

**AGREEMENT FOR  
SOFTBALL UMPIRE SERVICES**

**THIS AGREEMENT** ("Agreement") is made and entered into by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Naples Referee and Umpire Association, whose address is 1088 Hollygate Lane, Naples, FL 34103, and whose federal tax identification number is 46-4329010, hereinafter referred to as "Vendor."

**WITNESSETH**

**WHEREAS**, the County intends to purchase softball umpire services from the Vendor in connection with "Umpire Services" (the "Purchase"); and,

**WHEREAS**, the County issued Solicitation No. B180272RJD on June 29, 2018 (the "Solicitation"); and,

**WHEREAS**, the County evaluated the responses received and found the Vendor qualified to provide the necessary services; and,

**WHEREAS**, the County posted a Notice of Intended Decision on September 14, 2018; and,

**WHEREAS**, the Vendor has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms.

**NOW, THEREFORE**, the County and the Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

**I. PRODUCTS AND SERVICES**

The Vendor agrees to diligently provide all products and services for the Purchase in accordance with the project Scope of Work and Specifications made part of this Agreement as Exhibit A, attached hereto and incorporated herein. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. B180272RJD, as modified by its addenda, copies of which are on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.

**II. TERM AND DELIVERY**

A. This Agreement shall commence immediately upon the date the Lee County Board of County Commissioners awarded the Solicitation to the Vendor, and shall continue for a period of two (2) years.

The Agreement may be renewed for three (3) additional one (1) year periods upon mutual written agreement of the County and the Vendor.

- B. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

### **III. COMPENSATION AND PAYMENT**

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to the Solicitation, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any work under this Agreement until receipt of a purchase order from the County. Vendor acknowledges and agrees that no minimum order or amount of product or work is guaranteed under this Agreement and County may elect to issue no purchase orders. If a purchase order is issued, the County reserves the right to amend, reduce, or cancel the purchase order in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of non-appropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

### **IV. METHOD OF PAYMENT**

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.

- B. The Vendor shall submit an invoice for payment to the County on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B) that were provided during that invoicing period.
- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

**V. ADDITIONAL PURCHASES**

- A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the County.
- B. If the County requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

**VI. LIABILITY OF VENDOR**

- A. The Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.
- B. This section shall survive the termination or expiration of this Agreement.

**VII. VENDOR'S INSURANCE**

- A. Vendor shall procure and maintain insurance as specified in Exhibit C, Insurance Requirements, attached hereto and made a part of this Agreement.
- B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance

coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of B+ Class VII or better. No changes are to be made to these specifications without prior written specific approval by County Risk Management. To the extent multiple insurance coverages and/or County's self-insured retention may apply, any and all insurance coverage purchased by Vendor and its subcontractors identifying the County as an additional named insured shall be primary.

#### **VIII. RESPONSIBILITIES OF THE VENDOR**

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
  - 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
  - 2) upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

- 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

**IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, [publicrecords@leegov.com](mailto:publicrecords@leegov.com); <http://www.leegov.com/publicrecords>.**

- E. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.

#### **IX. OWNERSHIP OF PRODUCTS**

It is understood and agreed that all products provided under this Agreement shall become the property of the County upon acceptance by the County.

#### **X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES**

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement.

- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

#### **XI. COMPLIANCE WITH APPLICABLE LAW**

This Agreement shall be governed by the laws of the State of Florida. Vendor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

#### **XII. TERMINATION**

- A. The County shall have the right at any time upon fifteen (15) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
- C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

#### **XIII. DISPUTE RESOLUTION**

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.

- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

#### **XIV. MISCELLANEOUS**

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.

- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative:		County's Representatives:		
Name:	David J. Krueger, Jr.	Names:	Roger Desjarlais	Mary Tucker
Title:	Owner/Operator	Titles:	County Manager	Director of Procurement Management
Address:	1088 Hollygate Lane Naples, FL 34103	Address:	P.O. Box 398 Fort Myers, FL 33902	
Telephone:	239-601-7872	Telephone:	239-533-2221	239-533-8881
Facsimile:	N/A	Facsimile:	239-485-2262	239-485-8383
E-mail:	<a href="mailto:djkruegerjr@yahoo.com">djkruegerjr@yahoo.com</a>	E-Mail:	<a href="mailto:rdesjarlais@leegov.com">rdesjarlais@leegov.com</a> <a href="mailto:mtucker@leegov.com">mtucker@leegov.com</a>	

- I. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- J. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

K. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:

1. Agreement
2. County's Purchase Order
3. Solicitation
4. Vendor's Submittal in Response to the Solicitation

[Remainder of this page intentional left blank.]

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date last below written.

WITNESS

Signed By: Cynthia Allday  
Print Name: Cynthia Allday

NAPLES REFEREE AND UMPIRE ASSOCIATION

Signed By: [Signature]  
Print Name: David J. Krueger, Jr  
Title: Owner  
Date: 10/2/18

**LEE COUNTY**

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY: [Signature]  
CHAIR  
DATE: 11/22/18

ATTEST:  
CLERK OF THE CIRCUIT COURT  
Linda Doggett, Clerk

BY: [Signature]  
DEPUTY CLERK



APPROVED AS TO FORM FOR THE  
RELIANCE OF LEE COUNTY ONLY:

BY: [Signature]  
OFFICE OF THE COUNTY ATTORNEY

**EXHIBIT A**  
**SCOPE OF WORK AND SPECIFICATIONS**

Ver 11/07/2016-3

**SPECIAL CONDITIONS**

These are conditions that are in relation to this solicitation only and have not been included in the County's standard Terms and Conditions or the Scope of Work.

**1. TERM**

1.1 The successful bidder shall be responsible for furnishing and delivering to the Lee County requesting Department(s) the commodity or services on an "as needed basis" for a two-year (2) period. There may be an option to extend this contract upon the approval of both the County and the successful bidder at the time of extension or renewal for three (3), additional one (1) year periods.

1.2 The County currently has an Informal Quote/Purchase Order in place for such services that is set to expire December 12, 2018. The Contract associated with this solicitation will therefore not become effective until December 13, 2018 or after. Should the existing Informal Quote/Purchase Order be terminated prior to its expiration date the County reserves the right to enter into contract with the successful bidder prior to December 13, 2018.

**2. INSURANCE**

2.1 The Vendor must provide Lee County with evidence of liability insurance and accident medical insurance issued through his professional association affiliation. In certain circumstances, the County may accept proof of medical insurance in lieu of accident medical. Proof of insurance must be submitted in a form acceptable to the Lee County Risk Management Office.

**End of Special Conditions Section**

## **EXHIBIT A SCOPE OF WORK AND SPECIFICATIONS**

Ver 11/03/2016-3

### **SCOPE OF WORK AND SPECIFICATIONS**

#### **1. SCOPE OF WORK**

1.1 The Lee County Board of County Commissioners (BOCC) desires to obtain services from qualified firms to provide professional officiating services for baseball and/or softball tournaments and like events for the Lee County Parks and Recreation Department on an "as-needed" basis.

#### **2. AWARD**

2.1 The basis of award shall be determined by the lowest Grand Total per group of the most responsive, responsible, and qualified Vendor(s) meeting all bid specifications. The County reserves the right to award to one or multiple Vendors. The County reserves the right to award to the Vendor(s) whose prices, in its sole judgement, are the most realistic in terms of provision of the best services, in the best interest of the County. Additionally, the County reserves the right to reject any and all bids at any time, unconditionally, and without cause.

2.2 Vendor(s) are required to bid on all line items within a group to be considered eligible for award. Failure to bid all line items within a group will deem your firm as non-responsive. Vendor(s) are not required to bid all groups. Should a Vendor decide not to bid a group such should be indicated with "No Bid" or N/A placed in the Bid Schedule for that group.

#### **3. SPECIFICATIONS**

3.1 The Vendor(s) shall oversee all aspects of the umpires, site supervisors, and officials for County tournaments and events to include, but not limited to:

- 3.1.1 Recruiting
- 3.1.2 Hiring
- 3.1.3 Subcontracting

3.2 The Vendor(s) must ensure that all umpires, site supervisors, and officials, as subcontractors, are certified and insured through a nationally recognized Umpire Association

3.3 The Vendor(s), for collegiate tournaments, shall ensure that all umpires, site supervisors, and officials are registered through the National Collegiate Athletic Association (NCAA).

3.4 The Vendor(s) shall provide a minimum of two (2) umpires and/or officials per game, per tournament or event.

3.5 The County shall not be held responsible for any accident or injury sustained by the Vendor(s) umpires and/or officials.

3.6 The Vendor(s) shall have the umpires and/or officials attired in proper officiating uniform during the game times.

3.7 The Vendor(s) shall ensure that umpires and/or officials assigned to work games will arrive ready to work at least one half hour prior to the game start time and report the final game scores to the designated County Parks & Recreation Staff member on site.

3.8 The Vendor(s) shall assign a site supervisor for each tournament to ensure games start on time and are conducted according to the governing bodies' organizational rules.

3.8.1 The County reserves the right to staff or replace the site supervisor position with a Lee County Representative at any time.

3.8.2 The site supervisor shall be on site one half hour prior to the start of the first game of the day and stay on site through the last out of the last game of the day.

## **EXHIBIT A**

### **SCOPE OF WORK AND SPECIFICATIONS**

Ver 11/07/2016.3

- 3.8.3 The site supervisor shall check in and out with the Lee County Pro/Am Sports coordinator each day of the tournament or event.
- 3.9 The Vendor(s) shall ensure that all umpires, site supervisors, and/or officials are compensated for games worked or games that are started, but cancelled due to rain.
- 3.10 The Vendor(s) shall provide a schedule listing two (2) assigned umpires and/or officials per game to the Lee County Pro/Am Sports coordinator and must be available to meet with the coordinator to compare and confirm all games are covered for each tournament or event.
- 3.10.1 The Vendor(s) shall provide schedule(s) for all umpires, site supervisors and/or officials one week in advance. The schedules shall be submitted to the Lee County Pro/Am Sports coordinator for baseball and softball.
- 3.11 The Vendor(s) shall communicate and work with the designated Lee County Pro/Am Sports coordinator or assigned Lee County Parks and Recreation staff member on site when any issues or concerns arise during the tournament, such as rescheduling games cancelled due to rain or weather related travel delays.
- 4. LOCATIONS**
- 4.1 Tournament games and events will be held at various sports facilities throughout Lee County and neighboring counties including, but not limited to the following locations:
- **CenturyLink Sports Complex**  
14100 Six Mile Cypress, Fort Myers, FL 33912
  - **City of Palms Park**  
2201 Edison Avenue, Fort Myers, FL 33901
  - **Player Development Complex**  
4301 Edison Avenue, Fort Myers, FL 33916
  - **Terry Park**  
3410 Palm Beach Blvd., Fort Myers, FL 33916
  - **Cape Coral Sports Complex**  
1510 Sports Blvd., Cape Coral, FL 33991
  - **Cape Coral Northwest Softball Complex**  
1030 NW 16<sup>th</sup> Place, Cape Coral, FL 33991
  - **North Collier Regional Park**  
15000 Livingston Road, Naples, FL 34109
- 4.2 The County reserves the right to add additional facilities at any time without notice.
- 4.3 The County shall provide locker and shower room facilities whenever possible for the umpires and/or officials use.
- 4.3.1 The Vendor(s) shall ensure the locker rooms are clean and all trash and personal items are removed at the end of the tournament or event.
- 5. COMPENSATION**
- 5.1 All travel and related expenses incurred by the Vendor(s), in the performance of the services and activities required, shall be the responsibility of the Vendor(s).

## **EXHIBIT A**

### **SCOPE OF WORK AND SPECIFICATIONS**

Ver 12/07/2016.3

5.2 The Vendor(s) shall be responsible for payment of his/her social security taxes and all Federal, State, and local taxes and charges as may now be in effect or which may hereafter be enacted or required as charges on the compensation received from the services and activities provided. The County shall provide the Vendor(s) with a standard IRS Form 1099.

5.3 The Vendor(s) must submit a separate invoice for baseball and softball on a weekly basis at the conclusion of the games for that week.

5.3.1 A week shall be defined, under this solicitation, beginning on Saturday and ending on Friday.

5.4 The County and Vendor(s) shall review, evaluate, and reconcile all game scheduled, invoiced, and completed before, during and after all tournaments and events.

#### **6. PERSONNEL**

6.1 All personnel assigned by the awarded Vendor(s) to work tournaments and events are subject to Lee County Parks and Recreation Department approval.

6.2 The County shall have the right to refuse the services of any individual provided by the Vendor(s), if deemed unacceptable by the Lee County Pro/Am Sports coordinator or Lee County Parks and Recreation staff member at any time.

6.3 The Vendor(s) must identify individuals who will serve as site supervisors during Lee County tournaments and events. Additionally, the Vendor(s) must provide, upon request of the Lee County Parks and Recreation Department, resumes for the baseball and softball site supervisors. The resume shall include details and documentation which includes, but not limited to, the following information:

6.3.1 Provide the number of years certified with NCAA (Must have five (5) years minimum certified by NCAA)

6.3.2 Provide copy of current NCAA certification

6.3.3 Provide copy of NCAA accomplishments (if applicable)

6.3.4 Provide copy of any additional Certifications and/or accomplishments such as Amateur Softball Association (ASA), National Federation of High Schools (NFHS), etc. (if applicable)

#### **7. GAME INNING REQUIREMENTS**

7.1 All "normal" baseball games shall consist of nine (9) regulation innings.

7.2 In the event two (2) baseball teams are scheduled to play "doubleheader" baseball games, these games shall consist of seven (7) regulation innings.

7.2.1 The decision to play two nine (9) inning games, 9/7 or 7/9 regulation inning games must be agreed upon by both coaches, before the start of the first game of the doubleheader.

7.3 All baseball games must complete a minimum of seven (7) regulation innings with the exception of games stopped due to inclement weather.

7.3.1 Partial games that are stopped due to inclement weather, which did not complete the minimum regulation number of innings, will be compensated at the same rate as a normal game.

7.4 All Junior Varsity (JV) baseball games will consist of seven (7) regulation innings or after two (2) hours from the first pitch no new inning will start. This is not a "Drop Dead" time limit.

7.5 All "normal" softball games shall consist of seven (7) regulation innings.

7.5.1 Partial games that are stopped due to inclement weather, which did not complete the minimum regulation number of innings will be compensated at the same rate as a normal game.

**End of Scope of Work and Specifications Section**

**EXHIBIT A  
SCOPE OF WORK AND SPECIFICATIONS**



**Procurement Management Department**  
1500 Monroe Street 4<sup>th</sup> Floor  
Fort Myers, FL 33901  
Main Line: (239) 533-8881  
Fax Line: (239) 485-8383  
[www.leegov.com/procurement](http://www.leegov.com/procurement)

**Posted Date:** August 1, 2018

**Solicitation No.:** B180272RJD

**Solicitation Name:** Umpires Services

**Subject:** Addendum Number 1

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged.

**1. OPEN DATE/BIDS DUE EXTENSION:**

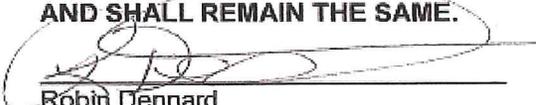
**FROM: August 3, 2018 at 2:30 PM**

**TO: August 10, 2018 at 2:30 PM**

The opening date has been extended to accommodate issuance of upcoming addendum(s). Proposers must ensure they continue to monitor the Lee County Procurement website for all follow-up information regarding this solicitation.

**BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.**

**ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.**

  
\_\_\_\_\_  
Robin Dennard  
Lee County Procurement Management

**EXHIBIT A**  
**SCOPE OF WORK AND SPECIFICATIONS**



Procurement Management Department  
1500 Monroe Street 4<sup>th</sup> Floor  
Fort Myers, FL 33901  
Main Line: (239) 533-8881  
Fax Line: (239) 485-8383  
[www.lee.gov/procurement](http://www.lee.gov/procurement)

**Posted Date:** August 2, 2018

**Solicitation No.:** B180272RJD

**Solicitation Name:** Umpire Services

**Subject:** Addendum Number 2

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1.	Am I required to list independent contractors (umpires) on form 6 subcontractor list for bid B180272RJD?
<b>Answer</b>	<b>No. Vendors submitting a bid in reference to solicitation B180272RJD are not required to list independent umpires on form six of the solicitation documents.</b>

**BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.**

**ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.**

  
\_\_\_\_\_  
Robin Dennard  
Lee County Procurement Management

**EXHIBIT B  
FEE SCHEDULE**

<i>Description</i>	<i>Unit of Measure</i>	<i>Unit Cost</i>
Site Supervisor	Per Hour	\$20.00
Booking Fee	Per Game/Per Tournament	\$10.00
Softball Seven (7) Innings	Per Umpire/Per Game	\$75.00

## EXHIBIT C INSURANCE REQUIREMENTS

Ver 1/10/2016-3

### INSURANCE GUIDE



#### Lee County Insurance Requirements

**Minimum Insurance Requirements:** *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the Vendor's interest or liabilities. The following are the required minimums the Vendor must maintain throughout the duration of this Contract. The County reserves the right to request additional documentation regarding insurance provided.*

1. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, and contractual liability exposures with **minimum limits** of:

\$1,000,000 per occurrence  
\$2,000,000 general aggregate  
\$1,000,000 products and completed operations  
\$1,000,000 personal and advertising injury

#### **Verification of Coverage:**

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the Contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

- a. The certificate holder shall read as follows:

Lee County Board of County Commissioners  
P.O. Box 398  
Fort Myers, Florida 33902

- b. "Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials" will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.

#### **Special Requirements:**

1. An appropriate "**Indemnification**" clause shall be made a provision of the Contract.
2. If applicable, it is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.
3. Vendor shall meet other project specific insurance requirements as contained herein.

**End of Insurance Guide Section**