

# Bid Documents Sport Referee/Umpire Assigning Services

Bids are due by 9:45 a on Monday, December 11 and will be opened and read aloud on <u>Monday</u>, <u>December 11</u>, <u>2023 at 10:00 A.M</u> at the Huntley Park District Rec Center located at 12015 Mill Street. Huntley, IL 60142

#### **ADVERTISEMENT FOR BIDS**

The Huntley Park District is accepting bids for the following services:

Sport Referee / Umpiring Assigning Services

Huntley Park District, Huntley, Illinois, invites bids for Sport Referee/Umpire Assigning Services 2024 commencing on January 1, 2024 through December 31, 2024 for the Huntley Park District. Sealed proposals will be received until 9:45 AM on December 11, 2023, at the Huntley Park District Rec Center located at 12015 Mill St, Huntley, Illinois. A public opening will take place at 10:00 AM on December 11, 2023 at the Huntley Park District Rec Center located at 12015 Mill St. The Bid may be awarded at a Meeting of the Park Board of Commissioners on December 20, 2023 at 7:00 p.m. at the Rec Center, 12015 Mill Street., Huntley, Illinois 60142.

Copies of documents required for bidding may be obtained at our website at <a href="https://www.huntleyparks.org">www.huntleyparks.org</a>.

#### Bidders must note:

- Bids must be submitted in sealed envelopes, and plainly marked "SEALED BID- Sport Referee/Umpire Assigning Services" and have the bidder's company name indicated on the face of the envelope.
- 2. Bids shall be submitted only on the bid form provided. The bid form must be completed in full and all total prices must include all work as stated in the specifications.
- 3. All bids submitted will be considered firm for a period of 60 days from the bid opening date.
- 4. All bidders are required to demonstrate to the satisfaction of the District, that they are capable and able to complete the work as required in the specifications. Each bidder shall submit with his bids, proof that he satisfactorily performed work of a similar nature to that specified within the preceding two years, together with the locations and the names of the responsible individuals in charge of such programs.

Proposals are to be enclosed in a sealed envelope addressed to: Huntley Park District, 12015 Mill Street, Huntley, Illinois 60142, ATTENTION: Director of Recreation

The Board of Park Commissioners of the Huntley Park District reserves the right to waive any irregularities and to accept or reject any proposal.

Joe Patterson
Director of Recreation

#### Rejection of Proposals:

- A. The Huntley Park District ("District") reserves the right to cancel invitations for proposals or requests for proposals without penalty when it is in the best interest of the District. Notice of cancellation shall be sent to all individuals or entities solicited.
- B. The District reserves the right to reject any or all proposals, to waive any minor informality or irregularity in any bid, to negotiate changes and/or modifications with the lowest responsible bidder and to make award to the response deemed to be the most advantageous to the District. Bidders shall be required to comply with all applicable federal, state and local laws, including those relating to employment of labor without discrimination on the basis of age, race, color, handicap, sex, national origin or religious creed.
- C. Any bid not conforming to the specifications or requirements set forth by the District in the bid request may be rejected.
- D. Proposals may also be rejected if they are made by a bidder that is deemed un-responsible due to a lack of qualifications, capacity, skill, character, experience, reliability, financial stability or quality of services, supplies, materials, equipment or labor.

### Term of Engagement:

A contract between the Huntley Park District and the successful bidder for the services herein described shall be for *one-full year of service*, with the Park District's option to renew for up to two (2) additional one-year extensions. This contract shall be subject to:

- 1. Satisfactory negotiation of terms including a price acceptable to both the Huntley Park District and the selected contractor and the concurrence of the Park Board.
- 2. Annual review by the District.

This contract between the District and successful bidder shall not be assigned or transferred without the prior written approval of the District. The District may enter into up to three (3) successive one-year contracts with the successful bidder without engaging in an additional bidding process. The decision to waive the bidding process for successive one-year contracts is at the sole discretion and approval of the District.

#### **SPECIFICATIONS**

# Sport Referee/Umpire Assigning Services ("Services")

#### **DEFINITIONS:**

The Term "District" whenever used in the contract documents shall be construed to mean the Huntley Park District.

### Conditions:

The Contractor is responsible for being familiar with all conditions, instructions, and documents governing this Contract. Failure to make such preparations shall not excuse the Contractor from performance of the duties and obligations imposed under the terms of the contract.

### **Insurance and Indemnification:**

The Contractor shall obtain insurance of the types and in the amounts listed below.

# A. Commercial General, Liquor, and Umbrella Liability Insurance

#### Commercial General and Umbrella Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, liquor liability, products-completed operations, personal injury and advertising injury, athletic participation, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The District shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the District. Any insurance or self-insurance maintained by the District shall be in excess of the Contractor's insurance and shall not contribute with it.

Umbrella Liability Insurance is required in this Contract. The Contractor waives all rights against the District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractor's 's use of the District's premises.

#### B. General Insurance Provisions

- Evidence of Insurance Prior to using any District facility or premises, Contractor shall furnish the District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.
- All certificates shall provide for advance written notice to the District prior to the cancellation or material change of any insurance referred to therein. Written notice to the District shall be by certified mail, return receipt requested.
- 3. Failure of the District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements of failure of the District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- 4. The District shall have the right, but not the obligation, of prohibiting from occupying the District's premises until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the District.
- 5. Failure to maintain the required insurance may result in termination of this Contractor the District's option.
- 6. Contractor shall provide certified copies of all insurance policies required above within 10 days of the District's written request for said copies.
- 7. Acceptability of Insurers For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the District has the right to reject insurance written by an insurer it deems unacceptable.
- 8. Cross-Liability Coverage If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
- 9. Deductibles and Self-Insured Retentions Any deductibles or self-insured retentions must be declared to the District. At the option of the District, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees,

volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

#### C. Indemnification

Contractor shall indemnify and hold harmless the District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising from or in any way connected with (i) the use of the premises or of any business or activity thereon, or any work or thing whatsoever done, or condition created in or about the premises during the use; (ii) any act, omission, wrongful act or negligence of Contractor or of any Contractor's 's or subcontractors, or the directors, officers, agents, employees, invitees of Contractor or Contractor's subcontractors; (iii) any accident, injury or damage whatsoever occurring in or at the premises, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Section C. Contractor shall similarly protect, indemnify and hold and save harmless the District, its officers, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under or Contractors default of any provision of the Contract.

#### SCOPE OF WORK

#### A. Locations

It is acknowledged and understood that Services performed on or with properties owned and controlled by the District under the terms of this Contract, the Contractor agrees and warrants to:

- 1. To use, and supervise the proper use of all facilities and equipment with due care and:
- 2. To report all defects in, or damage to any District facilities or equipment when observed.

If Services are to be provided at a location that is not owned or controlled by the District the Contractor warrants and agrees:

- 1. To maintain all facilities and equipment used by the District or Contractor's patron, guests or invitees under this Contract in clean, sanitary and safe conditions, free from defect of every kind whatsoever.
- 2. That the Contractor or the Contractor's employees/subcontractors/agents will conduct periodic inspections of all such facilities and equipment utilized under this

Contract and:

3. That the District may, but shall have no duty to inspect such facilities and equipment to ascertain compliance by the Contractor whenever the District deems such inspection is warranted and;

## Location(s) of Services to be performed by Contractor include(s):

1. Huntley Park District

Rec Center 12015 Mill Street Huntley, IL 60142

- 2. School District 158 Schools
  - a. Chesak Elementary School (10910 Reed Rd., Lake in the Hills, IL 60156)
  - b. Conley Elementary School (750 Dr. John Burkey Dr., Algonquin, IL 60102)
  - c. Leggee Elementary School (13723 Harmony Road, Huntley, IL 60142)
  - d. Mackeben Elementary School (800 Dr. John Burkey Dr., Algonquin, IL 60102)
  - e. Martin Elementary School (10920 Reed Rd., Lake in the Hills, IL 60156)
  - f. Heineman Middle School (725 Dr. John Burkey Dr., Algonquin, IL 60102)
  - g. Marlowe Middle School (9625 Haligus Rd., Lake in the Hills, IL 60156)
  - h. Huntley High School (13719 Harmony Rd., Huntley, IL 60142)
- **3.** Various Huntley Park District athletic fields used for outdoor leagues.

All locations in use will be provided upon seasonal schedule release.

### B. Services ("Services") to be performed by the Contractor include:

- 1. Hire and/or subcontract and assign a sufficient number of qualified referees and umpires for the following leagues throughout the year for the District.
  - a. Youth Basketball League (1st-8th Grade)
  - b. Feeder Basketball Boys & Girls Program (4<sup>th</sup> 8<sup>th</sup> Grades)
    - i. League Games
    - ii. Tournaments
  - c. High School Basketball League
  - d. Adult Basketball Leagues
  - e. Flag Football Leagues (1st 8th Grades)
  - f. Adult Softball Leagues

The District may look to expand program offerings. If the awarded Contractor is asked to provide Services for any leagues not represented with the above listing, fees for these services shall be negotiated between the District and the Contractor. If the Contractor cannot provide officials for any game/sport or an agreed upon amount is not determined, the District reserves the right to contract with other vendors. The contractor awarded the bid will be contacted first and requested to provide staff before any other vendor is contacted.

2. The Contractor, shall have sole control over the manner, means and methods of performing the Services required by this Contract according to the Contractor's own independent judgement.

- 3. The Contractor is solely responsible for the direction of the Contractor's employees, subcontractors and/or agents, if any, and for their actions in performing Services hereunder:
  - a. It is the responsibility of the Contractor to hire or subcontract for any additional personnel needed to perform the Services under this Contract for the Contractor.
- 4. The Contractor will devote the necessary time and resources to render the Services;
  - a. Such resources include all necessary tools, materials, equipment or other essential items required to perform the Services unless otherwise stated and agreed upon by the District.
- 5. The Contractor acknowledges and agrees that it is solely responsible for its employees/subcontractors/agents actions in performing the Services. The Contractor acknowledges and agrees that it is responsible for all expenses, including the provision of equipment and materials related to provision of the contracted for Services, unless otherwise agreed upon by the District.

### **Background Checks**

The Contractor agrees to conduct criminal background checks for all employees and staff assigned to this Contract and screen such background checks by reference to the disqualifying convictions set forth in Section 8-23 of the Park District Code. The Contractor is solely responsible for determining whether any conviction disqualifies any employees/subcontractors/agents. The Contractor hereby represents and warrants to the District that prior to any use of District property, all stated employees, subcontractors and agents have been subject to, and passed, criminal background checks performed by a qualified third-party in the business of performing criminal background checks.

# **Equal Employment Opportunity**

Equal Employment Opportunity shall be a material term of this contract. Decisions regarding awarding the Contract will be made without regard to race, color, religion, sex, national origin/ancestry status, disability, age, marital status, military status, unfavorable discharge from military status, arrest record, citizenship status or any other protected characteristic under federal, state or local laws.

#### Communication skills

Contractor must be able to communicate with District personnel so that required work under the Contract is completed.

## **Training & Safety**

Contractor and Contractor's employees/agents/subcontractors must be trained in the District's safety and operational procedures.

#### **Responsibilities**

It is understood that the dissemination of information to the general public and District patrons, guests, or invitees concerning the services to be provided under the Contract is the sole responsibility and right of the District. The Contractor will not independently advertise or solicit for students/patron attendance without prior written permission of the District. The Contractor will not represent any activity in which it is engaged, including, but not limited to those of the Contractor under this Contract, as having been approved by the District or otherwise use the District's name in a testimonial manner without prior written permission of the District.

## Manner of Payment:

The District follows the Illinois "Prompt Payment Act" established by Illinois State Statutes (50 ILCS 505/1 et seq.) and, as such, the District Board approves invoices within thirty (30) days after receipt of the invoice and sends payment within thirty (30) days after the invoice has been approved by the District Board.

## A. Billing/Invoicing:

- The Contractor agrees to submit an itemized invoice on a monthly basis on or near the first date of each month. Itemizing the number and fees for the previous month's games played. The District will process all requests for payment in accordance with the Illinois Local Government Prompt Payment law.
- 2. The Contractor will provide a Federal Employer Identification Number or social security number (for individuals to be paid) to the District. A W-9 form must also be submitted before any payment will be made.
- 3. The District will report payments of \$600 or more to the IRS on Form 1099-Misc.
- 4. The Contractor is responsible to pay all applicable federal, state and local income and withholding tax obligations or contributions imposed by social security, unemployment insurance, and worker's compensation insurance on behalf of the Service Provider for those employees, if any, employed by the Service Provider. Service Provider is responsible for reporting all payments to its subcontractors in compliance with State and Federal law.

#### PROPOSAL EVALUATION CRITERIA

#### A. Mandatory Elements:

- 1. The Contractor acknowledges and agrees that neither it nor its employees, subcontractors or agents are entitled to any benefits or protections afforded employees of the District or bound by any obligations of employees of the District. The Contractor understands and fully agrees that it will not be covered under provisions of the unemployment compensation insurance of the District or the workers' compensation insurance of the District and that any injury or property damage on the job will be the Contractor's sole responsibility and not the responsibility of the District. Also, it is understood that the Contractor is not protected as an employee or as a person acting as an agent or employee under the provisions of the general liability insurance of the District and therefore, the Contractor will be solely responsible for his/her own actions. The District will in no way defend the Contractor in matters of liability.
- 2. The Contractor agrees not to hold itself out as an employee or joint employee of the District to members of the public.
- 3. The Contractor acknowledges and agrees that he or she is solely responsible to pay all applicable federal, state and local income and withholding tax obligations or contributions imposed by social security, unemployment insurance and worker's compensation insurance on behalf of the Contractor and those employees, if any, employed by it.
- 4. The Contractor shall indemnify and hold the District harmless if an official/umpire is injured in the course of his/her duties.
- 5. The Contractor acknowledges and agrees that he or she has no conflict of interest with regard to any other work performed by the Contractor for the District.
- 6. The Contractor adheres to the instructions in this invitation to bid on preparing and submitting the proposal and returning the signed pages addressed in Supplemental Documents of this solicitation.
- 7. The Contractor has an understanding of the specific need of the District as it relates to the Services provided.
- 8. References/Past Performance of Contractor have been included in this bid.
- 9. The Contractor is insured at the levels approved by the District.

# B. <u>District Policies and Ordinances:</u>

The Contractor will strictly comply with all policies and ordinances of the District, Village of Huntley, laws of the State of Illinois, and federal laws, rules and regulations.

# C. <u>Termination of Contract:</u>

The District reserves the right to terminate the whole or any part of this Contract at any time, for any reason, upon providing seven (30) days prior written notice to the Contractor.

# D. Award of Bid:

All proposals will be tabulated, and a recommendation shall be prepared and forwarded to the Park Board for approval. The District reserves the right to award all, or parts, or separate parts of the bid. The award of this Contract may be determined at the District Board meeting on December 20, 2023, with a commencement of Services on January 1, 2024.

# **REFERENCES**

General Information, list below current business references for whom you have performed work similar performed in the past two years that is required by this proposal. Bids will be rejected if less than two (2) references are provided. If additional sheets are needed, please make copies.

Reference #1	
Address	
City, State, Zip Code	
Telephone Number	
Contact Person	
Dates of Service	
Reference #2	
Address	
City, State, Zip Code	
Telephone Number	
Contact Person	
Dates of Service	
Reference #3 (Optional)	
Address	
City, State, Zip Code	
Telephone Number	
Contact Person	
Dates of Service	

# for Sport Referee/Umpire Assigning Services Total Cost Summary

SEALED BID DUE NO LATER THAN: December 11, 2023 at 9:45AM BID OPENING: DECEMBER 11, 2023 AT 10:00AM

Contractor Submitting Proposal:		
Person Completing Bid:		
Address:		
City, State, Zip:		
Phone #:	Fax#	
Fmail:		

For the performance of all items of work, furnishing all materials, equipment, labor, etc. ("Services") necessary to complete as indicated in the specifications, we submit the following prices per sport based off the chart provided below.

The term of this Contract shall be for *one full year of service*, with a District option to renew for up to two (2) additional one-year extensions. Please provide the lump sum cost for year one and for the possible second- and third-year extensions with price increases to not exceed five percent (5%) for any option year per sport.

## Other Information:

- 1. Provide what type of certification and/training you would require or provide for officials in the various sports.
- 2. Provide what type of uniform requirements you would have for an official for the various sports.
- 3. What type of evaluation process do you provide for active officials? What type of discipline process do you use for non-performance issues, i.e. failure to arrive for a scheduled game, late arrival or unqualified.
- 4. Include your policy on payment for the following scenarios:
  - a. Partial Rainout (game started but then rained out)
  - b. Entire Game rained out (game never started)
  - c. Single scheduled game (only 1 game for the day)

Please provide the fee charged to the District per official and the amount paid to the official per sport in the charts below for each year.

# Huntley Park District Bid Form for Sport Referee/Umpire Assigning Services *Total Cost Summary*

# YEAR 2024

Level	1st & 2nd	3 <sup>rd</sup> & 4 <sup>th</sup>	5 <sup>th</sup> & 6 <sup>th</sup>	7 <sup>th</sup> & 8 <sup>th</sup>	Feeder	High	Adult
	Grade	Grade	Grade	Grade		School	
	BASKETBALL						
# of Ref(s)	1	2	2	2	2	2	2
Estimated #							
of	130	160	100	45	370	60	230
games/level							
Basketball fee							
charged to							
District per							
official							
Basketball							
amount paid							
to official							
		FLAG	FOOT	BALL			
# of Refs	2	2	2	2			
Estimated #							
of	30	40	30	30	N/A	N/A	N/A
games/level							
Flag Football							
fee charged to					N/A	N/A	N/A
District per					11/ 🖰	11/ 🖰	11/ 🖰
official							
Flag Football							
amount paid					N/A	N/A	N/A
to official							
ADULT SOFTBALL							
# of							1
Umpire(s)							
Estimated #							
of	N/A	N/A	N/A	N/A	N/A	N/A	60
games/level							
Adult Softball							
fee charged to	N/A	N/A	N/A	N/A	N/A	N/A	
District per	IN/ A	IN/ A	IN/ A	IN/ A	IN/ A	IN/ A	
official							
Adult Softball							
Amount paid	N/A	N/A	N/A	N/A	N/A	N/A	
to official							

# for Sport Referee/Umpire Assigning Services Total Cost Summary

# **YEAR 2025**

Level	1st & 2nd	3 <sup>rd</sup> & 4 <sup>th</sup>	5 <sup>th</sup> & 6 <sup>th</sup>	7 <sup>th</sup> & 8 <sup>th</sup>	Feeder	High	Adult
	Grade	Grade	Grade	Grade		School	
		ВА	SKETBA	\LL			
# of Ref(s)	1	2	2	2	2	2	2
Estimated #							
of	130	160	100	45	370	60	230
games/level							
Basketball fee							
charged to							
District per							
official							
Basketball							
amount paid							
to official							
		FLAG	FOOT	BALL			
# of Refs	2	2	2	2			
Estimated #							
of	30	40	30	30	N/A	N/A	N/A
games/level							
Flag Football							
fee charged to					N/A	N/A	N/A
District per					. ,, , ,	1 1,7 1	1 1,7 1
official							
Flag Football							
amount paid					N/A	N/A	N/A
to official							
		ADUL	T SOFT	BALL			
# of							1
Umpire(s)							
Estimated #							
of ,	N/A	N/A	N/A	N/A	N/A	N/A	60
games/level							
Adult Softball							
fee charged to	N/A	N/A	N/A	N/A	N/A	N/A	
District per	,	,		•	,		
official							
Adult Softball	NI/A	NI/A	N1 / A	NI/A	NI/A	NI/A	
Amount paid to official	N/A	N/A	N/A	N/A	N/A	N/A	
to official							

# for Sport Referee/Umpire Assigning Services Total Cost Summary

# **YEAR 2026**

Level	1 <sup>st</sup> & 2 <sup>nd</sup>	3 <sup>rd</sup> & 4 <sup>th</sup>		7 <sup>th</sup> & 8 <sup>th</sup>	Feeder	High	Adult
	Grade	Grade	Grade	Grade		School	
BASKETBALL							
# of Ref(s)	1	2	2	2	2	2	2
Estimated #							
of	130	160	100	45	370	60	230
games/level							
Basketball fee							
charged to							
District per							
official							
Basketball							
amount paid							
to official							
		FLAG	FOOT	BALL			
# of Refs	2	2	2	2			
Estimated #							
of	30	40	30	30	N/A	N/A	N/A
games/level							
Flag Football							
fee charged to					N/A	N/A	N/A
District per					14/ /	11/7	1 1 7
official							
Flag Football							
amount paid					N/A	N/A	N/A
to official							
		ADUL	T SOFT	BALL			
# of							1
Umpire(s)						1	
Estimated #	_		_		_		
of .	N/A	N/A	N/A	N/A	N/A	N/A	60
games/level							
Adult Softball							
fee charged to	N/A	N/A	N/A	N/A	N/A	N/A	
District per	',''			,		','	
official							
Adult Softball	N1 / A	N1 / A	N1 / A	N1 / A	N1 / A	N1 / A	
Amount paid	N/A	N/A	N/A	N/A	N/A	N/A	
to official							

# for Sport Referee/Umpire Assigning Services Total Cost Summary

1.	Lump Sum Base Bid for Basketball:	
	Contract Dates Jan. 1, 2024 - Dec. 31, 2024	2024
	Contract Dates Jan. 1, 2025 - Dec. 31, 2025	2025
	Contract Dates Jan. 1, 2026 - Dec. 31, 2026	2026
2.	Lump Sum Base Bid for Flag Football:	
	Contract Dates Jan. 1, 2024 - Dec. 31, 2024	2024
	Contract Dates Jan. 1, 2025 - Dec. 31, 2025	2025
	Contract Dates Jan. 1, 2026 - Dec. 31, 2026	2026
3.	Lump Sum Base Bid for Adult Softball:	
	Contract Dates Jan. 1, 2024 - Dec. 31, 2024	2024
	Contract Dates Jan. 1, 2025 - Dec. 31, 2025	2025
	Contract Dates Jan. 1, 2026 - Dec. 31, 2026	2026
Printe	d Name:	
Autho	orized Signature:	
Date:_		