

**CITY OF CARSON
701 E. CARSON STREET
CARSON, CA 90745**

March 28, 2023

VIA EMAIL AND US MAIL

Sports Officials for You!, LLC
Donald Taylor, President/CEO
620 Loyola Ave.
Carson, CA 90746
officials57@yahoo.com

Re: Response to “PROTEST OF DECISION TO AWARD RFP 23-009 ON-CALL OFFICIATING SERVICES FOR ADULT & YOUTH SPORTS Contract to Sami’s Referees LLC and Hangtime Sports”

Dear Mr. Taylor,

This letter is sent on behalf of the City of Carson (“City”) procurement staff in response to your correspondence to the City dated March 20, 2023, entitled “PROTEST OF DECISION TO AWARD RFP 23-009 ON-CALL OFFICIATING SERVICES FOR ADULT & YOUTH SPORTS Contract to Sami’s Referees LLC and Hangtime Sports (“Protest letter”).

Your Protest letter protests the recommended award pursuant to RFP No. 23-009 (the “RFP”), which is specified in the Notice of Intent to Award issued by City staff on March 14, 2023 (“NOI”), which you received, as well as the City Council staff report dated March 21, 2023 (agenda item no. 22), available at <https://carson.legistar.com/Calendar.aspx>. The NOI identifies recommended contract awards to Sami’s Referees LLC (“Sami’s”) and Hangtime Sports (“Hangtime”), but the Protest letter states that you are protesting only the recommended award to Sami’s. The Protest letter states that based on your informal preliminary investigation, Sami’s “failed to meet the criteria listed within the RFP description” and “demonstrates a lack of professional work references.” The Protest letter further alleges “there is a possibility of collusion between City of Carson employees in the Parks and Recreation Department and the Awardee.” The Protest letter requests suspension of the award until a complete investigation is conducted into Sami’s “sports experience and work reference as a legitimate company” and the alleged possibility of collusion.

The purpose of this letter is: (1) to respond in writing to Protest letter and to each material issue raised therein, as City procurement staff is required to do pursuant to Carson Municipal Code (“CMC”) Section 2613(h)(1); and (2) to notify you, pursuant to CMC Section 2613(h)(6), that the protest determination will be made by the City Council during its regular meeting on April 18, 2023, concurrent with the decision to award the contract(s).

Procurement Staff’s Response to Protest Letter

We have carefully reviewed your Protest letter and the City’s files related to the RFP, and hereby respond as follows:

- Sami’s is an active California limited liability company in good standing with the California Secretary of State (“SoS”). See <https://bizfileonline.sos.ca.gov/search/business>.
- According to the SoS, the LLC’s initial filing date with the SoS was September 15, 2022. However, even if this indicates the LLC has been in existence for less than one year, the RFP does not require proposers to have been in existence for at least one year or any other required minimum period of time.
- Sami’s proposal contains a narrative description of relevant work experience. Proposal materials are on file with the City and available upon request.

- The RFP (attached hereto as **Exhibit “A”**) provides for proposers to submit “Minimum of 3 references for work performed within the last 3 years.” (RFP p. 6). This does not mean that the proposer must have been in existence for 3 years; only that the references submitted by the proposer must pertain to work which was performed in the last 3 years (i.e., recent work).
- Sami’s submitted two (2) references for work performed within the last 3 years. This did not strictly conform to the above-referenced language on p.6 of the RFP. However, the proper remedy to address the one lacking reference was not disqualification of Sami’s proposal without evaluation, but rather, that the lacking reference be accounted for by the City’s three-member evaluation panel (the “evaluators”) in their scoring of the proposal in accordance with the Evaluation Criteria matrix set forth on page 9 of the RFP.
- The RFP is for professional services under CMC Section 2611(c), and there is no obligation on the part of the City to summarily disqualify proposals which do not strictly conform to each and every provision of the RFP from the evaluation process. Conversely, the RFP provides that the City “reserves the right to take any action considered to be in the best interest of the City.” Furthermore, the City Council has the authority to “waive any irregularities or informalities in any proposal.” CMC §2611(l).
- Criterion No. 4 in the Evaluation Criteria Matrix provides that 15 of the 100 available points shall be scored based on the following: “References – Provide three (3) references, to include the most recent organization for programs and services that were provided similar in nature and functionally.”
- Each evaluator took into account the missing reference from Sami’s when scoring the proposal. Out of the total of 15 available points, two of the three City staff evaluators allocated only 10 points to Sami’s for Criterion No. 4, whereas the other City staff evaluator allocated 13 points. The evaluators’ full scoring sheets are attached hereto as **Exhibit “B.”**
- Conversely, Hangtime and your organization, Sports Officials for You!, LLC (“SO4U”), which each provided the full three (3) references, were each allocated the full 15 points by each City evaluator.
- Therefore, the one lacking reference of Sami’s was accounted for in the evaluation process.
- Even if the third evaluator had allocated 10 points (rather than 13) to Sami’s for Criterion No. 4 like the other two evaluators, Sami’s would have still scored the highest of the three proposers, and some 38 points higher than SO4U. SO4U was ranked the lowest of all responses received, both cumulatively and by each evaluator, by a significant margin. The cumulative scoring, which was completed according to the criteria set forth in the RFP Evaluation Criteria matrix, was as follows: (1) Sami’s - 276 points; (2) Hangtime - 270 points; and (3) SO4U – 235 points.
- The wide margin in scoring demonstrates the evaluators’ determination that the proposals of Sami’s and Hangtime meet the City’s needs set forth in the RFP significantly better than the proposal of SO4U does. The recommended award is based solely on the evaluators’ scoring in accordance with the RFP Evaluation Criteria matrix, as the two highest ranked proposals were recommended for award (staff having determined that those two proposals collectively provided sufficient capacity to meet the need).
- Reasons for the significantly lower score of SO4U’s proposal included:
 - The proposal quoted the highest rates for sports officiating services of all the proposals, and also included additional fees for site checks which the other proposal did not, making the total pricing of SO4U significantly higher than either of the other proposers. As a result, SO4U received only 38 points out of a total of 75 available cumulative points for Criterion No. 3, “Overall Cost,” which was significantly lower than the other two proposers. This criterion was weighted at 25% of the overall scoring.

- The proposal provided for use of unidentified subcontractors to provide sports officiating services for all four sports listed in the RFP (despite the fact that the RFP provides, on p. 7, that “the majority of the work as required herein must be performed by the awarded contractor”), and for SO4U to conduct site checks to evaluate the performance of the subcontractors rather than delivering the services itself. The proposal also disclaimed financial responsibility for tardy or no-show officials (among other requested changes to the City’s form contract for services and/or RFP specifications). Consistent with the above, SO4U was not disqualified from consideration (although it would have been disqualified under the standards that SO4U asserts should be applied to the proposal submitted by Sami’s), but was scored lower than the other proposers on Criterion No. 2, “Capacity to deliver requested/proposed services . . . Provide examples and demonstrated ability to deliver the services efficiently and without interruptions,” receiving only 55 out of the total of 75 available cumulative points. This criterion was also weighted at 25% of the overall scoring.
- It should be noted that per CMC Section 2613(c)(1)-(2), protests based on the grounds of either (1) an evaluator’s professional judgment of the quality of a response, or (2) the proposer’s assessment of the City’s needs or requirements, shall not be considered. Therefore, to the extent your protest contends that any of the City’s evaluators erred in their professional judgment of the quality of any response to the RFP, or that City staff did not correctly assess the City’s needs or requirements in evaluating the proposals or determining the recommended award, your protest on those grounds cannot be considered by the City. Only protests based on the grounds specified in CMC Section 2613(b) may be considered.
- The claim of collusion in the Protest letter is not substantiated by any facts or supporting documentation, and this office has no knowledge of, nor any reason to believe there has been, any collusion on the part of City Parks & Recreation staff with Sami’s as alleged. Conversely, Sami’s submitted a signed Affidavit of Non-Collusion as part of its proposal as required by the RFP, and the City’s form contract which was included in the RFP contains a “Warranty & Representation of Non-Collusion” (Section 9.6) as is required for all City contracts by CMC Section 1401. Sami’s did not take exception to the non-collusion provision in its proposal, and the contract, inclusive of the provision, will be required to be executed in order to consummate any award pursuant to the RFP. Furthermore, an analysis of the evaluation and scoring of the proposals, which was completed in accordance with the criteria set forth in the RFP (and consistent with the CMC) and which provided the basis for the recommended award as discussed above, belies any claim of collusion.
- Based on the foregoing, Purchasing staff does not believe any further investigation as requested in the Protest letter is warranted or necessary to ensure that the recommended award pursuant to the RFP complies with applicable law.

Please confirm within the next three (3) days whether you would like to withdraw your protest in light of the above response.

PLEASE TAKE NOTICE, pursuant to CMC 2613(h)(6), that your protest (unless withdrawn) will be determined by the City Council at its regular meeting commencing at **5:00 p.m. on April 18, 2023 in the City of Carson City Hall, Helen E. Kawagoe Council Chambers, 701 E. Carson St., Carson, CA 90745**, at which you shall have the right to appear and be heard, but no further appeal rights. If you attempt to challenge the City Council’s action or decision on this matter in court, you may be limited to raising only those issues you or someone else raised at the hearing or in written correspondence delivered at or prior to the hearing. The protest determination will be made concurrent with the City Council’s consideration of a decision to award the contract(s) pursuant to the RFP.

Thank you and please do not hesitate to contact me if you have any questions regarding the above.

Sincerely,



Josilla Togiola

Purchasing Manager

E-mail: jtogiola@carsonca.gov

Telephone: [\(310\) 952-1758](tel:(310)952-1758) Ext. 1237

Rev. 2022.11.14



CITY OF CARSON, CALIFORNIA

701 East Carson Street, Carson CA 90745

REQUEST FOR PROPOSALS NUMBER: RFP 23-009

ON-CALL OFFICIATING SERVICES FOR ADULT AND YOUTH SPORTS PROGRAMS

ISSUED: 02/02/2023

Mandatory Pre-Bid Meeting/Job Walk:

Prospective Contractor Questions Due:

Proposals Due (Electronic Only):

Not Applicable

02/09/2023 | 02:00 PM

02/23/2023 | 04:00 PM

PROPOSALS MUST BE SUBMITTED ELECTRONICALLY

NO LATE PROPOSALS WILL BE ACCEPTED. Proposals received after the due date and time will not be considered for this project. It is the policy of the City of Carson to reject any proposal that is received late.

(1) REGISTER AS A VENDOR AND SUBMIT ELECTRONIC PROPOSALS AT:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=32461>

REQUEST FOR PROPOSAL RFP NO. 23-009

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(See Exhibit A to Contract Services Agreement)	

Contract Services Agreement

ADDITIONAL DOCUMENTS AVAILABLE ON PLANETBIDS AS DOWNLOADS

1. Affidavit of Non Federal Lobbyist Requirements
2. Certificate of Compliance with Labor Code Section 3700
3. Debarment and Suspension Certification
4. Affidavit of Non-collusion and Non-discrimination
5. Client Reference List
6. Instructions for Entering Electronic Bids
7. W-9 Taxpayer Identification and Certification

A. SUMMARY

The City of Carson ("City") Community Services Department requests written responses to a Request for Proposals (RFP) for selection of On-Call Officiating Services Contractors to conduct, direct and oversee the professional officiating of the Adult and Youth Sports programs. This will include assuming responsibility of officiating, fiscal management coordinated with the City Recreation Division, and making all athletic official assignments set forth by playing schedules.

The Contractors will provide quality professional officiating services for the City's Adult and Youth Sports programs, which includes baseball, softball (fast and slow pitch), flag football, soccer, and basketball. Contractors must provide sports officials who are California Interscholastic Federation (CIF) certified, or who have demonstrated that they have an equivalent level of certifications/competence/skills/expertise. All the duties and responsibilities set forth as part of this solicitation shall be performed by the Contractors subject to the advice and direction of City Recreation Division. Although Contractors will have oversight of and responsibility for the officiating services, the City reserves the right to determine whether Contractor's performance of the criteria set forth in this solicitation meet City's expectations. In addition, the Community Services Director reserves the right to establish and/or modify standards for the quality of any service or product provided under this solicitation.

All services provided by the Contractors shall be performed by providers who meet the qualifications, experience, and certification requirements for the position. The successful Contractors shall also have the resources to provide cost effective and timely services to the City. The City will, based on qualifications presented in the response to this RFP, select the Contractors best able to provide officiating services for the Adult and Youth Sports programs. The City has the right to fulfill the requirements of the RFP by choosing multiple vendors if one or more vendors are not able to provide officiating services for all the listed sports or all necessary games.

Compensation for services will be provided to the contractors by the City for Youth Sports programs. For Adult Sports programs, the league participants/teams will be responsible for providing the compensation directly to the contractors at the time of each contracted game, in lieu of paying such amounts as part of their league registration fees. Contractors will be responsible for collecting the applicable payments at the time of each contracted game, and the City will not be responsible for any amounts unpaid by the league participants/teams. Nonetheless, prospective contractors must provide their rates of compensation for Youth Sports and well as Adult Sports in response to this RFP (use the Cost Proposal form, Section I of Exhibit "C" to the Contract Services Agreement).

See Exhibit A for detailed Specifications and Scope of Work.

The City of Carson was incorporated as a California general law city on February 20, 1968. On November 6, 2018, with the City's voters' approval, the City of Carson became a California chartered city. Carson is considered one of the youngest municipalities in the South Bay region of Los Angeles County. Carson is located less than 20 miles south of downtown Los Angeles and is considered part of the South Bay section of Los Angeles County. The City's acreage is 19.2 square

miles, and has grown considerably, beginning with a population of 61,000 in 1968 and with a current population of close to 100,000 residents.

Carson prides itself on being a culturally diverse community and is accessible by air, rail, and freeway. The City is close to the Los Angeles International Airport, the Long Beach Airport, the Port of Los Angeles, and the Port of Long Beach. The four freeways that surround or run through the City are the Harbor (110); the San Diego (405); the Artesia (91); and the Long Beach (710). Additionally, the MTA Bus Line frequently stops in Carson on its route between Los Angeles and Long Beach and the City's owned bus system, the Carson Circuit, provides convenient bus transportation within the City. There is no other city in the Los Angeles-Orange County region that matches Carson's ease of accessibility. The City is home to many large, modern petrochemical, electronics, automobile, aerospace, trucking, and high-tech facilities. Many of these companies have won regional and local beautification awards. A number of multinational companies also call Carson their home by locating their corporate headquarters here. Through cooperative efforts between the City and businesses, the vitality and future of Carson continues to flourish.

The City of Carson reserves the right to make changes in the Request for Proposal as it may deem appropriate. Any and all changes in the Request for Proposal shall be made by written addendum, which shall be issued to all prospective proposers who have been issued or obtained a copy of the Request for Proposal. No oral changes will be permitted. Addendum issued during the proposal process will become a part of the original proposal. All request for proposals must be submitted by the date and time established for the opening of request for proposals. The City of Carson reserves the right to take any action considered to be in the best interest of the City of Carson.

No proposal may be withdrawn for a period of ninety (90) days once proposals have been opened by the Purchasing Manager.

No contract exists on the part of the City until the City Council has made the award and a purchase contract has been fully executed. The award, if made, will take place approximately within ninety (90) calendar days after the scheduled proposal opening date.

The City reserves the right to reject any and all proposals received or any parts therein, and to be the sole judge of the merits of each proposal received.

This RFP does not commit the City of Carson to award a contract or to pay any cost incurred in the preparation of any response to the RFP. All responses to this RFP become the property of the City. At such time a selection is made, all responses submitted become a matter of public record and shall be regarded as such, with the exception of those elements in responses which are trade secrets or proprietary, marked as such, and otherwise exempt from disclosure under the Public Records Act. Any changes to the RFP requirements will be made by addendum.

Unless expressly stated otherwise, documents must be uploaded in PDF format. It is the Proposer's responsibility to ensure their proposal documents are properly and timely uploaded onto the City's online bid management system. Proposals that are missing pages, cannot be opened, etc. may be considered nonresponsive. It is the Proposer's sole responsibility to contact the City's online bid management provider (Planet Bids at 818-992-1771) to resolve any technical issues related to electronic bidding, including (but not limited to) registering as a vendor, updating passwords, updating profiles, uploading/downloading documents, submitting an electronic bid/proposal, etc. All questions or requests for interpretation regarding this RFP

solicitation must be submitted online through Planet Bids within the date and time specified. Proposers are not to contact City personnel or Elected Officials with any questions or clarifications concerning this RFP other than through Planet Bids. Any City response for this RFP that is not posted through Planet Bids is unauthorized and will be considered invalid. Proposer is solely responsible for “on time” submission of their electronic bid. The Bid Management System will not accept late bids and no exceptions shall be made. Proposers will receive an e-bid confirmation number with a time stamp from the Bid Management System indicating that their bid was submitted successfully. The City will only receive those bids that were transmitted successfully.

NOTE: E-Bids are sealed and cannot be viewed by the City until the closing date and time. If you need to withdraw your bid, you may do so any time before the bid deadline, by going back into the system and selecting “withdraw”.

B. MANDATORY PRE-PROPOSAL MEETING -NOT APPLICABLE TO THIS RFP

Pre-proposal meeting or job walk mandatory:	NO
Pre-proposal meeting or job walk time:	NOT APPLICABLE
Pre-proposal meeting or job walk location:	NOT APPLICABLE

Pre-proposal meetings are held for the purpose of answering proposer questions. If a pre-proposal meeting is mandatory, then the City will not accept proposals from those who arrive late or do not attend. Arrive early, plan accordingly, and provide a business card to the City employee. A sign-in sheet will be available. Proposers are to meet at the location as listed, if applicable.

C. PROPOSAL SUBMITTAL

The proposals must be submitted electronically only.

Proposals must be submitted electronically on Planet Bids no later than **02/23/2023 at 04:00 PM**. Please allow sufficient time to prepare and upload your documents into the electronic bid system prior to the deadline, as the system will lock and not allow entry of proposals after the designated deadline. Any technical questions regarding use of Planet Bids must be directed to Planet Bids.

The Proposal must include the following sections, numbered in accordance with the table below. **Every Proposal must include the Proposer’s name and the City’s Request for Proposal No. 23-009.**

Required Proposal Sections and Documents		
1	Company Certification and Personnel Verification Certification, on company letterhead that the person submitting the proposal is authorized to contract on behalf of the prospective contractor. Examples of authorized persons include owner, partner, or corporate officer. Include name, title, address, and contact information. If proposer is a corporation, certification should include statement that corporation is in good standing with the California Secretary of	Required

	State. Include general company information and resumes of personnel to be assigned to the engagement	
2	Subcontractor List (if applicable) Include the subcontractor's qualifications and the nature and extent of work to be performed by each subcontractor	Required if Applicable
3	Cost Proposal Include all pricing information relative to the engagement on Contract Services Agreement, Exhibit "C," Section I.	Required
4	Client Reference List Governmental entities preferred. Include client contact information and a brief description of the service provided to each client. Minimum of 3 references for work performed within the last 3 years in (download from PlanetBids)	Required
5	Modification, Changes or Exceptions to the City Contract of Service Agreement Template Exceptions to the specifications of any proposed items, contract terms and conditions shall be fully described and stated in writing in Contract Service Agreement, Exhibit "B"	Required if Applicable
6	Affidavit of Non-Collusion and Non-Discrimination (download from PlanetBids)	Required
7	Federal Lobbyist Requirements (download from PlanetBids)	Required
8	Debarment and Suspension Certificate (download from PlanetBids)	Required
9	Certificate of Compliance with Labor Code Section 3700 (download from PlanetBids)	Required if Applicable

Additional proposal requirements specific to this engagement are included in: **Project Scope and Specifications (see Exhibit A to Contract Services Agreement).**

D. QUESTIONS AND ADDENDUMS

All project scope questions must be posted to Planet Bids by the due date listed on the cover page of this Invitation. The City will coordinate responses and post them to Planet Bids 5 days prior to the bid deadline for all interested proposers to review.

The City's Planet Bids portal:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=32461>

If discrepancies or omissions are found for this document, the City reserves the right to make such changes as deemed appropriate. Any such changes will be by written addendum, which will be posted to Planet Bids no later than 5 days prior to the proposal deadline. The City reserves the right to extend the proposal deadline.

	Type of Question	Contact	Contact Info
1	Those related to the Project	Planet Bids	Post directly to Planet Bids
2	Use of Planet Bids	Planet Bids	(818) 992-1771
3	City's Purchasing Process	Shelly Root Senior Buyer	310-830-7600, Ext.1231 sroot@carsonca.gov

ONLY the City's Purchasing Manager may be contacted regarding this solicitation. No other City officers, agents, employees, or representatives have authority to respond on behalf of the City. Contact with unauthorized City personnel or elected officials during the selection process or may result in disqualification.

E. PROPOSER QUALIFICATIONS

Proposers who do not meet the minimum qualifications will be disqualified. This includes failure to hold any required professional qualification, certification, or license for performance of the requested services for which the proposal is submitted.

Awarded contractor and subcontractors (if applicable) must pay the City's business license tax and submit required insurance documents prior to execution of the contract.

F. PROCUREMENT LOCATION AND SCHEDULE

Job location: **City of Carson Parks**

Job Work Schedule: **As needed**

Anticipated Procurement Schedule		
1	Award of Contract	03/21/2023
2	Contract Execution & Notice to Proceed	TBD
3	Begin Engagement	TBD
4	Complete Engagement	TBD

G. OTHER REQUIREMENTS

The City's form contract is required (see Contract Service Agreement). Specific requirements are outlined in the form contract. The City, in its discretion, will prepare the completed/final Contract Service Agreement(s) for City Council approval in connection with the award of contract(s), if any, based on this RFP, the respective successful proposal(s), and the City's standard form contract provisions.

Prevailing Wage Required: No

Performance Bond Required: Not Applicable

The majority of the work as required herein must be performed by the awarded contractor. The work may not be subcontracted to another contractor unless the subcontractor has been included in the Proposal, or a substitution has been approved in writing by the City's Contracting Officer in advance of work performed.

H. COST PROPOSAL

Contractors must provide everything necessary at their own expense including, but not limited

to labor, materials, and equipment required to perform and complete the required work.

The lump sum proposal price must include all necessary labor, materials, and fees to complete the work required by Project Scope and Specifications. Permits, licenses and fees must be obtained at the awarded Contractor's sole expense. Federal taxes must not be included, as the City is exempt from paying federal taxes. However, the City does pay Sales Tax on the purchase of items, which must be included as a separate line within the total proposal price.

The following costs will not be allowed: additional charges such as fuel surcharges and mileage rates, fines, entertainment, advertising, and any costs considered inappropriate for reimbursement from taxpayer money.

Cost proposals shall be submitted by completing the blanks in Exhibit "C" of the **Contract Services Agreement** (attach additional pages if needed). Include hourly rates for additional work which may be authorized by the City's Contract Officer.

I. PROPOSAL OPENING, DOCUMENT REVIEW, AND AWARD OF CONTRACT

All proposals will be opened in the Office of the City Clerk on the date and time noted on the Notice of Request for Proposals. Proposals will be considered confidential until a contract recommendation is made to City Council.

Proposal documents that are submitted on time and meet the minimum requirements outlined above will be reviewed by City staff, which will make a recommendation to the City Council to either reject all proposals or award one or more contracts. The City may award multiple contracts to establish an on-call panel of vendors in order to ensure not only procurement of all necessary services contemplated in this RFP, but also sufficient availability and capacity to deliver the necessary services to multiple events which may occur concurrently or at times at which a given vendor is not available. Evaluation criteria will include qualifications, experience, price, and past performance; and will be based on guidelines in the City's Municipal Code (CMC § 2611 (c)).

The City may hold interviews with respondents prior to a final selection of the project contractor. Such interviews may be conducted in person or by electronic means. The City reserves the right to make such additional investigation as it deems necessary to establish the competence and financial stability of any firm submitting a proposal.

No contract exists until the City Council has made the award, and the contract has been fully executed.

The City of Carson reserves the right to reject all proposals, request additional information or take any other action considered to be in the best interest of the City of Carson.

Specific Evaluation Criteria For Award of Contract Will Be As Follows:

No.	Evaluation Criteria	Points
1	Experience –Give a brief description of your company’s history. Explain your company and the employee structure. Demonstrate experience in contracts similar in scope.	35
2	Capacity to deliver requested/proposed services (i.e., Expected roster size of officials, how many games/locations per day can you cover) – Provide examples and demonstrate that the company can deliver the services efficiently and without interruptions.	25
3	Overall Cost (including primary preference to local businesses having the necessary qualifications, experience, and expertise references, if applicable per CMC 2611.1(b))	25
4	References – Provide three (3) references, to include the most recent organization for programs and services that were provided similar in nature and functionally	15
Total		100

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

[Name of Contractor]

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
[Name of Contractor]**

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this ____ day of _____, ____ by and between the CITY OF CARSON, a California municipal corporation ("City") and _____, a _____ ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Carson's Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required

hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

The Scope of Service shall include the Consultant's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to

furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the

amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed _____ Dollars (\$_____) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and subcontractor contracts. Subcontractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice

provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding three (3) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D"). The City may, at its sole discretion, elect to extend the term of

this Agreement by up to two (2) years, in one (1) year increments.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

(Name)	(Title)
(Name)	(Title)
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be _____, or such person as may be designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension

thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

(g) Broader Coverages and Higher Limits. Notwithstanding anything else herein to the contrary, if Consultant maintains broader coverages and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverages and/or higher limits maintained by Consultant.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed]

Consultant Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or any automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the

work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of

Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any

such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant’s conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be

extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be

entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the

Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Carson, 701 East Carson, Carson, California 90745 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "non-interests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney

CONSULTANT:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____
Address: _____

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/>	INDIVIDUAL	
<input type="checkbox"/>	CORPORATE OFFICER	
	_____ TITLE(S)	_____ TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/>	PARTNER(S) <input type="checkbox"/> LIMITED	
	<input type="checkbox"/> GENERAL	
<input type="checkbox"/>	ATTORNEY-IN-FACT	
<input type="checkbox"/>	TRUSTEE(S)	_____ NUMBER OF PAGES
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	
<input type="checkbox"/>	OTHER _____	
_____ SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))		_____ DATE OF DOCUMENT
_____ _____		_____ SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/>	INDIVIDUAL	
<input type="checkbox"/>	CORPORATE OFFICER	
	_____	_____
	TITLE(S)	TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/>	PARTNER(S) <input type="checkbox"/> LIMITED	
	<input type="checkbox"/> GENERAL	
<input type="checkbox"/>	ATTORNEY-IN-FACT	
<input type="checkbox"/>	TRUSTEE(S)	NUMBER OF PAGES
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	
<input type="checkbox"/>	OTHER _____	
SIGNER IS REPRESENTING:		DATE OF DOCUMENT
(NAME OF PERSON(S) OR ENTITY(IES))		

_____		SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT A
PROJECT SCOPE AND SPECIFICATIONS

The Contractors are to provide officiating services for the City's Adult and Youth Sports programs in an unbiased, professional manner that is consistent with set league rules, and guidelines. The term of the agreement shall be for up to three (3) years with an option for two (2) one-year extensions.

It is estimated that Contractors (collectively, if more than one contract is awarded, with the allocation of work being in the sole discretion of the City) will officiate over 3500 games throughout the City over the course of a calendar year. Work will be performed in accordance with the project scope and specifications set forth herein, without limitation.

DESCRIPTION OF OFFICIATING SERVICES

General Information:

A. Games will be held at any or all of the following locations:

- a. Calas Park
1000 E. 220th Street
Carson, CA 90745
- b. Carriage Crest Park
23800 S. Figueroa Street
Carson, CA 90745
- c. Carson Park
21411 S. Orrick Avenue
Carson, CA 90745
- d. Del Amo Park
703 E. Del Amo Boulevard
Carson, CA 90746
- e. Dolphin Park
21205 Water Street
Carson, CA 90745
- f. Dominguez Park
21330 Santa Fe Avenue
Carson, CA 90810
- g. Hemingway Park
700 E. Gardena Boulevard
Carson, CA 90746
- h. James M Foisia Park
23410 Catskill Avenue
Carson, CA 90745

- i. Stevenson Park
17400 Lysander Drive
Carson, CA 90746
 - j. Veterans Park/Veteran Sports Complex
22400 Moneta Avenue
Carson, CA 90745
 - k. Carson High School
22328 S. Main Street
Carson, CA 90745
 - l. Rancho Dominguez Preparatory
4110 Santa Fe Avenue
Long Beach, CA 90810
 - m. Curtiss Middle School
1254 E. Helmick Street
Carson, CA 90746
 - n. Stephen White Middle School
22102 Figueroa Street
Carson, CA 90745
- A. All games will be played weeknights starting as early as 5:00 p.m. and going as late as 10:30 p.m. Games on weekends can start as early as 8:00 a.m. and go as late as 10:00 p.m. Games may be rescheduled by City at any time.
- A. *Adult Baseball Seasons*: There will be three (3) seasons per calendar year, each with a maximum of 300 regular season games and 30 playoff games for a total of 330 games maximum for the season. Seasons will run as follows:
- Winter – January through April
Summer – May through August
Fall – September through December
- B. *Adult Softball Seasons*: There will be four (4) seasons per calendar year, each with a maximum of 200 regular season games and 20 playoff games for a total of 220 games maximum for the season. Seasons will run as follows:
- Winter – January through March
Spring – April through June
Summer – July through September
Fall – October through December
- A maximum of eight (8) tournaments may be added by City throughout the year.

- C. *Youth Baseball/Softball Season*: There will be a maximum of 600 regular season games and 40 playoff games for a total of 640 games for the season, starting no earlier than April 1st and ending no later than July 15th. Tournaments may be added by City after the conclusion of each season.
- D. *Adult 8 Player Flag Football*: There will be a maximum of 100 regular season games and 20 playoff games for a total of 120 games for the season, starting no earlier than February 1st and ending no later than May 30th.
- E. *Youth Flag Football/Soccer/Fall Softball Season*: There will be a maximum of 450 regular season games and 25 playoff games for a total of 475 games for the season, starting no earlier than September 1st and ending no later than December 15th. Tournaments may be added by City after the conclusion of each season.
- F. *Adult Basketball Seasons*: There will be four (4) seasons per calendar year, each with a maximum of 400 regular season games and 40 playoff games for a maximum total of 440 games for the season. Seasons will run as follows:
- Winter – January through March
 Spring – April through June
 Summer – July through September
 Fall – October through December
- G. *Youth Basketball Season*: There will be a maximum of 625 regular season games and 40 playoff games for a total of 665 games for the season, starting no earlier than December 1st and ending no later than March 15th. Tournaments may be added by City after the conclusion of each season.
- H. Youth clinic games for Rookie divisions consist of a maximum 200 games for basketball, a maximum of 100 games for football, and a maximum of 300 games for soccer.

Specifications

1. Contractors must have all required insurance (per this RFP and the Contract Services Agreement) prior to commencement of contract and must maintain it throughout the term of the contract. In the event uncertified officials are used, prior authorization by the City is required.
2. Contractors must provide sufficient qualified staff (over the age of 18) to perform the services proposed.
3. Completion of the City's mandated background screening check is required for Contractor and all personnel, instructors, staff, or contractors associated with provision of professional officiating services.

4. Contractors are responsible for providing the City with officials that have the knowledge and experience to officiate adult and youth games effectively, confidently, and objectively throughout the City.
5. Contractors are required to ensure that their game officials have the required experience and background to officiate at a level that's equivalent to being CIF (California Interscholastic Federation) or NFHS (National Federation of State High School) certified.
6. For Adult Sports, officials will be compensated at the game site by each participating team. By submitting a proposal, proposers understand, acknowledge, and agree that City is not responsible for providing compensation to officials for Adult Sports games, and that payment is the sole responsibility of the Adult Sports program participants/teams. However, proposers are required to include pricing for all proposed Adult Sports program officiating services in their cost proposals submitted in response to this RFP, so that firm pricing can be set and made known to the Adult Sports participants/teams.
7. Contractors are responsible to fiscally manage the officiating services for Adult and Youth Sports in coordination with the City Recreation Division, and to maintain complete accounting records and implement appropriate accounting controls consistent with standard business practices. Accounting records shall be available for audit/inspection by the City during regular working hours.
8. Contractors are required to adhere to Federal and State financial reporting requirements. Provide financial statements on a monthly, quarterly, and annual basis to the City Finance Department within 30 days of the period end.
9. Contractors are required to secure and maintain all licenses necessary to do business in Los Angeles County, California, City of Carson, and State of California. All licenses and permits are to be obtained at Contractors' expense.
10. Contractors are responsible for payment of any and all pertinent federal, state, or local self-employment, Workers Compensation or income taxes, or other assessments levied by governmental authorities on any monies earned as a result of the Adult and Youth Sports officiating services contractual relationship with the City. The City is to be reimbursed for any claim or assessment, including interest and penalties, by any taxing authority arising out of Contractors' failure to fulfill the foregoing responsibilities.
11. Contractors shall not incur any costs or expenses on behalf of the City, except as specifically approved in advance and in writing by the City.
12. Contractors shall maintain complete and adequate accounting records supporting all charges, fees, expenses, and costs associated with the contract.
13. Contractors shall provide, at the game site, one (1) umpire/official for each assigned baseball (except as provided below) and softball game, two (2) officials for each assigned flag football game, two (2) officials for each 3A or 4A division baseball game, one (1) official for each assigned soccer game, and two (2) officials for each assigned basketball game. Contractors shall supply the appropriate number of officials to cover all scheduled games as requested/assigned by the City (via its Contract Officer). Upon a 24 hours' notice, additional officials may be requested by City for any and all games and including playoff games.

14. The City will give a 2-hour minimum advanced notice of any cancelled or rescheduled games. This allows time to contact officials that game/games are cancelled. If the City fails to provide the 2-hour notice of cancellation, a one game fee will be paid. No other fees shall be charged.
15. Games that are cancelled at the scheduled starting time, due to bad weather, will be paid a one game fee. If any subsequent games are scheduled, game officials are to remain on site, unless dismissed by a site supervisor.
16. When Contractors receive more than a 2-hour notice for any game(s) that have been cancelled or rescheduled a \$10 fee per game will be paid. No other fees will be paid.
17. In the event that there is a scheduling error by the Contractors or a no-show by officials which requires any scheduled game(s) to be cancelled, the Contractors will be assessed a fee that is equal to 50% of contracted per game fee for each cancelled game. No other fees will be paid.
18. Contractors shall require each game official to be at the assigned game location no less than 15 minutes prior to the scheduled game time. Game officials are not to leave the facility during the time frame in which they are assigned to officiate and must remain on site during any forfeited game(s), unless dismissed by a site supervisor. Contractors must notify the Youth Sports Coordinator of any games that were forfeited and the reason for the forfeiture.
19. Contractors will be notified of a game official's late arrival. City may request or require that Contractor not schedule a specific game official that has repeatedly arrived after the designated starting time of their scheduled game(s).
20. All game officials provided by Contractors are required to wear the correct uniform. Uniforms are to meet the standards set by the California Interscholastic Federation (CIF) and the City.
21. Contractors are responsible for ensuring that all scheduled game officials are knowledgeable and familiar with the City's rules and modifications for each sport and that these rules will be properly enforced at each game throughout the season. Upon request and with just cause as determined by City based on demonstrated poor knowledge or familiarity with the foregoing, City may request or require that Contractors not schedule a specific game official.
22. Game officials will sign and properly complete all score cards during each baseball, softball, flag football and soccer game. The following information must be recorded on each score card: List of players for each team, names of the teams playing, current date, actual starting and ending game times, name(s) of official(s), location of game, the results of any pre-game coin toss; indication of when substitutes have entered/exited the game, number of runs, touchdowns or goals scored, last out of inning per team, number of innings pitched by pitcher, number of timeouts taken and the final game score for each team. Contractors will be assessed a fee/liquidated damages equal to 50% of the contracted game fee for each score card that game officials fail to comply with this requirement, as in that event City would need to track down/reconstruct this information. This information needs to be tracked and recorded as it would be needed in the event of a protested game, and tracking this information in real time is the responsibility of the game officials.
23. In the case of a game protested over a misapplication of a rule, and such protest is upheld, that

game will be replayed from the point of protest at no additional charge to the City. Game officials are required to document all necessary game information related to the protest on the game score card, as outlined in the section titled 'Protests' in the City of Carson Youth Sports Rule Book for each sport.

24. Contractors are required to notify and submit a written statement of reported information to the Youth Sports Coordinator on any protest that is brought to the game official's attention within 24-hours of the conclusion of the game. Any coach, player or spectator ejections shall also be reported to the Youth Sports Coordinator within 24-hours of the conclusion of the game. Game officials must submit a written statement describing the incident and the action that was taken by the official.
25. Contractors shall require game officials to cooperate with City staff concerning any incident or injury situations and will provide the name(s) and phone number(s) of any official(s) upon request. Game officials will supply any/all information necessary for proper documentation by site supervisor regarding incident or injury situations.
26. City staff members can evaluate game officials on a random basis throughout the course of the regular season and tournament play. Evaluations will be discussed with the Contractors when necessary. Contractors agree that the City may terminate any contract services agreement for cause based upon (without limitation) game officials not meeting an acceptable level of evaluation standards as determined by City staff.
27. Contractors agree that City staff members have the right to evaluate, and when justified, refuse the service of any official. Written justification will be provided to the Contractor explaining why a game official was precluded from performing such contract services.
28. Contractors are responsible for ensuring that all game officials are aware that their presence and actions, while officiating, must always represent the City in the best possible manner.
29. City's Contract Officer or the Adult and/or Youth Sports Coordinators will assign, and may add or delete, games as necessary, and charges for added or deleted games will be pursuant to Exhibit C- Scheduled of Compensation. The number of games scheduled in total shall depend on the number of participants registered, and the number of scheduled games assigned to each successful proposer(s) will be in the sole discretion of the City's Contract Officer. The City shall provide updated schedules to Contractors when they become available.
30. Cost proposals submitted should be all inclusive of services provided and shall include assignor fees, site checks, and official payment. Please provide cost proposals in Exhibit C, below.
31. Proposers should include any fees associated with site checks in the cost proposal along with a brief description of what is to be accomplished during a site check and how often they will occur.
32. Contractors shall submit an invoice bi-weekly to the Recreation Division. For Adult Sports officiating services, Attn: Adult Sports Coordinator, Matt Jordan and for Youth Sports officiating services, Attn: Youth Sports Coordinator, Nancy Rusas. The Coordinators will review invoices and submit to the Finance Department to process payment.

33. Contractors agree to maintain and honor all terms, conditions, and specifications of the proposal for any additions to programs during the dates listed in the scope.

34. At the start of the sport season, Contractors shall provide a list containing the names and certifications of all officials that may be assigned to work games to the Adult and Youth Sports Coordinators. The preference is for contractors to use a cloud-based program like Arbiter or similar when assigning game officials, so that the City's Contract Officer and the Adult and Youth Sports Coordinators will have the ability to access assignments and confirm that all games are covered.

35. The actual/final Exhibit A to the Contract Services Agreement(s) awarded pursuant to this RFP will be prepared by the City in its discretion based on the RFP, the successful proposal(s), and the City's standard form Contract Services Agreement Exhibit A for on-call services, the provisions of which are as follows **[do not fill in; to be completed by City]**:

I. Consultant will perform the following Services on an on-call basis:

A. ...

B. ...

II. Consultant must perform all on-call Services in compliance with the following requirements:

A. Each task shall be indicated by a written request produced by the Contract Officer with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.

B. Consultant must prepare a written description of the requested tasks including all components and subtasks; the costs to perform the task ("Task Budget"), using the itemized fees in Exhibit C, Schedule of Compensation, whenever a requested task is provided for in Exhibit C; explain how the cost was determined; and a schedule for completion of the task ("Task Completion Date"); which shall all collectively be referred to as the "Task Proposal".

C. Contract Officer shall in writing approve, modify, or reject the Task Proposal, and may issue a Notice to Proceed.

D. The task shall be performed at a cost not to exceed the Task Budget.

E. Consultant shall complete the task and deliver all deliverables to Contract Officer by the Task Completion Date.

III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City apprised of the status of performance by delivering the following status reports:

A. ...

B. ...

IV. All work product is subject to review and acceptance by the City and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

V. Consultant will utilize the following personnel to accomplish the Services:

A. ...

B. ...

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

The Agreement is hereby amended as follows (additions are shown in bold italics and deletions are shown as strikeouts):

- I. The first paragraph of Section 2.4, "Invoices," is hereby deleted in its entirety and replaced with the following:

"2.4 Invoices. Consultant shall submit bi-weekly original invoices to the Community

Services/Parks and Recreation Department. For Adult Sports officiating services, Attn: Adult Sports Coordinator, Matt Jordan and for Youth Sports officiating services, Attn: Youth Sports Coordinator, Nancy Rusas. Invoices shall reflect all work performed and expenses incurred during the preceding two weeks, shall be in a form approved by the Director of Finance, and shall comply with the requirements of Exhibit "C" Schedule of Compensation."

- II. Section 3.4, "Term," is hereby amended to read as follows:

"3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) three (3) years from the date hereof with a City option for two (2) additional one-year extensions as mutually agreed to by the Parties in writing, except as otherwise provided in the Schedule of Performance (Exhibit "D")."

- III. Section 5.1, "Insurance Coverage," is hereby amended to read as follows:

"(a) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$2,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit. The General Liability Insurance policy must include coverage for Sexual and/or Physical Abuse or Molestation. Or, a separate insurance policy will need to be provided with a \$1,000,000.00 limit per claim. Evidence of Sexual and/or Physical Abuse or Molestation coverage must be provided with the certificate of insurance."

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by

or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$ 1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) "Professional Liability. Referee/Umpire Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage."

(e) "Subcontractors: Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for subcontractor. All coverages for subcontractors shall include all of the requirements stated herein. Consultant and its subcontractors shall have insurance prior to the Consultant or its subcontractors being assigned to provide services pursuant to this Agreement. Consultant shall not use uninsured officials unless authorized in writing by the Contract Officer. Consultant's Officials are required to obtain their own accident/injury policies. The City of Carson is not responsible for any accident or injury sustained by Consultant's Officials."

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B."

(g) Broader Coverages and Higher Limits. Notwithstanding anything else herein to the contrary, if Consultant maintains broader coverages and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverages and/or higher limits maintained by Consultant.

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Cost proposals submitted should be all inclusive of services provided and shall include assignor fees, site checks, and official payments. Proposers shall complete cost proposal for all sports for which services are proposed. Rates provided shall be per official, per game; hourly rates will not be accepted. Proposers may provide two different rates for games requiring two officials where appropriate (e.g., baseball plate umpire rate and base umpire rate) Rates proposed shall be for the entire term of the contract, including the initial three-year term and the two optional extension years if exercised by the City (up to five years total).

	Sport	Rate/Official/ Game	Officials per Game	Games
A.	Youth Baseball/Softball			1, 190
	1A Baseball/Softball (5 innings/no new inning after 1:20)		1	
	2A Baseball/Softball (6 innings/no new inning after 1:35)		1	
	3A/4A Baseball/Softball (7 innings/no new inning after 1:50)		2 baseball (plate umpire and base umpire) 1 softball	
B.	Youth Flag Football			320
	Rookie/Clinic (20-minute halves)		2 (Referee and Umpire/Field Judge)	
	1A-3A (10 -minute quarters)		2 (Referee and	

			Umpire/Field Judge)	
C.	Youth Soccer			655
	Rookie/Clinic (20-minute halves)		1	
	1A-3A (25-minute halves)		1	
D.	Youth Basketball			1395
	Rookie/Clinic (8-minute quarters)		1	
	1A-4A (10-minute quarters)		2	
	Adult Basketball (20-minute halves)		2	100

II. Within the budgeted amounts for each Sport, and with the approval of the Contract Officer, funds may be shifted from one Sports sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.

III. The City will compensate Consultant for the Services performed upon submission of a valid invoice, in accordance with Section 2.2. Each invoice is to include (to the extent applicable):

- A.** Line items for all the work performed, the number of hours worked, and the hourly rate.
- B.** Line items for all materials and equipment properly charged to the Services.
- C.** Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- D.** Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services shall not exceed \$[TBD by City], as provided in Section 2.1 of this Agreement.

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

[to be completed by City following award of contract(s)]

- I. Consultant shall perform all Services timely in accordance with the following schedule:**

- II. The Contract Officer may approve extensions for performance of the Services in accordance with Section 3.2.**



CITY OF CARSON
701 E. Carson St., Carson, CA 90745

Evaluation Matrix: RFP 23-009 On-Call Officiating Services

Proposer: Hangtime Sports

Criteria	Points Possible	Evaluator 1	Evaluator 2	Evaluator 3	Average
Experience - Give a brief description of your company's history. Explain your company and the employee structure. Demonstrate experience in contracts similar in scope.	35	35	35	35	91.6667
Capacity to deliver requested/proposed services (i.e., Expected roster size of officials, how many games/locations per day you can cover) - Provide examples and demonstrate that the company can deliver the services efficiently and without interruptions.	25	20	20	20	
Overall Cost (including primary preference to local businesses having the necessary qualifications, experience, and expertise references, if applicable per CMC 2611.1(b))	25	20	20	25	
References - Provide three (3) references, to include the most recent organization for programs and services that were provided similar in nature and functionally.	15	15	15	15	
TOTAL:	100	90	90	95	

Proposer: Sami's Referees LLC

Criteria	Points Possible	Evaluator 1	Evaluator 2	Evaluator 3	Average
Experience - Give a brief description of your company's history. Explain your company and the employee structure. Demonstrate experience in contracts similar in scope.	35	30	35	30	92
Capacity to deliver requested/proposed services (i.e., Expected roster size of officials, how many games/locations per day you can cover) - Provide examples and demonstrate that the company can deliver the services efficiently and without interruptions.	25	23	25	25	
Overall Cost (including primary preference to local businesses having the necessary qualifications, experience, and expertise references, if applicable per CMC 2611.1(b))	25	25	25	25	
References - Provide three (3) references, to include the most recent organization for programs and services that were provided similar in nature and functionally.	15	13	10	10	
TOTAL:	100	91	95	90	

Proposer: Sports Officials for You!, LLC

Criteria	Points Possible	Evaluator 1	Evaluator 2	Evaluator 3	Average
Experience - Give a brief description of your company's history. Explain your company and the employee structure. Demonstrate experience in contracts similar in scope.	35	32	35	25	76.6667
Capacity to deliver requested/proposed services (i.e., Expected roster size of officials, how many games/locations per day you can cover) - Provide examples and demonstrate that the company can deliver the services efficiently and without interruptions.	25	20	15	20	
Overall Cost (including primary preference to local businesses having the necessary qualifications, experience, and expertise references, if applicable per CMC 2611.1(b))	25	18	10	10	
References - Provide three (3) references, to include the most recent organization for programs and services that were provided similar in nature and functionally.	15	15	15	15	
TOTAL:	100	85	75	70	