

# CITY OF EXCELSIOR SPRINGS, MISSOURI

## REQUEST FOR PROPOSAL



### **EXCELSIOR SPRINGS** *Recreation*

## 2024 Youth & Adult Sports Officiating Services

#### SUBMITTAL DEADLINE

3:00pm on November 8, 2023

#### RFP NUMBER

PK24-001

**Any questions regarding this Request for Proposal shall be submitted to the Parks, Recreation and Community Center Director, Nate Williams by e-mail at [natewilliams@es-prcc.com](mailto:natewilliams@es-prcc.com) or by phone at (816) 656-2500.**





**NOTICE TO BIDDERS**  
**2024 Youth & Adult Sports Officiating Services**  
**City of Excelsior Springs, Missouri**

Sealed proposals will be received by the Parks and Recreation Department at the Excelsior Springs Community Center, 500 Tiger Drive, Excelsior Springs, Missouri, until 3:00 p.m. on November 8, 2023. In accordance with the Missouri Sunshine Law, RSMo 610.021, the proposals for the above project will be opened on said date and time and only the bidder name will be read aloud along with required documents checked for responsiveness. On all requests and correspondence, please reference RFP Number PK24-001.

The work under this contract consists of the following:

- Officiating services for our youth & adult sports leagues for the City of Excelsior Springs Parks, Recreation, Community Center Department.

The specific locations and details of the work to be done shall be contained in the special provisions section of the bid document. The contractor shall bid on all alternates.

Pursuant to 610.021 RSMo, all documents within a request for proposal will become open record to the public upon a negotiated contract being executed. All documents within a request for bid become open record as soon as the bid is opened. Bidders and proposers should be aware that all documents within a submittal will become open records.

***Documents not obtained directly from the City of Excelsior Springs are for review purposes only. Actual bidding documents must be obtained from the City of Excelsior Springs contact as stated above.***

The City reserves the right to reject any or all proposals and to waive informalities or deficiencies therein. To negotiate with any or all bidders or others for more favorable terms or prices, and to award a contract to other than the bidder submitting the lowest cost bid proposal, with or without negotiation and to determine which is the lowest best and most responsive, to accept, at its option, any alternates and to approve the bond.

CONTRACT FOR SERVICES  
**2024 Youth & Adult Sports Officiating Services**

**AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES**

Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2023, between \_\_\_\_\_, an entity organized and existing under the laws of the State of \_\_\_\_\_, with its principal office located at \_\_\_\_\_, hereafter referred to as the **Contractor**, and The City of Excelsior Springs, Missouri, with its principal office located at 201 East Broadway, Excelsior Springs, Missouri, hereafter referred to as the City.

This contract and applicable attachments represent the entire understanding and agreement between the parties and no oral, implied, alterations or variations to the contract will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This contract shall be binding upon the heirs, successors, administrators, executors and assigns of the parties hereto. In the event there are any inconsistencies in the provisions of this contract and those contained in the proposal they will be resolved in accordance with the terms of this contract.

This contract is effective as of \_\_\_\_\_ and coincidental with the Mayor's signature and attestation by the Deputy City Clerk and shall remain in effect as described within the attachments.

ARTICLE I  
THE WORK

Contractor agrees to perform all work and provide all materials as specified in Request for Proposal PK24-001 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work as specified in Appendix A may commence upon the signing of this contract and scheduling and approval of the City.

ARTICLE II  
CONTRACT TERM

The initial term of this contract shall be January 1, 2024 to December 31, 2022. If both parties mutually consent to continue the agreement, it may be extended for five additional one year terms under the same terms and conditions.

ARTICLE III  
CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents and to enter in to a guaranteed pricing contract with the City in an amount not to exceed \$\_\_\_\_\_ and in accordance with the service rates proposed with the contractor's bid submission.

The City agrees to pay the Contractor as outlined in the Contract Documents and subject to deductions provided for in Articles IV and VI.

ARTICLE IV  
CONTRACT PAYMENT

The City agrees to pay the Contractor for the completed work as follows: the Contractor will invoice the City twice a month.

- Invoice 1:
  - Developed on the first of the current month
  - Covers all work performed from the 15th of prior month to the conclusion of prior month.
- Invoice 2:
  - Developed on the 15th of the month
  - Covers all work performed from the 1st of the current month to the 14th of the current month.

Any monies not paid to the Contractor when due will bear interest at the rate of one and one-half percent (1 -1/2 %) per month, from the date such payment is due. However, if any portion of the work remains to be completed or corrected at the time payment is due, the City may retain sufficient funds to cover the value of the work not completed.

A penalty of one game fee (based on submitted pricing proposal) per individual, per assignment will be submitted to the contractor if the assigned duties are not covered adequately (i.e., if assigned official is greater than ten minutes late for assigned duty or does not attend at all). This penalty will be deducted off of the subsequent invoice submitted by the Contractor to the City. Proper documentation by the City must be adhered to, to invoke the penalty to occur.

The City will be the sole judge as to the sufficiency of the work performed.

Payment shall be made upon receipt of invoices presented in duplicate as outlined in Appendix B.

Third party payment agreements will not be accepted by the City.

#### ARTICLE V INSURANCE REQUIREMENTS

Insurance shall be provided as outlined in the General Terms and Conditions Appendix B to the Contract.

#### ARTICLE VI RESPONSIBILITIES

The City shall provide all information or services under their control with reasonable promptness and shall designate a representative to render decisions on behalf of the City and on whose actions and approvals the Contractor may rely.

The Contractor's responsibilities and obligations under this agreement are accepted subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Contractor), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Contractor. Impossibility of performance by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance of or delay in performance of this agreement. The City and the Contractor shall agree upon such delay or cancellation of performance and execute this agreement in writing.

Contractor agrees to provide all materials, labor, tools, and equipment necessary to perform and complete the contract as specified.

Contractor will supervise and direct the work performed, and shall be responsible for their employees. Contractor will also supervise and direct the work performed by sub-contractors and their employees and be responsible for the work performed by sub-contractors hired by the contractor.

Contractor agrees to obtain and maintain during the term of this contract the necessary licenses and permits required by federal, state, county and municipal governments to perform the services as required by this contract. Contractor shall bear the cost of any permits which he is obligated to secure. Contractor will also ensure any sub-contractors hired will obtain the necessary licenses and permits as required.

Contractor agrees to comply with all applicable federal, state, county and municipal laws and regulations, including, but not limited to, affirmative action, equal employment, fair labor standards and all applicable provisions of the Occupational Safety and Health Act of 1970, as

amended. Contractor agrees to ensure sub-contractors and their employees comply with all applicable laws and regulations aforementioned.

Contractor also agrees to be, at all times, in full compliance with any and all applicable federal, state and local laws and regulations as they may change from time to time.

#### ARTICLE VII TERMINATION OF AGREEMENT

With Cause – If Contractor fails to perform their duties as specified in this contract, the City through its appointed representative, shall notify the Contractor to correct any default under the terms of this contract. Such notification may be made by telephone or in writing. If the Contractor fails to correct any default after notification of such default, the City shall have the right to immediately terminate this agreement by giving the Contractor ten (10) days written notice.

Without Cause – The City may terminate this agreement at any time by providing sixty (60) days written notice, by certified mail, to the Contractor at the address listed below.

In the event this agreement is terminated, the City may hold as retainer the amount needed to complete the work in accordance with bid specifications.

#### ARTICLE VIII ARBITRATION

In case of a dispute, the Contractor and the City shall each appoint a representative, who, together, shall select a third party to arbitrate the issue. Resolution of the issue will be binding upon both parties.

#### ARTICLE IX AFFIDAVIT of WORK AUTHORIZATION

Pursuant to 285.530 RSMo, the bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by:

- \* submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
- \* providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of

Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

ARTICLE X  
ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. City agrees that it has not relied upon any representations of Bidder as to prospective performance of the goods, but has relied upon its own inspection and investigation of the subject matter.

The parties have executed this agreement at The City of Excelsior Springs the day and year first above written.

IN WITNESS WHEREOF, the parties hereunto have executed two (2) counterparts of this agreement the day and year first written above.



**IN WITNESS WHEREOF**, the parties hereunto have executed two (2) counterparts of this agreement the day and year first written above.

(SEAL)

**THE CITY OF EXCELSIOR SPRINGS, MISSOURI**

By: \_\_\_\_\_  
Jake Simmons, Parks & Rec Board President

Attest: \_\_\_\_\_  
Reggie St. John, Parks & Rec Board City Council Liaison

(SEAL)

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

**APPENDIX A**  
**Scope of Work and Special Provisions**  
**2024 Youth & Adult Sports Officiating Services**

The City of Excelsior Springs is soliciting proposals to provide officiating services for our youth and adult sports for the City of Excelsior Springs Parks, Recreation, Community Center Department.

- General provisions include the following:
  - Officials must be trained in the specific rules of each program assigned prior to the commencement of the program.
  - Officials must be on-site 10 minutes prior to the beginning of their first scheduled game.
  - Officials must be in proper uniform.
  - Officials must know their field assignment prior to arrival and maintain on that field through the duration of their shift, unless City staff deems changes are necessary.
  - Officials must legibly complete all appropriate documentation as it relates to that specific program and return it to the appropriate on-site City staff member before the conclusion of their scheduled shift:
    - Score sheet – Only applicable for youth competitive league and adult league offerings
    - Disciplinary documents
    - Incident reports
    - Status reports – Only applicable if Referee In-Charge is also the sole supervisor of that specific location.
  - Officials must comply with all league policies and procedures set forth by the City of Excelsior Springs. This includes, but is not limited to:
    - Sportsmanship Policy
    - Misconduct Policy
    - League Rules
    - Customer Service Policy
- Scope of work per season per sport:
- Anticipated scope of work per season per sport:
  - Youth Recreational Baseball
    - Summer season
  - Youth Recreational Softball
    - Summer season
  - Youth Intro to Competitive Baseball
    - Summer season
  - Youth Intro to Competitive Softball
    - Summer Season
  - Youth Recreational Basketball
    - Winter season

- Youth Recreational Soccer
  - Spring season
  - Fall season
- Youth Intro to Competitive Soccer
  - Spring season
  - Fall season
- Youth Recreational Volleyball
  - Spring season
  - Fall season
- Adult Recreational Basketball
  - Winter season
- Adult Recreational Volleyball
  - Spring season
  - Summer season
  - Fall season
  - Winter season

Contractor will be paid for actual number of games scheduled and as documented on invoices submitted to the City per the provisions of Article IV. Unit pricing follows on next page.

**CITY OF EXCELSIOR SPRINGS, MISSOURI**  
**RFP # PK24-001**

**Appendix B**

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**Standard Terms and Conditions**

All bid/quote/RFP respondents are expected to comply with City of Excelsior Springs Standard Contract Terms and Conditions. Submission of a response to this proposal constitutes acceptance of these standard terms and conditions.

*A. Procedures*

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Parks & Recreation Board or their authorized representative(s). The Contractor shall not comply with requests and/or orders issued by any other person. The Board will designate their authorized representatives in writing. Both the City of Excelsior Springs and the Contractor must approve any changes to the contract in writing.

*B. Contract Award*

Award of this contract is anticipated no later than 30 days after bid deadline.

*C. Insurance*

The Contractor shall procure, maintain, and provide proof of, insurance coverages for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City of Excelsior Springs by the Contractor, its agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall be submitted prior to the commencement of work and such coverage shall be maintained by the Contractor for the duration of the contract period. Claims made on policies must be enforce or that coverage purchased for three (3) years after contract completion date.

1. Comprehensive General Liability:

- Minimum Limits - \$2,000,000 per occurrence and \$2,000,000 aggregate

2. Comprehensive Automobile Liability:

- Minimum \$2,000,000 combine single limit for bodily injury and property damage per occurrence

3. Workers' Compensation:

- Missouri Statutory Requirement. Must show proof of workers' compensation coverage for any person performing work for the City.

4. Employers' Liability:

- \$1,000,000 each employee, \$1,000,000 each accident and \$1,000,000 policy limit

*D. Hold Harmless Clause*

The Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the City of Excelsior Springs, its officials, employees, agents, residents and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property as a consequence of any neglect in safeguarding contract work or on account of any act or omission by the Contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

*E. Exemption from Taxes*

The City of Excelsior Springs is exempt from state sales tax and federal excise tax. Tax exemption certificates indicating this tax exempt status will be furnished on request, and therefore the City shall not be charged taxes for materials or labor.

*F. Employment Discrimination by Contractors Prohibited/Wages/ Information*

During the performance of a contract, the Contractor shall agree that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that it is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order so that the provisions will be binding upon each subcontractor or vendor used by the Contractor.

*G. Invoicing and Payment*

The Contractor shall submit invoices, in duplicate, for services outlined above in the scope of services and according to the schedule agreed upon during final negotiations, with proper attachments documenting work performed, fees applied, etc.

*H. Cancellation*

The City of Excelsior Springs reserves the right to cancel and terminate this contract in part or in whole without penalty upon 60 days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

*I. Contractual Disputes*

The Contractor shall give written notice to the City of Excelsior Springs of its intent to file a claim for money or other relief at the time of the occurrence or the beginning of the work upon which the claim is to be based.

The written claim shall be submitted to the City no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the City of Excelsior Springs shall reduce their decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of receipt of the claim.

City decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the City Manager, or his designee. The City Manager shall render a decision within sixty (60) days of receipt of the appeal.

*J. Severability*

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

*K. Applicable Laws*

This contract shall be governed in all respects by federal and state laws. All work performed shall be in compliance with all applicable City of Excelsior Springs codes.

*L. Drug/Crime Free Work Place*

The Respondent acknowledges and certifies that it understands that the following acts by the contractor, its employees, and/or agents performing services on City of Excelsior Springs property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes)
3. Any crimes committed while on City property.

The Respondent further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the City of Excelsior Springs in addition to any criminal penalties that may result from such conduct.

*M. No Escalation of Fees*

The pricing of services contained in the contract for the selected Contractor shall remain in effect for the duration of the contract. No escalation of fees will be allowed.

*N. Permits*

The successful Contractor shall be responsible for obtaining all permits, and for incurring all expenses associated with those permits, prior to proceeding with the scope of work and services described in this solicitation. Included in these permits will be the "Occupation License" required of all contractors doing business within the City limits of Excelsior Springs. This permit can be obtained from the office of Planning & Zoning, 201 E. Broadway, Excelsior Springs, Missouri, 64024.

*O. Compliance with Missouri Law Regarding the Employment of Illegal Aliens*

The successful Contractor shall be responsible for understanding and complying with all Missouri laws pertaining to the employment of illegal aliens. This will include certification to the City of such

**PLEASE NOTE: The following affidavit needs to be completed and returned with RFP.**

**AFFIDAVIT**

(as required by Section 285.530, Revised Statutes of Missouri)

As used in this Affidavit, the following terms shall have the following meanings:

**EMPLOYEE:** Any person performing work or service of any kind or character for hire within the State of Missouri.

**FEDERAL WORK AUTHORIZATION PROGRAM:** Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

**KNOWINGLY:** A person acts knowingly or with knowledge,

(a) with respect to the person’s conduct or to attendant circumstances when the person is aware of the nature of the person’s conduct or that those circumstances exist; or

(b) with respect to a result of the person’s conduct when the person is aware that the person’s conduct is practically certain to cause that result.

**UNAUTHORIZED ALIEN:** An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: \_\_\_\_\_

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

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

- 1 I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
- 2 Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Excelsior Springs: Project # 16-001-001.
- 3 Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.
- 4 Attached hereto is documentation affirming Contractor’s enrollment and participation in a



federal work authorization program with respect to the employees working in connection with the contracted services.

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
Signature

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

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**PLEASE NOTE:** Acceptable enrollment and participation documentation consists of the following 2 pages of the E-Verify Memorandum of Understanding:

- 1 A valid, completed copy of the first page identifying the Contractor; and
- 2 A valid copy of the signature page completed and signed by the Contractor, the Social Security Administration, and the Department of Homeland Security -Verification Division.

# 2024 Youth & Adult Sports Officiating Services

RFP PK24-001

## Instructions to Bidders

**(2) SIGNED PROPOSALS**

**Plus one (1) unbound copy for a total of three (3) copies**

**MUST BE RECEIVED BY:**

**3:00pm on November 8, 2023**

**PLEASE MARK YOUR SUBMITTAL "SEALED PROPOSAL – OFFICIATING SERVICES" AND SEND IT TO:**

**Nate Williams  
Parks, Recreation, Community Center Director  
City of Excelsior Springs Parks and Recreation  
500 Tiger Drive  
Excelsior Springs, Missouri 64024**

**Bid packet must include Project approach, Firm qualifications, and Proposal forms A – E attached with this RFP.**

**Attach bid bond and the E-Verify documents to unbound copy.**

**Any questions regarding this Request for Proposal shall be submitted to Nate Williams by e-mail at [natewilliams@es-prcc.com](mailto:natewilliams@es-prcc.com) or by phone at (816) 630-1040.**

**PROPOSAL FORM A**

RFP PK24-001

**PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS**

I (authorized agent) \_\_\_\_\_ having authority to act on behalf of  
(Company name) \_\_\_\_\_ do hereby  
acknowledge that (Company name) \_\_\_\_\_ will be bound by all  
terms, costs, and conditions of this proposal for a period 90 days from the date of submission; and  
commit to sign the Agreements.

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
Street

ADDRESS: \_\_\_\_\_  
City State Zip

PHONE: \_\_\_\_\_

DATE: \_\_\_\_\_  
(Month-Day-Year) Signature of Officer/Title

DATE: \_\_\_\_\_  
(Month-Day-Year) Signature of Officer/Title

Indicate Minority Ownership Status of Bidder (for statistical purposes only):  
Check One:

- \_\_\_\_\_ MBE (Minority Owned Enterprise)
- \_\_\_\_\_ WBE (Women Owned Enterprise)
- \_\_\_\_\_ Small Business

**PROPOSAL FORM B**  
RFP PK24-001

**CONTRACTOR DISCLOSURES**

*The Contractor submitting this RFP shall answer the following questions with regard to the past five (5) years. If any question is answered in the affirmative, the Firm shall submit an attachment, providing details concerning the matter in question, including applicable dates, locations, names of projects/project owners and circumstances.*

1. Has the Firm been debarred, suspended or otherwise prohibited from doing business with any federal, state or local government agency, or private enterprise?  
Yes \_\_\_ No \_\_\_
  
  2. Has the Firm been denied prequalification, declared non-responsible, or otherwise declared ineligible to submit bids or proposals for work by any federal, state or local government agency, or private enterprise?  
Yes \_\_\_ No \_\_\_
  
  3. Has the Firm defaulted, been terminated for cause, or otherwise failed to complete any project that it was awarded?  
Yes \_\_\_ No \_\_\_
  
  4. Has the Firm been assessed or required to pay liquidated damages in connection with work performed on any project?  
Yes \_\_\_ No \_\_\_
  
  5. Has the Firm had any business or professional license, registration, certificate or certification suspended or revoked?  
Yes \_\_\_ No \_\_\_
  
  6. Have any liens been filed against the Firm as a result of its failure to pay subcontractors, suppliers, or workers?  
Yes \_\_\_ No \_\_\_
  
  7. Has the Firm been denied bonding or insurance coverage, or been discontinued by a surety or insurance company?  
Yes \_\_\_ No \_\_\_
  
  8. Has the Firm been found in violation of any laws, including but not limited to contracting or antitrust laws, tax or licensing laws, labor or employment laws, environmental, health or safety laws?  
Yes \_\_\_ No \_\_\_
- \*With respect to workplace safety laws, this statement is limited to willful federal or state safety law violations.*
9. Has the Firm or its owners, officers, directors or managers been the subject of any criminal indictment or criminal investigation concerning any aspect of the Firm's business?  
Yes \_\_\_ No \_\_\_
  
  10. Has the Firm been the subject to any bankruptcy proceeding?  
Yes \_\_\_ No \_\_\_

**Legal Matters**

1. Claims, Judgments, Lawsuits: Are there or have there been any claims, judgments, lawsuits or alternative dispute proceedings involving the Firm that involve potential damages of \$10,000 or more in the past 48 months?

Yes     No        If yes, provide details in an attachment.

2. Complaints, Charges, Investigations: Is the Firm currently or has the firm been the subject of any complaint, investigation or other legal action for alleged violations of law pending before any court or governmental agency within the past 48 months ?

Yes     No        *If yes, provide details in an attachment.*

**Required Representations**

In submitting this RFP, the Firm makes the following representations, which it understands are required as a condition of performing the Contract Work and receiving payment for same.

1. The Firm will possess all applicable professional and business licenses required for performing work in Excelsior Springs, Missouri.
2. The Firm satisfies all bonding and insurance requirements as stipulated in the solicitation for this project.
3. The Firm and all subcontractors that are employed or that may be employed in execution of the Contract Work shall be in full compliance with the City of Excelsior Springs’s requirements for Workers’ Compensation Insurance.
4. If awarded the Contract Work, the Firm represents that it will not exceed its current bonding limitations when the Contract Work is combined with the total aggregate amount of all unfinished work for which the Contractor is responsible.
5. The Firm represents that it has no conflicts of interests with the City of Excelsior Springs if awarded the Contract Work, and that any potential conflicts of interest that may arise in the future will be disclosed immediately to the City.
6. The Firm represents the prices offered and other information submitted in connection with its proposal for the Contract Work was arrived at independently without consultation, communication, or agreement with any other offeror or competitor.
7. The Firm will ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

**PROPOSAL FORM C**  
RFP PK24-001

**EXPERIENCE / REFERENCES**

Please provide a minimum of 2 references where your firm has performed similar work to what is being requested in the RFP and within the past 36 months. Please include ONLY the following information:

- Name
- Contact
- Title
- Mailing Address
- Telephone Number
- Project Name, Amount and Date completed

\*Please list any Municipalities that you have done work for in the past 48 months.

**PROPOSAL FORM D**  
RFP PK24-001

Proposal of \_\_\_\_\_, organized and existing  
(Company Name)

under the law of the State of \_\_\_\_\_, doing business as

(\*) \_\_\_\_\_.

To the City of Excelsior Springs, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. PK24-001 – 2022 Sports Officiating Services.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) \_\_\_\_\_, issued thereto, receipt of which is hereby acknowledged for the following unit prices.

By submission of this Bid, each Bidder certifies, and in the case of a joint bid, each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

The Bidder hereby agrees to commence work under this contract on or before the date specified in the *Notice to Proceed* and to fully complete the project in accordance with the completion dates specified in the Special Provisions.

Bidder further acknowledges that bidder is the official holder of the “Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Excelsior Springs, Missouri.”

(\*) Insert “a corporation, a partnership, or an individual” as applicable.

**BID FORM E**  
**RFP # PK24-001**

**Guaranteed Pricing Contract Bid:**

**2024 Sports Officiating Services**

| League  | Ages   | Unit Price per Game | Other Information |
|---|--|---------------------|-------------------|
| <b>Recreation Baseball / Softball Umpires</b> |  |                     |                   |
| (individual fee)                              | 6U T-Ball                                    |                     |                   |
|   | 8U Machine Pitch                             |                     |                   |
|   | 10U Kid Pitch                                |                     |                   |
|   | 12U Kid Pitch                                |                     |                   |
|   | Adult Slowpitch Softball                     |                     |                   |
|   |  |                     |                   |
| <b>Basketball Officials</b>                   | 6U Rec                                       |                     |                   |
| (individual fee)                              | 8U Rec                                       |                     |                   |
|   | 10U Rec                                      |                     |                   |
|   | 12U Rec                                      |                     |                   |
|   | Adult League Games                           |                     |                   |
|   |  |                     |                   |
| <b>Soccer Officials</b>                       | U6 Rec                                       |                     |                   |
| (individual fee)                              | U8 Rec                                       |                     |                   |
|   | U10 Rec                                      |                     |                   |
|   | U12 Rec                                      |                     |                   |
|   |  |                     |                   |
| <b>Volleyball Officials</b>                   | Rec. 3 <sup>rd</sup> & 4 <sup>th</sup> grade |                     |                   |
| (individual fee)                              | Rec. 5 <sup>th</sup> – 7 <sup>th</sup> grade |                     |                   |
|   | Adult Volleyball                             |                     |                   |
|   |  |                     |                   |
| <b>Official Assigner Fee</b>                  |  |                     |                   |
| (per official assigned)                       |  |                     |                   |



**I understand that, once awarded, the contract will be paid out for final quantities of games officiated and assigned and in accordance with the guaranteed pricing established by this proposal.**

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**Company Name**

**NOTE FOR ALTERNATES AWARD:**

Bids for Alternates may or may not be awarded. The Alternates are placed in order of priority. If alternates are awarded, they will be awarded in the order of priority, up to budgeted amount and the lowest bid will be based upon the base bid and those alternates awarded.