate.
- (2) Automobile Liability Insurance, having a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- (3) Employers' Liability Insurance, having a limit of \$500,000 for each occurrence.
- (4) Professional Liability Insurance, having a limit of \$1,000,000 annual aggregate.

Current certificates of insurance for all policies and concurrent policies required to be maintained by Contractor pursuant to this Article shall be furnished to the City. All such insurance policies, excluding Professional Liability Insurance, shall name the City, its elected officials, officers, agents, employees, and volunteers as additional insureds, but only to the extent of the extent of the policy limits stated herein. All policies of insurance required hereunder shall contain a provision requiring a minimum of thirty (30) days advance written notice to the City in the event of cancellation or diminution of coverage

Contractor also shall maintain Workers' Compensation Insurance in such amounts as required by law for all employees, and shall furnish to the City evidence of same.

## **ARTICLE 8. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

Except as otherwise provided in this Agreement, documents and reports prepared by Contractor as part of the Services shall become the sole and exclusive property of the City upon payment. However, Contractor shall have the unrestricted right to their use.

Contractor shall retain its rights in pre-existing and standard scripts, databases, computer software, and other proprietary property. Rights to intellectual property that is not specifically designed or created exclusively for the City in the performance of this Agreement shall also remain the property of Contractor.

## **ARTICLE 9. TERMINATION**

This Agreement may be terminated by the City upon written notice in the event of substantial failure by Contractor to perform in accordance with the terms of this Agreement. Contractor shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The City may terminate or suspend performance of this Agreement for the City's convenience upon thirty (30) days prior written notice to Contractor. In the event of termination by the City hereunder, the City will pay Contractor for Services actually provided up to the date of termination.

## **ARTICLE 10. STANDARD TERMS**

### **A. DELAY IN PERFORMANCE**

Neither the City nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either the City or Contractor under this Agreement, provided the aforementioned circumstances are not due to the negligence or fault of the asserting party or any of its agents, employees, contractors, sub-contractors and/or representatives.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

### **B. GOVERNING LAW AND VENUE**

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws. Any arbitration, litigation or other legal matter regarding this Agreement or performance by either party must be brought in a court of competent jurisdiction in Montgomery County, Ohio.

**C. COMMUNICATIONS**

Any written communication or notice required or permitted by this Agreement shall be made in writing and shall be delivered personally, sent by express delivery, certified mail or first class U.S. mail, postage pre-paid to the address specified below:

Company Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State Zip Code \_\_\_\_\_  
 Attention: \_\_\_\_\_  
 Title: \_\_\_\_\_

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Contractor and the City.

**D. EQUAL EMPLOYMENT OPPORTUNITY**

Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off, termination, rates of pay or other forms of compensation, or selection for training, including apprenticeship.

It is expressly agreed and understood that Section 35.14 of the Revised Code of General Ordinances of the City of Dayton constitutes a material condition of this Agreement as fully and as if specifically rewritten herein and that failure to comply therewith shall constitute a breach thereof entitling the City to terminate this Agreement at its option and may bar Contractor from receiving future City contracts.

**E. WAIVER**

A waiver by the City or Contractor of any breach of this Agreement shall be in writing. Such a waiver shall be effective only in the specific instance and for the specific purpose for which it is given and shall not affect the waiving party’s rights with respect to any other or further breach.

**F. SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void, unenforceable, invalid or illegal provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision.

**G. INDEPENDENT CONTRACTOR**

By executing this Agreement for professional services, Contractor acknowledges and agrees that it will be providing services to the City as an “independent contractor”. As an independent contractor for the City, Contractor shall be prohibited from representing or allowing others to construe the parties’ relationship in a manner inconsistent with this Article. Contractor shall have no authority to assume or create any obligation on behalf of, or in the name of the City, without the express prior written approval of a duly authorized representative of the City.

Contractor, its employees and any persons retained or hired by Contractor to perform the duties and responsibilities under this Agreement are not City employees, and therefore, such persons shall not be entitled to, nor will they make a claim for, any of the emoluments of employment with the City of Dayton. Further, Contractor shall be responsible to withhold and pay, or cause such agents, contractors and sub-contractors to withhold and pay, all applicable local, state and federal taxes. Contractor acknowledges its employees are not public employees for purposes of Ohio Public Employees Retirement System (“OPERS”) membership.

## H. ASSIGNMENT

Contractor shall not assign any rights or duties under this Agreement without the prior written consent of the City. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Contractor from employing independent Contractors, associates, and subcontractors to assist in the performance of the Services.

## I. THIRD PARTY RIGHTS

Except as expressly provided in this Agreement, nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Contractor.

## J. AMENDMENT

The parties may mutually agree to amend this Agreement. However, no such amendment shall be effective unless it is reduced to a writing, which references this Agreement, executed by a duly authorized representative of each party and, if applicable or required, approved by the Commission of the City of Dayton, Ohio.

## K. POLITICAL CONTRIBUTIONS

Contractor affirms and certifies that it complies with Ohio Revised Code § 3517.13 limiting political contributions.

## L. INTEGRATION

This Agreement represents the entire and integrated agreement between the City and Contractor. This Agreement supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

## M. PCI COMPLIANCE

Bidder/proposer (“Offeror”) represents and warrants that, for the entirety of any agreement resulting from this solicitation that involves processing credit and/or debit card revenue transactions on behalf of the City of Dayton that the solution is clearly defined to warrant the following:

1. Any and all computer software, hardware, firmware, payment card processing policies, procedures and related services proposed to be utilized to process City of Dayton revenue transactions shall be:
  - a. Completed by a qualified professional payment card processing firm acceptable and approved by the City of Dayton; and,
  - b. Fully compliant with standards established by the PCI Security Standards Council (<https://www.pcisecuritystandards.org/index.shtml>).
2. Offeror shall provide and agrees to maintain the PCI compliance reporting Attestation of Compliance (“AOC”)Form(s) in its/their latest version(s), or within the year of record as requested and/or in an annual transmittal to the City of Dayton. ([https://www.pcisecuritystandards.org/documents/PCI-DSS-v3\\_2-AOC-Merchant.docx?agreement=true&time=1493826893795](https://www.pcisecuritystandards.org/documents/PCI-DSS-v3_2-AOC-Merchant.docx?agreement=true&time=1493826893795) or [https://www.pcisecuritystandards.org/documents/PCI-DSS-v3\\_2-AOC-Offeror.docx?agreement=true&time=1493826893795](https://www.pcisecuritystandards.org/documents/PCI-DSS-v3_2-AOC-Offeror.docx?agreement=true&time=1493826893795))

Select one of the following and initial on the adjacent line:

Not Applicable (“N/A”) \_\_\_\_\_

Offeror reviewed, understands and hereby acknowledges and affirms that its offer to the City of Dayton satisfies these requirements and shall continue to satisfy these requirements for the duration of any resulting agreement; current and relevant AOC’s are attached to demonstrate satisfaction of these requirements at time of offer to the City of Dayton \_\_\_\_\_



City of Dayton, Ohio  
Department of Recreation and Youth Services  
Professional Umpire Services  
RFP No. 18006RYSR  
FEBRUARY 2018

## EXHIBIT A – LETTER OF TRANSMITTAL

The undersigned hereby certifies that items furnished as a result of this proposal will be in full accordance with the City of Dayton specification applying thereto unless exception are stated above.

The Proposer's name and address exactly as it would appear in a contract:

Entity Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Proposer's Phone Number: \_\_\_\_\_

Proposer's Fax Number: \_\_\_\_\_

Proposer's E-mail Address: \_\_\_\_\_

**Form of Ownership**     Sole Proprietorship     Franchise     Partnership     Corporation  
 Joint Venture     LLC     Other (Specify): \_\_\_\_\_

If a corporation, state of incorporation: \_\_\_\_\_

Federal Identification Number (or SSN if sole proprietorship): \_\_\_\_\_

**Please include your IRS Form W9 with your proposal.**

I certify the proposing entity complies with City of Dayton Ordinance #30829-09 and the City's Revised Code of General Ordinances Section 35.70 through 35.74 regarding Living Wages.     Yes     No

SIGNATURE: \_\_\_\_\_

PRINTED NAME AND TITLE: \_\_\_\_\_

By signing this page, you state that you are an authorized representative, and have reviewed and are presenting this proposal on behalf of your business entity. Please continue completing this exhibit on the next page.

**EXHIBIT A – LETTER OF TRANSMITTAL (continued)**

**COMPANY PROFILE AND BACKGROUND**

Name of Proposing Company: \_\_\_\_\_

Company’s Primary Business - State the proposer’s primary business, the number of years in the industry, and the number of employees assigned to these related activities:		
Primary Business	# of Years	# of Employees Assigned

If a corporation, state of incorporation: \_\_\_\_\_

Current Pending Lawsuits: Please provide any and all suits either with the City of Dayton or any other Municipalities and Government Agencies; including, but not limited to Federal, State, Local or other Municipalities and Governmental Agencies:

Local Office of Proposer: Office nearest to Dayton, Ohio: \_\_\_\_\_

Federal Identification Number (or SSN if sole proprietorship):                    ##-#####  
 \_\_\_\_\_

Key Personnel:

Name	Title	Contact Information: Mailing address, telephone number, fax number and email address	Designated as Primary Contact for the City of Dayton? YES / NO



City of Dayton, Ohio  
Department of Recreation and Youth Services  
Professional Umpire Services  
RFP No. 18006RYSR  
FEBRUARY 2018

## EXHIBIT B – REFERENCES FOR PROPOSING COMPANY

Name of Proposing Company: \_\_\_\_\_

**List company names, addresses, and telephone numbers for at least three references presently or previously served by your Company for RFP No.18006RYSR. Do not use the City of Dayton as a reference.**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_



City of Dayton, Ohio  
 Department of Recreation and Youth Services  
 Professional Umpire Services  
 RFP No. 18006RYSR  
 FEBRUARY 2018

**EXHIBIT C – PRODUCT MANUFACTURE LABOR STANDARDS: VENDOR COMPLIANCE FORM**

By informal resolution 301-97, the City of Dayton is prohibited from purchasing, leasing, renting or taking on consignment goods for use or for resale by the City which were produced under sweatshop conditions.

The City of Dayton requests the following information concerning the products you intend to provide to the City as a result of this bid. This information will allow us to determine your products' compliance with the standards outlined in informal resolutions 301-97.

We require that you make a good faith effort to ascertain the following about the factories which manufacture the products you intend to supply to the City and that you make information available to us for our verification of your claims.

Child Labor. The factory or producer does not employ anybody younger than the legal age as established by the jurisdiction in which such factory or producer is located for children to work or participate in the production.

Forced Labor. The factory or producer does not use forced labor of any kind-prison labor, indentured labor or bonded labor. However, goods produced by prisoners and/or patients as part of a formal rehabilitation or treatment program shall not be considered "forced labor" under the terms of this section.

Wages and Benefits. The factory or producer pays and/or provides at least the minimum wages and/or benefits as required by law in the jurisdiction in which the factory or producer is located.

Hours of Work. Employees are not required to work more hours than the maximum allowed by law for the jurisdiction in which the factory or producer is located.

Worker Rights. The factory or producer makes available to its employees such rights and procedures as required by law for the jurisdiction in which the factory or producer is located.

Health and Safety. The factory or producer provides at least the minimum safe and healthy working environment as required by law for the jurisdiction in which the factory or producer is located.

Notice to Employees. The factory or producer provides any and all applicable notices to its workers as required by law for the jurisdiction in which the factory or producer is located.

This compliance form must be submitted with your bid. If at any time your products are found to be out of compliance with these standards, or if you refuse to provide information to the City for our verification of compliance, the City reserves the right to terminate contracts for those products.

City of Dayton Ref. No.: \_\_\_\_\_  
 Bidding Company: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Signature/Title: \_\_\_\_\_  
 Federal I.D.#: \_\_\_\_\_  
 Phone No.: \_\_\_\_\_  
 FaxNo.: \_\_\_\_\_



City of Dayton, Ohio  
Department of Recreation and Youth Services  
Professional Umpire Services  
RFP No. 18006RYSR  
FEBRUARY 2018

**EXHIBIT D – PRICING STRUCTURE**

**Option 1:**

Adult Slow Pitch games with one USSSA Umpire	_____
Girls Fast Pitch games with two ASA Umpires	_____
Girls' Fast Pitch games with one ASA Umpire	_____
Girls' Fast Pitch games with one extra ASA Umpire	_____
Rain-out Fee	_____
Extra ASA Umpire	_____
Additional fee for umpiring a league with only one game scheduled	_____

**Option 2:**

Adult Slow Pitch games with one USSSA-GSL Umpire	_____
Adult Slow Pitch games with two USSSA-GSL Umpires	_____
Girls' Fast Pitch games with one USSSA-GSL Umpire	_____
Girls' Fast Pitch games with one extra USSSA-GSL Umpire	_____
Rain-out Fee	_____
Extra USSSA-GSL Umpire	_____
Additional fee for umpiring a league with only one game scheduled	_____

**Option 3:**

Adult Slow Pitch games with one ASA Umpire	_____
Adult Slow Pitch games with one USSSA-GSL Umpire	_____
Slow Pitch games with two ASA Umpires	_____
Slow Pitch games with two USSSA-GSL Umpires	_____
Girls' Fast Pitch games with one ASA Umpire	_____
Girls' Fast Pitch games with two ASA Umpire	_____
Girls' Fast Pitch games with one extra ASA Umpire	_____
Girls' Fast Pitch games with one extra USSSA-GSL Umpire	_____
Rain-out Fee	_____
Extra ASA Umpire	_____
Extra USSSA-GSL Umpire	_____



City of Dayton, Ohio  
Department of Recreation and Youth Services  
Professional Umpire Services  
RFP No. 18006RYSR  
FEBRUARY 2018

- Price shall remain firm for the period through November 30, 2018

Option to renew any resulting price agreement at the same rates, terms, and conditions for additional 12-month period (from April 1, 2019 through November 30, 2019) at the City's sole discretion?

Yes [ ]

No [ ] If appropriate, state maximum percent of increase (based on pricing as of \_\_\_\_\_) to retain this option is \_\_\_\_\_. Any provided request shall be accompanied by supporting documentation that clearly indicates a detailed justification of the requested increase.

Option to renew any resulting price agreement at the same rates, terms, and conditions for additional 12-month period (from April 1, 2020 through November 30, 2020) at the City's sole discretion?

Yes [ ]

No [ ] If appropriate, state maximum percent of increase (based on pricing as of \_\_\_\_\_) to retain this option is \_\_\_\_\_. Any provided request shall be accompanied by supporting documentation that clearly indicates a detailed justification of the requested increase.

Option to renew any resulting price agreement at the same rates, terms, and conditions for additional 12-month period (from April 1, 2021 through November 30, 2021) at the City's sole discretion?

Yes [ ]

No [ ] If appropriate, state maximum percent of increase (based on pricing as of \_\_\_\_\_) to retain this option is \_\_\_\_\_. Any provided request shall be accompanied by supporting documentation that clearly indicates a detailed justification of the requested increase.

# Business Income Tax Questionnaire

The following information is required to determine your City of Dayton, Ohio income tax liability, if any, and to set up your account if required.



**Type of Tax Filing: (check all that apply)**

- 1.  Employee Withholding FEIN # \_\_\_\_\_
- 2.  Corporate Earnings FEIN # \_\_\_\_\_
- 3.  Individual Ownership Earnings SSN # \_\_\_\_\_
- 4.  Partnership Earnings FEIN # \_\_\_\_\_

Company Name \_\_\_\_\_ Phone # \_\_\_\_\_

Mailing Address \_\_\_\_\_ City \_\_\_\_\_ St. \_\_\_\_\_ Zip \_\_\_\_\_

Local Business Address \_\_\_\_\_ City \_\_\_\_\_ St. \_\_\_\_\_ Zip \_\_\_\_\_

Check the jurisdictions that we administer that you operate in:

- Dayton City Limits  Dayton Wright Brothers Airport  Dayton International Airport  NONE

Date Business Started in Our Taxing Jurisdiction \_\_\_\_\_

Your Accounting Period? Calendar Year \_\_\_\_\_ or Fiscal Year ending on \_\_\_\_\_

**Withholding Information \*Quarterly Withholding cannot exceed \$600.00**

- Do you have employees? Yes  or No  Date First Employee Started Working in Our Jurisdiction \_\_\_\_\_
- Do you submit withholdings QUARTERLY\* or MONTHLY? \_\_\_\_\_
- Is this a courtesy withholding for your employees who are residents of the above cities only? Yes  or No

Do you rent or sublease property or space in the Dayton jurisdiction to another business or individual? Yes  No

If so list Names, Addresses, and Tax ID below. If Yes, do they have employees working at that location? Yes  No

Do you use Subcontractors? Yes  No  If so list Names, Addresses, and FEIN or Social Security Numbers below.

\_\_\_\_\_

If you have filed returns with our office before, show Name and Tax ID #s used, and for what tax years you filed.

\_\_\_\_\_

Full name of Owner of Company \_\_\_\_\_

If this is a change of ownership, please provide the date of change, the name, address, and phone number of former owner

\_\_\_\_\_

If you are not liable to pay taxes in our jurisdiction, please explain why.

\_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Thank you for your cooperation in this request. For more tax information is available at [www.daytonohio.gov](http://www.daytonohio.gov)

Please return by MAIL or by FAX to: City of Dayton, Division of Revenue & Taxation, 101 West 3rd Street, P.O. Box 2806, Dayton, Ohio 45401  
(937) 333-3500 ~ Fax (937) 333-4280

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