



City of Sacramento City Council

915 I Street, Sacramento, CA, 95814

www.CityofSacramento.org

Meeting Date: 3/8/2011

Report Type: Consent

Title: Contract: Award a Contract to Greater Sacramento Softball Association and Sacramento Metropolitan Officials Association for Umpires and Referees

Report ID: 2011-00075

Location: Citywide

Recommendation: Adopt a Resolution: 1) awarding a three-year contract with up to two, one-year options to renew with the Greater Sacramento Softball Association (GSSA) to provide softball umpires for a cumulative amount not to exceed \$511,326; 2) awarding a three-year contract with up to two, one-year options to renew with the Sacramento Metropolitan Officials Association (SMOA) to provide basketball referees, volleyball referees, and baseball umpires for a cumulative amount not to exceed \$373,850; 3) authorizing the City Manager or the City Manager's designee to execute the contracts specified in Sections 1 and 2, and the required purchase orders without the need for further approval from City Council provided that sufficient funds are available in the budget adopted for the applicable fiscal year(s); and, 4) authorizing the City Manager or the City Manager's designee to execute the renewal options specified in Sections 1 and 2, and the required purchase orders without the need for further approval from City Council provided that sufficient funds are available in the budget adopted for the applicable fiscal year(s).

Contact: Dave Mitchell, Operations Manager, (916)808-6076; Alan Tomiyama, Recreation Manager, (916) 808-8958; Greg Narramore, Recreation Superintendent, (916) 808-6095, Department of Parks and Recreation

Presenter: None

Department: Parks & Recreation Department

Division: Community Recreation Services

Dept ID: 19001411

Attachments:

- 1-Description/Analysis
- 2-Attachment 1-Bid Evaluation
- 3-Background
- 4-Resolution
- 5-Exhibit A-GSSA Contract
- 6-Exhibit B-SMOA Contract

City Attorney Review

Approved as to Form
Michael T. Sparks
2/23/2011 12:55:25 PM

City Treasurer Review

Prior Council Financial Policy Approval or
Outside City Treasurer Scope
Russell Fehr
2/17/2011 12:11:48 PM

Approvals/Acknowledgements

Department Director or Designee: Jim Combs - 2/23/2011 10:34:26 AM

Assistant City Manager: Cassandra Jennings - 2/23/2011 12:34:43 PM



Description/Analysis

Issue: The Department of Parks and Recreation has an ongoing requirement to provide sports officiating for a variety of City sports leagues and programs. The current contracts with GSSA and SMOA expire in May 2011. The funds associated with the current contracts will have been exhausted as of February 2011.

Policy Considerations: The recommendations in this report are in accordance with the provisions of City Code Chapter 3.56 related to the purchase of supplies or services.

In accordance with Sacramento City Council Resolution No. 2010-346, GSSA is headquartered in Citrus Heights and SMOA is headquartered in Sacramento, California. The proposed contract awards are consistent with Resolution No. 2010-346 prohibiting the City from entering into any contract to purchase goods or services from any business or entity headquartered in Arizona.

Environmental Considerations:

California Environmental Quality Act (CEQA): This report concerns the purchase of sport umpires and sport referees for the Department of Parks and Recreation. Continuing administrative activities, such as the purchases of sport umpires and referees, is not a “project” for the purposes of CEQA pursuant to section 15378(b)(2) of the CEQA guidelines (Title 14 Cal. Code Reg. § 15000 et seq.) and is exempt from CEQA pursuant to section 15061(b)(3) of the CEQA Guidelines.

Sustainability Considerations: The contractors agree to supply the City of Sacramento with environmentally preferable and effective products in compliance with the specifications stated in the solicitation/contract and provide services that help minimize the environmental impact resulting from use and disposal of products specified in the bid/contract. The contractors further agree that their products specified in the bid do not contain any items, ingredients or components prohibited under the City’s Sustainable Procurement Policy.

Commission/Committee Action: There was not any Park and Recreation Commission action on this item, as this is an administrative matter.

Rationale for Recommendation: The Department of Parks and Recreation has an ongoing requirement to provide sports officiating for a variety of City sports leagues and programs.

On November 8, 2010, the Department of Parks and Recreation, in accordance with City Code Chapter 3.56 issued Invitation for Bid No. B111531004 for the services of sports officials. Four responses were received. GSSA and SMOA presented the most responsive and responsible bids for the sports services presented. A summary of the bid results is provided in Attachment 1.

Financial Considerations: There are sufficient funds available in the Department of Parks and Recreation’s operating budget for the purchase of services of sports officials through June 30, 2011. Purchases after June 30, 2011 and subsequent years’ funding for the contract is subject to sufficient funds allocated for this purpose in the annual budget appropriation for the applicable fiscal years.

The table below shows the estimated annual amounts used to determine the total contract amount for GSSA and SMOA.

Vendor	Year 1 Estimate	Year 2 Estimate	Year 3 Estimate	Year 4 Estimate	Year 5 Estimate	Total Contract
GSSA	\$79,704	\$93,637	\$102,931	\$112,521	\$122,533	\$511,326
SMOA	\$53,827	\$63,658	\$74,063	\$85,200	\$97,102	\$373,850

The total for both contracts is \$885,176.

Emerging Small Business Development (ESBD): GSSA and SMOA are not certified with the City as an emerging/small business enterprise.

IFB Eval Form (Excel)

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Attachment 1

Requisition Information		Vendor #1	Vendor #2	Vendor #3	Vendor #4	Vendor #5
Date:	11/24/2010	GSSA	SMOA	South East Asian Language	Sacto Area Sports Officials	
Org. Name:	Parks & Recreation	Quote Number 1	Quote Number 2	Quote Number 3	Quote Number: 4	Quote Number
Req. No.:	B111531004					
Org. No.:	190001531	Phone: 916-622-9060	Phone: 916-835-3825	Phone: 916-833-5471	Phone: 916-452-2050	Phone
Contact:	Bernadette Cheek					
Phone:	916-808-6097	Contact Person	Contact Person	Contact Person	Contact Person	Contact Person
Basketball		Jeff Dubchansky	Bruce Robbins	Pao Moria	Russell Tahinaha	

PRICING SECTION

QTY	Item Description	UNIT PRICE per game	TOTAL PRICE	UNIT PRICE	TOTAL PRICE						
550	Basketball Referee- first year	No Bid		\$ 55.00	\$ 30,250.00	\$ 100.00	\$ 55,000.00	\$ 63.00	\$ 34,650.00	-	-
600	Basketball Referee- year 2	No Bid		57.20	34,320.00	102.37	61,422.00	66.32	39,792.00	-	-
650	Basketball Referee- year 3	No Bid		59.48	38,662.00	104.64	68,016.00	69.82	45,383.00	-	-
700	Basketball Referee- year 4	No Bid		61.86	43,302.00	107.01	74,907.00	73.50	51,450.00	-	-
750	Basketball Referee- year 5	No Bid		64.33	48,247.50	109.38	82,035.00	77.36	58,020.00	-	-
	Administrative Fee -first year	No Bid		10%	3,025.00	20.00	11,000.00	-	-	-	-
	Administrative Fee - year 2	No Bid		10%	3,432.00	22.37	13,422.00	-	-	-	-
	Administrative Fee -year 3	No Bid		10%	3,866.20	27.74	18,031.00	-	-	-	-
	Administrative Fee - year 4	No Bid		10%	4,330.20	27.11	19,877.00	-	-	-	-
	Administrative Fee - year 5	No Bid		10%	4,824.75	29.48	22,110.00	-	-	-	-

BID EVALUATION SECTION

Line 1	Bid total	\$ -	\$ 214,259.65	\$ 425,820.00	\$ 229,295.00	\$ -
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Notes/Comments				
Award: SMOA for basketball referee's.				

Requisition Information		Vendor #1	Vendor #2	Vendor #3	Vendor #4	Vendor #5					
Date:	11/24/2010	GSSA	SMOA	South East Asian Language	Sacto Area Sports Officials						
Org. Name:	Parks & Recreation	Quote Number 1	Quote Number 2	Quote Number 3	Quote Number: 4	Quote Number					
Req. No.:	B111531004										
Org. No.:	190001531	Phone: 916-622-9060	Phone: 916-835-3825	Phone: 916-833-5471	Phone: 916-452-2050	Phone					
Contact:	Bernadette Cheek										
Phone:	916-808-6097	Contact Person	Contact Person	Contact Person	Contact Person	Contact Person					
Baseball		Jeff Dubchansky	Bruce Robbins	Pao Moria	Russell Tahinaha						
PRICING SECTION											
QTY	Item Description	UNIT PRICE per game	TOTAL PRICE	UNIT PRICE per game	TOTAL PRICE	UNIT PRICE per game	TOTAL PRICE	UNIT PRICE per game	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
100	Umpire #1 yr 1	No Bid		\$ 61.60	\$ 6,160.00	No Bid		No Bid		\$ -	\$ -
100	Umpire #2 yr 1	No Bid		\$ 61.60	\$ 6,160.00	No Bid		No Bid		-	-
70	Renfree Extra Duties yr 1	No Bid		12.32	862.40	No Bid		No Bid		-	-
120	Umpire #1 yr 2	No Bid		\$ 64.60	\$ 7,752.00	No Bid		No Bid		\$ -	\$ -
120	Umpire #2 yr 2	No Bid		\$ 64.60	\$ 7,752.00	No Bid		No Bid		-	-
70	Renfree Extra Duties yr 2	No Bid		12.81	896.70	No Bid		No Bid		-	-
140	Umpire #1 yr 3	No Bid		67.18	9,405.20	No Bid		No Bid			-
140	Umpire #2 yr 3	No Bid		67.18	9,405.20	No Bid		No Bid		\$ -	\$ -
70	Renfree Extra Duties yr 3	No Bid		13.32	932.40	No Bid		No Bid		-	-
160	Umpire #1 yr 4	No Bid		69.87	11,179.20	No Bid		No Bid		-	-
160	Umpire #2 yr 4	No Bid		69.87	11,179.20	No Bid		No Bid			-
70	Renfree Extra Duties yr 4	No Bid		13.85	969.50	No Bid		No Bid			-
180	Umpire #1 yr 5	No Bid		72.66	13,078.80	No Bid		No Bid			-
180	Umpire #2 yr 5	No Bid		72.66	13,078.80	No Bid		No Bid			-
70	Renfree Extra Duties yr 5	No Bid		14.40	1,008.00	No Bid		No Bid			-
	Administrative Fee -first year	No Bid		10%	1,318.24	No Bid		No Bid			-
	Administrative Fee - year 2	No Bid		10%	1,640.07	No Bid		No Bid			-
	Administrative Fee -year 3	No Bid		10%	\$ 1,974.28	No Bid		No Bid		\$ -	\$ -
	Administrative Fee - year 4	No Bid		10%	2,332.79	No Bid		No Bid		-	-
	Administrative Fee - year 5	No Bid		10%	2,716.56	No Bid		No Bid		-	-
					-						-
BID EVALUATION SECTION											
Line 1	Bid Total	\$	-	\$	109,801.34	\$	-	\$	-	\$	-

Notes/Comments

Award SMOA for
baseball umpire's.

Requisition Information		Vendor #1	Vendor #2	Vendor #3	Vendor #4	Vendor #5						
Date:	11/24/2010	GSSA	SMOA	South East Asian Language	Sacto Area Sports Officials							
Org. Name:	Parks & Recreation	Quote Number 1	Quote Number 2	Quote Number 3	Quote Number: 4	Quote Number						
Req. No.:	B111531004											
Org. No.:	190001531	Phone: 916-622-9060	Phone: 916-835-3825	Phone: 916-833-5471	Phone: 916-452-2050	Phone						
Contact:	Bernadette Cheek											
Phone:	916-808-6097	Contact Person	Contact Person	Contact Person	Contact Person	Contact Person						
Softball-1 umpire		Jeff Dubchansky	Bruce Robbins	Pao Moria	Russell Tahinaha							
PRICING SECTION												
QTY	Item Description	UNIT PRICE per game	TOTAL PRICE	UNIT PRICE per game	TOTAL PRICE	UNIT PRICE per game	TOTAL PRICE	UNIT PRICE per game	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	
2,600	Softball- first year	23.00	\$ 59,800.00	No Bid		No Bid		No Bid		\$ -	\$ -	
3,000	Softball - year 2	23.46	70,380.00	No Bid		No Bid		No Bid		-	-	
3,200	Softball - year 3	23.93	76,576.00	No Bid		No Bid		No Bid		-	-	
3,400	Softball - year 4	24.40	82,960.00	No Bid		No Bid		No Bid		-	-	
3,600	Softball - year 5	24.90	89,640.00	No Bid		No Bid		No Bid		-	-	
	Administrative Fee -first year	8%	4,784.00	No Bid		No Bid		No Bid		-	-	
	Administrative Fee - year 2	8%	5,630.40	No Bid		No Bid		No Bid		-	-	
	Administrative Fee -year 3	8%	6,126.08	No Bid		No Bid		No Bid		-	-	
	Administrative Fee - year 4	8%	6,636.80	No Bid		No Bid		No Bid		-	-	
	Administrative Fee - year 5	8%	7,171.20	No Bid		No Bid		No Bid		-	-	
BID EVALUATION SECTION												
Line 1	Bid Total	\$	409,704.48	\$	-	\$	-	\$	-	\$	-	
Notes/Comments												
Award GSSA softball -1 umpire												

Requisition Information		Vendor #1		Vendor #2		Vendor #3		Vendor #4		Vendor #5	
Date:	11/24/2010	GSSA		SMOA		South East Asian Language		Sacto Area Sports Officials			
Org. Name:	Parks & Recreation	Quote Number 1		Quote Number 2		Quote Number 3		Quote Number: 4		Quote Number	
Req. No.:	B111531004										
Org. No.:	190001531	Phone: 916-622-9060		Phone: 916-835-3825		Phone: 916-833-5471		Phone: 916-452-2050		Phone	
Contact:	Bernadette Cheek										
Phone:	916-808-6097	Contact Person		Contact Person		Contact Person		Contact Person		Contact Person	
Softball-2 Umpires		Jeff Dubchansky		Bruce Robbins		Pao Moria		Russell Tahinaha			
PRICING SECTION											
QTY	Item Description	UNIT PRICE per game	TOTAL PRICE	UNIT PRICE per game	TOTAL PRICE	UNIT PRICE per game	TOTAL PRICE	UNIT PRICE per game	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
350	Softball umpire- first year	40.00	\$ 14,000.00	No Bid		No Bid		No Bid		\$ -	\$ -
400	Softball Umpire- year 2	40.80	16,320.00	No Bid		No Bid		No Bid		-	-
450	Softball Umpire- year 3	41.62	18,729.00	No Bid		No Bid		No Bid		-	-
500	Softball Umpire- year 4	42.45	21,225.00	No Bid		No Bid		No Bid		-	-
550	Softball Umpire- year 5	43.30	23,815.00	No Bid		No Bid		No Bid		-	-
	Administrative Fee -first year	8%	1,120.00	No Bid		No Bid		No Bid		-	-
	Administrative Fee - year 2	8%	1,305.60	No Bid		No Bid		No Bid		-	-
	Administrative Fee -year 3	8%	1,498.32	No Bid		No Bid		No Bid		-	-
	Administrative Fee - year 4	8%	1,698.00	No Bid		No Bid		No Bid		-	-
	Administrative Fee - year 5	8%	1,905.20	No Bid		No Bid		No Bid		-	-
BID EVALUATION SECTION											
Line 1	Bid Total	\$	101,616.12	\$	-	\$	-	\$	-	\$	-
Notes/Comments											
Award GSSA- Softball-2 Umpire's											

Requisition Information		Vendor #1	Vendor #2	Vendor #3	Vendor #4	Vendor #5					
Date:	11/24/2010	GSSA	SMOA	South East Asian Language	Sacto Area Sports Officials						
Org. Name:	Parks & Recreation	Quote Number 1	Quote Number 2	Quote Number 3	Quote Number: 4	Quote Number					
Req. No.:	B111531004										
Org. No.:	190001531	Phone: 916-622-9060	Phone: 916-835-3825	Phone: 916-833-5471	Phone: 916-452-2050	Phone					
Contact:	Bernadette Cheek										
Phone:	916-808-6097	Contact Person	Contact Person	Contact Person	Contact Person	Contact Person					
Volleyball		Jeff Dubchansky	Bruce Robbins	Pao Moria	Russell Tahinaha						
PRICING SECTION											
QTY	Item Description	UNIT PRICE per game	TOTAL PRICE	UNIT PRICE per game	TOTAL PRICE	UNIT PRICE per game	TOTAL PRICE	UNIT PRICE per game	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
200	Volleyball Referee- first year	No Bid		\$ 27.50	\$ 5,500.00	No Bid		\$ 31.50	\$ 6,300.00	\$ -	\$ -
250	Volleyball Referee- year 2	No Bid		28.60	7,150.00	No Bid		33.16	8,290.00	-	-
300	Volleyball Referee- year 3	No Bid		29.74	8,922.00	No Bid		34.91	10,473.00	-	-
350	Volleyball Referee- year 4	No Bid		30.92	10,822.00	No Bid		36.75	12,862.50	-	-
400	Volleyball Referee- year 5	No Bid		32.15	12,860.00	No Bid		38.68	15,472.00	-	-
	Administrative Fee -first year	No Bid		10%	550.00	No Bid		-		-	-
	Administrative Fee - year 2	No Bid		10%	715.00	No Bid		-		-	-
	Administrative Fee -year 3	No Bid		10%	892.20	No Bid		-		-	-
	Administrative Fee - year 4	No Bid		10%	1,082.20	No Bid		-		-	-
	Administrative Fee - year 5	No Bid		10%	1,286.00	No Bid		-		-	-
BID EVALUATION SECTION											
Line 1	Bid total	\$	-	\$	49,779.40	\$	-	\$	53,397.50	\$	-
Notes/Comments											
Award SMOA Volleyball referee's											



Background

The Department of Parks and Recreation Adult Sports Program consists of softball, baseball, basketball, and volleyball. Adult Sports provides competitive and non-competitive sport activities for men, women and co-ed groups from the novice to the most advanced player. In 2010, the Department of Parks and Recreation provided 4,112 softball games, 232 baseball games, 600 basketball games and 32 volleyball games throughout the City and County of Sacramento. Sacramento ranks number three in the nation in per capita adult softball participation.

The Adult Sports Program provides a wide variety of fun, safe, challenging and engaging sport activities to approximately 8,000 adults. These activities foster positive interactions and healthy lifestyles in the Sacramento community. Participating in organized sports allow participants to meet new people from a variety of cultures, builds relationships and friendships with team members, and enhances skill development and the many health benefits associated with sports activities.



RESOLUTION NO. 2011-

Adopted by the Sacramento City Council

MARCH 8, 2011

AWARD A CONTRACT TO GREATER SACRAMENTO SOFTBALL ASSOCIATION AND SACRAMENTO METROPOLITAN OFFICIALS ASSOCIATION FOR UMPIRES AND REFEREES

BACKGROUND

- A. The Department of Parks and Recreation has an ongoing requirement for umpires and referees for a variety of City sports leagues and programs.
- B. On November 8, 2010, the Department of Parks and Recreation, in accordance with City Code Chapter 3.56 issued Invitation for Bid No. B111531004 for the purchase of sports officials. Four responses were received. Greater Sacramento Softball Association (“GSSA”) and Sacramento Metropolitan Officials Association (“SMOA”) were the lowest responsive and responsible bidders.
- C. Each proposed contract has a three year term with the City having the option to renew each contract for up to two one-year terms.
- D. The estimated cost of providing sports officials from GSSA for the current fiscal year is \$79,704 and the total cost of the services over the three-year contract and two one-year options is \$511,326. The estimated cost of providing sports officials from SMOA for the current fiscal year is \$53,824 and the total cost of the services over the three-year contract and two one-year options is \$373,850. Subsequent years’ funding for the contracts is subject to sufficient funds allocated for this purpose in the annual budget appropriation for the applicable fiscal years. The total estimated cost for the above services is \$885,176.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

- Section 1. Greater Sacramento Softball Association is awarded a three-year contract with up to two, one-year options to renew to provide softball umpires for a cumulative amount not to exceed \$511,326.
- Section 2. Sacramento Metropolitan Officials Association is awarded a three-year contract with up to two, one-year options to renew to provide basketball referees, volleyball referees, and baseball umpires for a cumulative amount not to exceed \$373,850.
- Section 3. The City Manager or the City Manager’s designee is authorized to execute

the contracts specified in Sections 1 and 2 and the required purchase orders without the need for further approval from City Council provided that sufficient funds are available in the budget adopted for the applicable fiscal year(s).

Section 4. City Manager or the City Manager's designee is authorized to exercise and execute the renewal options specified in Sections 1 and 2 and the required purchase orders without the need for further approval from City Council provided that sufficient funds are available in the budget adopted for the applicable fiscal year(s).

Section 5. The contracts described in Sections 1 and 2 are attached as Exhibit A and Exhibit B and made part of this Resolution.



Requires Council Approval: No YES Meeting: 3/8/11

Real Estate Other Party Signature Needed Recording Requested

General Information

Type: Non Professional Services Formal Bid-Non-Prof Service	PO Type:	Attachment: Original No.: Original Doc Number: 1
\$ Not to Exceed: \$ 511,326		
Other Party: Greater Sacramento Softball Association		Certified Copies of Document::
Project Name: Softball Umpires		Deed: <input type="checkbox"/> None <input type="checkbox"/> Included <input type="checkbox"/> Separate
Project Number:	Bid Transaction #: B111531004	E/SBE-DBE-M/WBE:

Department Information

Department: Parks and Recreation Division: Community Recreation Services
 Project Mgr: Greg Narramore Supervisor: Steve Johnson
 Contract Services: Bernadette Cheek Date: 1/13/11 Division Mgr: Alan Tomiyama
 Phone Number: 916-808-6097 Org Number: 19001531
 Comment: Adult Sports-Softball

Review and Signature Routing

Department	Signature or Initial	Date
Project Mgr:	GN ByBe	1-13-11
Accounting:		
Contract Services:	BCheck	1-13-11
Supervisor:	SG by Be	1-13-11
Division Manager:	[Signature]	1-27-11
Operations Manager:	[Signature]	1-27-11

City Attorney
 Signature or Initial Date
 City Attorney: MTS 1-19-11

Send Interoffice Mail Notify for Pick Up- B. Cheek X 6097

Authorization
 Signature or Initial Date
 Combs, James
 55 Department Director: [Signature] 2-1-11
 City Mgr: yes No

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, is not part of the contract. (01-01-09)

For City Clerk Processing

Finalized:
 Initial:
 Date:

Imaged:
 Initial:
 Date:

Received:
(City Clerk Stamp Here)

Unexecuted Contract/Agreements

- The Unexecuted Contract/Agreement is signed by the other party, is attached as an exhibit to the resolution, and is approved as to form by the City Attorney.
- The Unexecuted Contract/Agreement (Public Project) is NOT signed by the other party, is attached as an exhibit to the resolution, and is approved as to form by the City Attorney.
- The Unexecuted Contract is NOT included as an exhibit to the Resolution because the Agreement(s) is with other another governmental agency and it is not feasible to obtain the other agency's signature prior to Council action (be they denominated Agreements, MOUs, MOAs, etc.); however, the City Attorney approves the forwarding of the report to Council even though the signed agreement is not in hand yet.
- The Unexecuted Contract is NOT included as an exhibit to the resolution because, due to special circumstances, and the City Attorney confirms in writing that it is okay to proceed with Council action even though the signed agreement is not in hand yet.

All unexecuted contracts/agreements which are signed by the other parties are in the Office of the City Clerk before agenda publication.



**NATIONAL GOVERNING BODY
OF SOFTBALL**

**GREATER SACRAMENTO
SOFTBALL ASSOCIATION**

6742 Auburn Blvd.
Citrus Heights, CA 95621
916-622-9060 Fax: 916-726-1706
crogers@sacramentoasa.org
www.sacramentoasa.org

City of Sacramento
City Clerk's Office
915 I Street, Suite 122391
Sacramento, CA 95814-2604

DATE SUBMITTED: _____
 Properly Signed Improperly Signed
 Not Included Not Required
 Type of Deposit
 Bid Bond Cashier/Certified Check
 Other _____ Initial: VE
 Did Bond Submit: _____

Dear City of Sacramento,

The Greater Sacramento Softball Association (GSSA) is pleased to submit this bid for softball umpire services to the City of Sacramento. We believe that our experience and excellent pricing will enable us to continue offering the city and the adult softball community exceptional services at a great price.

We did have to make some assumptions in the accompanying documents:

- Living Wage – As we understand this contract meets both requirements in the Living Wage Ordinance. If the contract does not meet the requirements we would be willing to discuss and possibly reduce the obligation to the city. As we understand the contract both umpires and scorekeepers are affected and must be paid at a minimum the living wage which is calculated at \$12.33 per hour.
- Addendum #1 – This was extremely difficult to calculate by game. We made the assumption that there would be multiple games per field and the person performing the responsibility would be paid by the hour. Therefore we calculated that for each game it would require .25 hours. We then utilized the living wage calculation to reach the amount required. Again, if the contract does not require a living wage then we would be willing to discuss this condition.

GSSA has been providing umpire services for the City of Sacramento for many years and we hope to continue this relationship long into the future.

Most Sincerely,

Jeff Dubchansky

Jeff Dubchansky
Sacramento ASA
Commissioner



CITY OF SACRAMENTO

Department of Parks and Recreation

Bid Number: B111531004

**INVITATION FOR BID
And
Contract Specifications Nonprofessional Services**

FOR: Umpire's, Referee's, Scorekeepers, Gym/Field Officials

Bids Must Be Received Prior To 2:00 P.M. on November 24, 2010

Bids Must Be Submitted To: City Clerk's Office
P.O. Box 122391
Sacramento, CA 95812-2391

Pre-Bid Conference:

Mandatory: Yes

No

NAME AND ADDRESS OF BIDDER SUBMITTING THIS BID:
(Bidder to complete the following information)

Name of Bidder: GREATER SACRAMENTO SOFTBALL ASSOCIATION

Address: 6742 AUBURN BLVD.

City, State, Zip Code: CITRUS HTS CA 95621

Phone Number: 916-622-9060 916-521-7574

Email Address: jdubchansky@sacramentoasa.org

CITY OF SACRAMENTO

Bid No. B111531004

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"NO BID" RESPONSE FORM

**NOTE: COMPLETE AND RETURN THIS FORM
ONLY IF YOU DO NOT WANT TO SUBMIT A BID**

If you do not want to submit a bid for this requirement, we are interested in knowing why. Please remove this form, complete the requested information, and **FAX your response to Department of Parks and Recreation, B. Cheek at (916) 916-808-6180**. If you have questions, please call the Procurement Office at (916) 808-6240. Thank you for your cooperation.

"NO BID" QUESTIONNAIRE
(Please complete all items that apply)

- We do not sell the products/services called for in this invitation for bid, but **we want to stay on the City's Bid List**. Please send necessary information so that the products/services we do provide can be updated on the City's Bid List.

- We are not interested in doing business with the City of Sacramento, because _____

- Other reasons/comments: _____

- Please send application forms for certification as an emerging and/or small business enterprise (E/SBE):
(Note: Application forms and information about becoming certified as an emerging and/or small business can be obtained via the Internet at: <http://www.cityofsacramento.org/esbd>).

(Business Name)

Date: _____

(Street Address/P.O. Box)

Phone: _____

(City, State, Zip)

Contact: _____

(E-mail address)

SECTION I REQUIREMENTS

SECTION I – REQUIREMENTS

A. BID INSTRUCTIONS AND REQUIREMENTS

No Bid Is In Legal Form Unless the Following Instructions Are Fully Complied With:

1. **Additional Copies.** VENDORS ARE REQUIRED TO SUBMIT AN ORIGINAL BID AND 0 ADDITIONAL COPY OF THIS BID, INCLUDING ALL REQUIRED ATTACHMENTS SUCH AS BROCHURES AND CATALOGS, TO THE CITY CLERK ON THE DATE AND AT THE TIME AND LOCATION SPECIFIED ON THE COVER SHEET. FAILURE TO DO SO MAY CAUSE YOUR BID TO BE REJECTED.

2. **Bid Forms.** Bid must be submitted on these printed forms and sealed in an appropriate envelope or package.

a) To obtain an electronic version of this bid go to Procurement's website at www.cityofsacramento.org/generalservices/procurement/bids.

b) Bidders are invited to be present at the opening of bids. Bids will be opened, in public, in the City Clerk's Hearing Room, 915 "I" Street, Second Floor, Sacramento, CA, at or after 2:00 P.M. on, November 24, 2010. After opening, Bids may be inspected in the City Clerk's Office.

(Note: Bids must be submitted prior to 2:00 P.M. on the above date)

c) All bids shall be clearly and distinctly written without erasure or modification, and properly signed by an authorized party, who shall indicate the capacity in which the signature is executed.

3. **Alternate Bids.** Alternate bids are invalid unless invited and covered by the specifications. **Please note, all submissions are subject to rejection when unsolicited alternate bids are submitted.**

4. **Bid Security.** Bid Security is: Required Not Required

If required, bid security approved by the City must accompany the bid, in the amount of 0 % of the total amount of the bid. Bid security can be in the form of a cashier's check, certified check, or a bid bond from a surety company authorized to do business in the State of California. Bid securities will be returned to all except the three lowest Bidders within ten days after the opening of bids. The bid security of the two unsuccessful Contractors will be returned after the successful Contractor has executed the contract. Bid security of the successful Contractor will be returned when the contract is signed and all other contract award requirements have been met.

5. **Interest in More Than One Bid.** No bidder shall be interested in more than one bid (submit more than one bid for this solicitation) as provided by City Code Section 3.56.130(D).

6. **Rejection of Bids.** The right to reject any and all bids is reserved by the City, in its absolute discretion.

7. **Right to Waive.** The City reserves the right to waive any informalities or minor irregularities, as determined in its sole discretion, in connection with bids received.

7A. **City's Options.** City reserves the following options:

1. The right to award in whole or in part.
2. The right to reject all partial bids.
3. The right to reject any or all bids or make no award.
4. The right to issue subsequent Invitation For Bids (IFB).
5. The right to approve or disapprove the use of particular subcontractors and/or suppliers.
6. The right to waive any informality or irregularity in the bidding process and any bids.
7. The right to accept a bidder's signed offer and issue a purchase order directly to the bidder based on the IFB.

8. **City Code.** All provisions of Chapter 3.56 of the City Code are applicable to any bid submitted or contract awarded.

9. **Equipment.** If equipment is bid, it shall be the newest and latest model in current production. Used, re-manufactured, shopworn, demonstrator, prototype or discontinued models are not acceptable unless otherwise stipulated by the City.

10. **Faithful Performance Bond.** A faithful performance bond is: [X] Not Required [] Required

If required, the successful bidder must submit a performance bond in a form approved by the City Attorney, in the amount of \$0.00.

11. **Payment Discounts.** Payment discounts offered for payment in less than twenty (20) days will not be considered as a basis of award. Payment discounts offered for payment in twenty (20) or more days will be subtracted from the total bid price for the purposes of bid evaluation. Any payment discount offered by the successful bidder will be accepted by the City of Sacramento, whether or not it was considered as a basis of award. For purposes of award, The City assumes that all invoices are paid within the discount terms (all discounts are taken).

12. **Mandatory Pre-Bid Conference.** If a mandatory Pre-Bid Conference is indicated on the Invitation for Bid, all bidders are required to attend the conference. **Failure to attend this conference will result in rejection of your bid.** If a mandatory Pre-Bid Conference is indicated on the Invitation for Bid, bid packages will be made available only through the time and date of the conference. Subsequent addenda, if applicable, will be furnished only to those bidders who attended the Mandatory Pre-Bid Conference.

13. **Bid Inquiries.** Questions regarding this bid should be referred to:

Contractual Questions
 Department of Parks and Recreation:
 Attention: Bernadette Cheek
 Email: bcheek@cityofsacramento.org
 (916) 808-6097

Technical Questions
 Department of Parks and Recreation:
 Attention: Greg Narramore
 Email: gnarramore@cityofsacramento.org
 Phone: (916) 808-6095

These inquiries must be submitted at least 10 days prior to the bid opening date. Any interpretations by the City will be made in the form of a written amendment. The receipt of such an amendment must be acknowledged in accordance with the directions on the amendment. Oral explanations or instructions given before the award of the contract will not be binding.

14. **Bid Evaluation.** In determining the amount bid by each bidder, the City shall disregard mathematical errors in addition, subtraction, multiplication and division that appear obvious on the face of the Bid. When such a mathematical error appears on the face of the Bid, the City shall have the right to correct such error and to compute the total amount bid by the bidder on the basis of the corrected figure or figures.

When an item price is required to be set forth in the Bid, and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the City's estimate of the quantity to be provided or performed for said item, the item price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the City, such a procedure would be inconsistent with the intent of the bid process. The total paid for each such item of work shall be based upon the item price and not the total price.

Should the Bid contain only a total price for the item and the item price is omitted, the City shall determine the item price by dividing the total price for the item by City's estimate of the estimated quantities to be provided or performed.

If the Bid contains neither the item price nor the total price for the item, then it shall be deemed incomplete and the Bid shall be disregarded.

15. **Determination of Lowest Responsible Bidder.** Sacramento City Code 3.56.020 provides that the lowest responsible bidder shall be determined as follows:

- a. In determining whether a bidder is responsible, consideration shall be given to: (i) the quality and performance of the supplies to be provided by the bidder; (ii) the ability, capacity and skill of the bidder to perform the contract or effectuate the transaction; (iii) the ability of the bidder to perform the contract or effectuate the transaction within the time specified, without delay; (iv) the character, integrity, reputation, judgment,

experience and efficiency of the bidder; (v) the quality of the bidder's performance on previous purchases by, or contracts with, the City; (vi) the ability of the bidder to provide future maintenance, repair parts and services for the supplies provided.

- b. Based on the information provided in the bids, the City Council or the City Manager, as the case may be, shall identify those bids that are subject at the time of bid opening to the City's local sales or use tax under the provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Chapter 3.24 of the City Code. The lowest responsible bidder shall be determined after the amount of local sales or use tax that would be received by the City is deducted from such bids. This deduction shall be in addition to the application of any bid price preferences authorized by subsection c, below.
 - c. The City Council may by resolution, from time to time, adopt programs or procedures for providing bid price preferences, including but not limited to, preferences to promote the participation and utilization of small business enterprises, energy conservation and sustainability in the City's contracting for supplies and nonprofessional services. The lowest responsible bidder shall be the responsible bidder whose bid price is the lowest after all bid prices are calculated to include any such preferences. The calculation of such preferences shall be in addition to any deduction of sales or use tax required by subsection b, above.
16. **Pre-Award Conference.** The apparent lowest responsible bidder may be required to attend a pre-award conference at a mutually acceptable time at which requirements of the Contract will be reviewed. At that time, samples of forms, reports etc., will be submitted by the Contractor for final approval.
 17. **Award by Item or Group.** The City reserves the right to increase or decrease quantities listed, make separate awards for any item, line-item or category/group of items to the lowest responsible bidders for such items or category/groups of items.
 18. **Multiple Awards.** The City reserves the right to make multiple awards in order to provide for alternate sources, to insure continuity of supply if meeting the City's **requirements** within an acceptable time period exceeds the capacity or capability of the primary contractor(s).
 19. **Contract Award.** Within ninety (90) days after the bid opening, a contract will be awarded by the City to the lowest responsible bidder, subject to the right of the City to reject all bids or waive informalities or minor irregularities, as it may deem proper. The time for awarding a contract may be extended in the sole discretion of the City, if required to evaluate bids or for such other purposes as the City may determine, unless the Bidder objects to such extension in writing with his/her bid. The City may accept this bid offer by issuance of a Notice of Award Letter, Contract and/or a Purchase order covering award of said bid to Bidder at any time on or before the 90th day following the day of this official bid is opened by the City. This offer shall be irrevocable for 90 days after bid opening or 90 days after City Council awards the bid, whichever comes last, however this period may be extended by mutual agreement of both parties.
 20. **Non Professional Services Agreement.** The bidder(s) recommended for this award will be required to sign the attached Non Professional Services Agreement. Bidders are responsible for reading and understanding the attached Non Professional Services Agreement's requirements, terms and conditions prior to submitting their bids.
 21. **Emergency/Declared Disaster Requirements.** In the event of an emergency or if a City facility is declared a disaster area by the county, state or federal government, this contract may be subjected to unusual usage. The consultant/vendor/supplier shall service the City during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the consultant/vendor/supplier shall apply to serving the City's needs regardless of the circumstances. If the consultant/vendor/supplier is unable to supply the goods/services under the terms of the contract because of a disruption in its chain of supply or service, then the consultant/vendor/supplier shall provide proof of such disruption which may include, but not be limited to a copy of a letter from the source of supply or service stating reason for the disruption. Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted.
 22. All bids must show the full name of the firm bidding and must be on forms furnished by the City of Sacramento Procurement Division. All responses must be written in ink, printed by typewriter or computer generated. Responses made in pencil will not be considered.

- 23. Submission of Bids.** The City is not responsible for misaddressed bid submittals. Please assure that you utilize the address appropriate for the method of delivery. **Bid submissions made via commercial express courier (FedEx, United Parcel Svs.) must be addressed as follows:**

**City of Sacramento
City Clerk's Office
915 I St., Ste. 122391
Sacramento, CA. 95814-2604**

Bid submissions made via personal delivery shall be delivered to:

**City of Sacramento
City Clerk's Office
Historic City Hall
915 I St., Ste. 116
Sacramento, CA. 95814**

- 24. Bid Protect. Bid Protest.** Bid protests must be filed and maintained in accordance with the provisions of Sections 3.60.460 through 3.60.560 of the Sacramento City Code. Bid protests that do not comply with Sections 3.60.460 through 3.60.560 of the Sacramento City Code shall be invalid and shall not be considered. A bid protest fee of \$750.00 is required at the time of filing to be considered valid in accordance with City of Sacramento Resolution No. 2003-231 dated April 29, 2003. As used herein, the term "bid protest" includes any bid protest that (1) claims that one or more bidders on this contract should be disqualified or rejected for any reason, or (2) contests a City staff recommendation to award this contract to a particular bidder, or (3) contests a City staff recommendation to disqualify or reject one or more bidders on this contract. Sections 3.60.460 - 3.60.560 of the Sacramento City Code are available at: <http://www.qcode.us/codes/sacramento/>.

**SUBJECT TO PARAGRAPH 7 ABOVE, THE CITY CANNOT ACCEPT A
BID FAILING TO COMPLY WITH ANY OF THE ABOVE REQUIREMENTS.**

SECTION II
CONTRACT DOCUMENTS

SECTION II – CONTRACT DOCUMENTS**A. SPECIAL PROVISIONS****ENVIRONMENTALLY PREFERABLE PROCUREMENT**

The City has adopted a "Sustainable Procurement Policy (SPP) and program. The goal is to encourage the procurement of products and services that help minimize environmental impact resulting from use and disposal of these products. Contractors are encouraged to offer Energy Star, Green Seal, EcoLogo, EPEAT, or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. City also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this IFB. Contractors will offer products that have minimal virgin materials and maximum use of recycled products. Contractor must work with the City to attain these goals.

Notwithstanding the above, the Contractor agrees to supply the City of Sacramento with environmentally preferable and effective products in compliance with the specifications in this solicitation and provide services that help minimize environmental impact resulting from use and disposal of products specified in this bid.

The Contractor further agrees that its products specified in this bid do not contain any items, ingredients or components prohibited under the City's SPP Policy.

The City may terminate this contract or take other appropriate actions if the contractor fails to comply or provide adequate supporting documentation to substantiate compliance with the City's SP Policy and requirements specified in the bid.

The City's SPP Policy is available on line at:

[http://www.cityofsacramento.org/generalservices/procurement/documents/Sustainable Purchasing Policy SPP.pdf](http://www.cityofsacramento.org/generalservices/procurement/documents/Sustainable_Purchasing_Policy_SPP.pdf) or by contacting the Procurement Services Division at (916) 808-6240.

SECTION II – CONTRACT DOCUMENTS**B. TECHNICAL SPECIFICATIONS/OTHER REQUIREMENTS****Overall General Scope:**

The objective of this bid/contract(s) is to supply umpires, referees, scorekeepers, gym and field officials to the City of Sacramento, Department of Parks and Recreation for the following four (4) sports: basketball, baseball, softball, and volleyball. The City of Sacramento provides the highest quality sport leagues and officials to the residents of Sacramento.

Term:

Contract term shall be for three (3) years from date of execution with two (2) one year renewals not to exceed a total of five (5) years.

League Locations

League play for basketball, baseball, softball, and volleyball takes place at a variety of outdoor and indoor facilities located in Sacramento City and County limits. These facilities can range from City owned properties, such as parks and community centers to school district properties where a use permit has been issued to the City of Sacramento. A list of potential league play locations is attached as Exhibit A. League locations for each sport may be added or deleted as necessary.

Manadatory Pre-Award Conference

The apparent lowest responsible bidder for each sport shall be required to attend a pre-award conference at a mutually acceptable time. At this conference, a listing names and contact numbers for all umpires, officials, scorekeepers, gym and field officials will be provided to the City of Sacramento. The City of Sacramento will accept or reject individuals for each sport and determine if the contractor has the capacity to meet the needs of the City with the quality and quantity listed in the specifications. All subsequent sport officials information will be submitted to the City of Sacramento a minimum of seven (7) days prior to assigning individual to a City of Sacramento league.

Specifications

The contractor shall provide sufficient personnel to perform all work in accordance with the specifications set forth herein. All of the contractor's staff shall be supervised by a qualified supervisor in the employ of the contractor. The City of Sacramento will be provided with monthly updated staff listings which shall include staff names and telephone numbers.

The contractor shall only furnish sport umpires, referees, scorekeepers, gym and field officials who are competent and skilled for work under this contract. The City of Sacramento will provide a list of preferred officials for each league and priority will be given to the specified individual during the scheduling of sport officials to provide the required services for the City. Contractor shall have a minimum of one year experience in a professional capacity providing umpires, referees, scorekeepers, or gym and field officials to a public agency. Contractor shall provide a well trained staff person with the knowledge and rules of the sport they are providing a service for. Contractor shall provide staff that meet or exceed the minimum requirements listed in the specifications. The City of Sacramento, Department of Parks and Recreation or designee, has the right to remove any individual who is incompetent, disorderly, threatens staff, spectators or participants, uses abusive language or does not perform to the standards and specifications of this contract, shall be removed from all work under this contract.

Contractor shall provide all uniforms, equipment and supplies needed to perform the scope of work for each sport. All equipment and supplies must be in proper working order to ensure the safety of the employee, participants and spectators.

Contractor shall supply all umpires and referees with uniforms. Umpires and referees shall wear the proper uniform for the corresponding sport, including shoes and required gear. Uniform shirts must be buttoned at all times. All uniforms must be free of any advertising, logos, and messages, clean and free of disrepair. Pants must be worn at the waist. Officials shall report to work in uniform and shall meet general and acceptable personal hygiene standards. Smoking is not allowed in any park.

Umpires, referees, and officials, must check in with on site City of Sacramento staff where applicable. All reportable incidents are to be brought to the attention of City staff. Each umpire, referee, scorekeeper, gym or field official is required to complete a City of Sacramento incident report within 24 hours of the day of the incident.

Contractor shall provide the City of Sacramento, Department of Parks and Recreation with access to an internet officials scheduling program (such as Arbiter), should the contractor be utilizing such a system. If the contractor does not utilize an internet based scheduling system, the contractor must provide daily schedules of all officials to each program supervisor, no later than 12 Noon. All holiday and weekend schedules must be provided on the prior business day.

Over the course of this contract and any extensions, additional sports may be added to expand sport opportunities within the City of Sacramento. Should the need arise to expand umpire, referees, scorekeepers, gym or field officials for those sports not on this pricing schedule, an amendment may be negotiated and added to this contract.

Awards may be made in whole or by individual sport.

Each sport official; umpires, referees, scorekeepers, and gym/field officials will be paid on a **per game** rate.

Basketball Specifications 2 Referees, 1 Scorekeeper, 1 Gym/Field Official

Referee's Minimum Qualifications: One year of experience refereeing Jr. High Level or higher basketball games. Referee must be fingerprinted and performance evaluated a minimum of once per year.

Scorekeepers Minimum Qualifications: Six months prior experience scorekeeping basketball games. Scorekeeper must be fingerprinted and performance evaluated a minimum of once per year. Scorekeepers are required to attend a City of Sacramento agency orientation.

Gym /Field Officials Minimum Qualifications: Six months prior experience as a gym official for basketball. Gym/Field Officials must be fingerprinted and performance evaluated a minimum of once per year. Gym/Field Officials are required to attend a City of Sacramento agency orientation. The City of Sacramento will pay the equivalent of 1 (one) additional per game rate for these services.

Average game duration: One Hour.

Baseball Specifications 2 Umpires, 1 Gym/Field Official

Umpire's Minimum Qualifications: One year of experience refereeing High School Level baseball. Umpire must be fingerprinted and performance evaluated a minimum of once per year.

Gym /Field Officials Minimum Qualifications: Six months prior experience as a field official for baseball. Gym/Field Officials must be fingerprinted and performance evaluated a minimum of once per year. Field Officials are required to attend a City of Sacramento agency orientation.

Harry Renfree Park Umpire additional duties: Umpires assigned to Harry Renfree are required to open and close the facility, set up and secure the scoreboards. 1 hour prior to game, placing bases on appropriate base pegs on each field. At the conclusion of the games; removing all bases and placing in storage. The City of Sacramento will pay a maximum of 10% of the single game rate for each set up/takedown service (1 per day).

Average game duration: Two and one-half hours.

Softball Specifications-2 Umpire Games 2 Umpires, 1 Scorekeeper

Umpires Minimum Qualifications: All umpires must hold a current and valid Amateur Softball Association (ASA) certificate.

Scorekeepers Minimum Qualifications: Six months prior experience scorekeeping softball games. Scorekeepers must be fingerprinted and performance evaluated a minimum of once per year. Scorekeepers are required attend a City of Sacramento agency orientation.

Average game duration: One Hour.

Softball Specifications One Umpire Games 1 Umpire, 1 Scorekeeper

Umpire Minimum Qualifications: Umpire must hold a current and valid Amateur Softball Association (ASA) certificate.

Scorekeepers Minimum Qualifications: Six months prior experience scorekeeping softball games. Scorekeepers must be fingerprinted and performance evaluated a minimum of once per year. Scorekeepers are required attend a City of Sacramento agency orientation.

Average game duration: One Hour.

Volleyball Specifications

1 Referee, 1 Gym/Field Official

Referee Minimum Qualifications: One year of experience refereeing Jr. High Level or higher Volleyball games. Referee must be fingerprinted and performance evaluated at least once per year.

Gym/Field Officials Minimum Qualifications: Six months or prior experience as a gym/field official for volleyball. Gym/Field Officials must be fingerprinted and performance evaluated a minimum of once per year.

Average game duration: One Hour.

INVOICING

Monthly invoicing shall include the game date and time, detailed by level of service (Umpire, referee, scorekeeper, gym or field official). Invoicing shall include the quantity for each level of service per game/date and time, per game rate and an extension total. Administrative fees if any, shall be listed separately and near the end of the bill, just prior to the total amount due. All invoices will be sent by mail to:

City of Sacramento, Adult Sports
Steve Johnson
3291 Truxel Road, Suite 26
Sacramento, CA 95833

Exhibit A- Potential League Play Locations

Locations may be added or deleted at any time.

- | | |
|---|--|
| Argonaut School Park | Army Depot |
| Autumn Meadow Park | Babcock School Park |
| Barandas Park | Camellia Park |
| Carl Johnston Park | Castori School Park |
| Colonial Park | Consumnes River College |
| Curtis Park | Del Paso Heights Park |
| Del Paso Heights School Park | Dos Rios School Park |
| Earl Warren Park | East Portal Park |
| Garden Valley School Park | Gardenland Park |
| George Sim Event Center | George Sim Park |
| Glenbrook Park | Glenn Hall Park |
| Glenwood School Park | Grant Park |
| Hagginwood Park | Harry Renfree Field |
| Heron Park | Hummingbird Park |
| Jacinto Creek Park | James Mangan Park |
| James McClatchy Park | John Cabrillo Park |
| Kokomo Park | Lawrence Park |
| Lewis Park | Linden Park |
| Main Avenue School Park | Mama Marks Park |
| Manual Silva Park | Max Baer Park |
| McKinley Park | Miller Park |
| Muir Park | Natomas Unified School District facilities |
| Ninos Park | North Avenue School Park |
| North Laguna Creek Park | Northborough Park |
| Northgate Park | O'Neil Field |
| Orchard Park | Pannell Meadowview CC Park |
| Peregrine Park | Peter Burnette School Park |
| Quail Park | Redwood Park |
| Regency Park | Reichmuth Park |
| River Park | Robertson Park |
| Robla Community Park | Robla School Park |
| Roosevelt Park | Sacramento Softball Complex |
| Sacramento Unified School District facilities | |
| Shasta Park | Shorebird Park |
| Sierra Two Park | Sojourner Truth Park |
| South Natomas Community Park | Stanford Park |
| Strauch School Park | Tahoe Park |
| Tahoe Tallac Park | Tanzanite Park |
| Twin Rivers School District facilities | Twin Rivers Park |
| Two Rivers Park | Valley Hi Park |
| Westlake Community Park | William Land Regional Park |
| Wittier Ranch Park | Woodbine Park |
| Woodlake Park | |

**SECTION III
BIDDER RESPONSE DOCUMENTS**

SECTION III – BIDDER RESPONSE DOCUMENTS

**A. ITEMS THAT MUST BE SUBMITTED BY SUCCESSFUL
BIDDER PRIOR TO START OF CONTRACT**

The following documents are required to be completed and submitted by the successful bidder prior to the award of contract of the contract:

1. CERTIFICATE OF INSURANCE

Successful bidders are REQUIRED to submit the necessary Certificate(s) of Insurance as called for in the General Conditions prior to award of the contract.

2. BUSINESS OPERATIONS TAX CERTIFICATE

Chapter 3.08 of the Sacramento City Code requires that anyone conducting business in the City of Sacramento obtain a **Business Operations Tax Certificate** and pay the applicable tax if necessary. Successful bidders will be REQUIRED to show compliance with this requirement prior to award of the contract.

To obtain information about the Business Operations Tax Certificate, contact the City of Sacramento, Revenue Division, 915 I Street, Room 1214, Sacramento, CA 95814, or telephone (916) 808-8500.

SECTION III – BIDDER RESPONSE DOCUMENTS

B. BID GUARANTEE (If Applicable)

C. PERFORMANCE BOND (If Applicable)

D. PAYMENT BOND (If Applicable)

SECTION III – BIDDER RESPONSE DOCUMENTS

E. DRUG FREE WORKPLACE POLICY AND AFFADAVIT

**BID PROPOSAL MAY BE DECLARED NONRESPONSIVE IF THIS FORM (COMPLETED) IS NOT ATTACHED.
Pursuant to City Council Resolution CC90-498 dated 6/26/90 the following is required.**

The undersigned contractor certifies that it and all subcontractors performing under this Agreement will provide a drug-free workplace by:

- 1. Publishing a "Drug-Free Workplace" statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2. Establishing a Drug-Free Awareness Program to inform employees about:
 - a. The dangers of drug abuse in the workplace.
 - b. The contractor's policy of maintaining a drug-free workplace.
 - c. Any available drug counseling, rehabilitation, and employee assistance program.
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- 3. Notify employees that as a condition of employment under this Agreement, employees will be expected to:
 - a. Abide by the terms of the statement.
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace.
- 4. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy on the "Drug-Free Workplace" statement.
- 5. Taking one of the following appropriate actions, within thirty (30) days of receiving notice from an employee or otherwise receiving such notice, that said employee has received a drug conviction for a violation occurring in the workplace:
 - a. Taking appropriate disciplinary action against such an employee, up to and including termination; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement or other appropriate agency.

* I certify that no person employed by this company, corporation, or business has been convicted of any criminal drug statute violation on any job site or project where this company, corporation or business was performing was within three years of the date of my signature below.

EXCEPTION: _____
Date Violation Type Place of Occurrence

If additional space is required use back of this form.

* The above statement will also be incorporated as a part of each subcontract agreement for any and all subcontractors selected for performance on this project.

IN THE EVENT THIS COMPANY, CORPORATION, OR BUSINESS IS AWARDED A CONTRACT, AS A RESULT OF THIS BID; THE CONTRACTOR WITH HIS/HER SIGNATURE REPRESENTS TO THE CITY THAT THE INFORMATION DISCLOSED IN THIS DOCUMENT IS COMPLETE AND ACCURATE. IT IS UNDERSTOOD AND AGREED THAT FALSE CERTIFICATION IS SUBJECT TO IMMEDIATE TERMINATION BY THE CITY.

The Representations Made Herein On This Document Are Made Under Penalty Of Perjury.

CONTRACTOR'S NAME: GREATER SACRAMENTO SOFTBALL ASSOCIATION
BY: Jeff Dubchenky Signature COMMISSIONER Title Date: 11-21-10

Effects of violations: a. Suspension of payments under the Agreement. b. Suspension or termination of the Agreement. c. Suspension or debarment of the contractor from receiving any Agreement from the City of Sacramento for a period not to exceed five years.

F. ITEMS REQUIRING BIDDER RESPONSE

NOTE: Bidders must provide responses where indicated to the following items. Failure to provide a response to each of the items in this section may be grounds for rejection of bid.

1. SBE/EBE FIVE PERCENT (5%) BID EVALUATION PREFERENCE

On February 9, 1999, the Sacramento City Council adopted an Emerging and Small Business Development program to provide enhanced opportunities for the participation of small business enterprises (SBEs) and emerging business enterprises (EBEs) in the City's contracting and procurement activities. Any bid or quotation submitted by a firm that is certified as a SBE by the City of Sacramento, or that is certified as an EBE by the City of Sacramento, will receive a five percent (5%) bid evaluation preference for the purpose of determining the lowest responsible bidder. If, after applying the 5% bid evaluation preference, the bid of an SBE/EBE firm receiving such preference is determined to be the lowest responsible bid, the award will be made for the actual amount bid. To receive this bid evaluation preference, a firm must be certified as a SBE or EBE at the time of bid opening. Questions regarding eligibility for SBE/EBE certification should be addressed to the City of Sacramento Procurement Division, at (916) 808-6747.

A. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION

Is the firm submitting the bid certified by the City of Sacramento as a small business enterprise? Check the appropriate block below:

- YES – Our firm is certified by the City of Sacramento as a small business enterprise.
- NO -Our firm submitting is not certified by the City of Sacramento as a small business enterprise.

If the response to the above is YES, provide the City of Sacramento Certification Number _____.

B. EMERGING BUSINESS ENTERPRISE (EBE) CERTIFICATION

Is the firm submitting the bid certified by the City of Sacramento as an *emerging* business enterprise? Check the appropriate block below:

- YES - Our firm is certified by the City of Sacramento as an emerging business enterprise.
- NO - Our firm is not certified by the City of Sacramento as an emerging business enterprise.

If the response to the above is YES, provide the City of Sacramento Certification Number: _____.

2. PAYMENT DISCOUNT

Will you offer a prompt payment discount? Yes [] or No (Net 30 days)

If Yes, the Payment Discount is _____% for payment within _____ calendar days, which will be computed from the date delivery is made and is accepted by the City, or the date a proper invoice is received, whichever is later.

PAYMENT DISCOUNTS SHALL BE CONSIDERED IN AWARDING THE CONTRACT AS SET FORTH IN THE "BID INSTRUCTIONS AND REQUIREMENTS", PARAGRAPH 11 (ENTITLED "PAYMENT DISCOUNTS").

3. ELECTRONIC FUNDS TRANSFER (EFT) (informational only):

Do you have the ability to accept electronic payments (EFT)? Yes [] or No

If Yes, what percentage discount would you offer the City to be paid through EFT? _____%

4. CITY OF SACRAMENTO BOYCOTT OF ARIZONA-HEADQUARTERED BUSINESSES

On June 15, 2010, the Sacramento City Council adopted Resolution No. 2010-346 opposing two Arizona laws (SB 1070 and HB 2162) that will allow Arizona police to arrest individuals suspected of being unlawfully present in the United States and to charge immigrants with state crime for not carrying immigration documents. Sacramento City Council Resolution No. 2010-346 also called for a boycott of the State of Arizona and businesses headquartered in Arizona until Arizona repeals or a court nullifies SB 1070 and HB 1262. Resolution No. 2010-346 provides, in pertinent part, that "where practicable and where there is no significant additional cost to the City, the City of Sacramento shall not enter into any new, amended, extended or supplemental contracts to purchase or procure goods or services from any businesses or entity that is headquartered in Arizona..."

Pursuant to the provisions of Resolution No. 2010-346, the City may determine that a bid from a business or entity that is headquartered in Arizona is nonresponsive and the City may reject the bid on that basis.

Bidders that are headquartered in the United States shall certify in the space below the state where the bidder is headquartered:

CALIFORNIA
State Where Bidder is Headquartered

Signature: 

SECTION III – BIDDER RESPONSE DOCUMENTS

G. BASKETBALL PRICING SCHEDULE

Basketball 2 referees, 1 scorekeeper, 1 gym/field official

Year 1

	# of Games	Per Game Rate	Extension
Referee's	550		
Scorekeeper	550		
Gym/Field Official	550		
		Total:	

Year 2 % of increase? _____

	# of Games	Per Game Rate	Extension
Referee's	600		
Scorekeeper	600		
Gym/Field Official	600		
		Total:	

Year 3 % of increase? _____

	# of Games	Per Game Rate	Extension
Referee's	650		
Scorekeeper	650		
Gym/Field Official	650		
		Total:	

Year 4 % of increase? _____

	# of Games	Per Game Rate	Extension
Referee's	700		
Scorekeeper	700		
Gym/Field Official	700		
		Total:	

Year 5 % of increase? _____

	# of Games	Per Game Rate	Extension
Referee's	750		
Scorekeeper	750		
Gym/Field Official	750		
		Total:	

Year 1 administrative fees and terms: _____

Year 1 administrative fees TOTAL: _____

Year 2 administrative fees and terms: _____

Year 2 administrative fees TOTAL: _____

Year 3 administrative fees and terms: _____

Year 3 administrative fees TOTAL: _____

Year 4 administrative fees and terms: _____

Year 4 administrative fees TOTAL: _____

Year 5 administrative fees and terms: _____

Year 5 administrative fees TOTAL: _____

H. BASEBALL PRICING SCHEDULE

Baseball 2 Umpires, 1 Gym/Field Supervisor

Year 1

	# of Games	Per Game Rate	Extension
Umpire #1	100		
Umpire #2	100		
Scorekeeper	100		
Renfree Xtra Duties	70		
		Total:	

Year 2 % of increase?

	# of Games	Per Game Rate	Extension
Umpire #1	120		
Umpire #2	120		
Scorekeeper	120		
Renfree Xtra Duties	70		
		Total:	

Year 3 % of increase?

	# of Games	Per Game Rate	Extension
Umpire #1	140		
Umpire #2	140		
Scorekeeper	140		
Renfree Xtra Duties	70		
		Total:	

Year 4 % of increase?

	# of Games	Per Game Rate	Extension
Umpire #1	160		
Umpire #2	160		

Scorekeeper	160		
Renfree Xtra Duties	70		
		Total:	

Year 5 % of increase? _____

	# of Games	Per Game Rate	Extension
Home Base Umpire	180		
Umpire #2	180		
Scorekeeper	180		
Renfree Xtra Duties	70		
		Total:	

Year 1 administrative fees and terms: _____

Year 1 administrative fees TOTAL: _____

Year 2 administrative fees and terms: _____

Year 2 administrative fees TOTAL: _____

Year 3 administrative fees and terms: _____

Year 3 administrative fees TOTAL: _____

Year 4 administrative fees and terms: _____

Year 4 administrative fees TOTAL: _____

Year 5 administrative fees and terms: _____

Year 5 administrative fees TOTAL: _____

I. SOFTBALL PRICING SCHEDULE - 1 UMPIRE GAMES

Softball-1 umpire games

1 Umpire, 1 Scorekeeper

Year 1

	# of Games	Per Game Rate	Extension
Umpire	2600	23	59,800
Scorekeeper	2600	12.33	32,058
Total			91,858

Year 2 % of increase?

	# of Games	Per Game Rate	Extension
Umpire	3000	23.46	70,380
Scorekeeper	3000	12.33	36,990
Total			107,370

Year 3 % of increase?

	# of Games	Per Game Rate	Extension
Umpire	3200	23.93	76,576
Scorekeeper	3200	12.33	39,456
Total			116,032

Year 4 % of increase?

	# of Games	Per Game Rate	Extension
Umpire	3400	24.40	82,960
Scorekeeper	3400	12.33	41,922
Total			124,882

Year 5 % of increase?

	# of Games	Per Game Rate	Extension
Umpire	3600	24.90	89,640
Scorekeeper	3600	12.33	44,388
Total			134,028

Year 1 administrative fees and terms: 8% of invoice amount

Year 1 administrative fees TOTAL: 7,349

Year 2 administrative fees and terms: 8% of invoice amount

Year 2 administrative fees TOTAL: 8,590

Year 3 administrative fees and terms: 8% of invoice amount

Year 3 administrative fees TOTAL: 9,283

Year 4 administrative fees and terms: 8% of invoice amount

Year 4 administrative fees TOTAL: 9,991

Year 5 administrative fees and terms: 8% of invoice amount

Year 5 administrative fees TOTAL: 10,722

J. SOFTBALL PRICING SCHEDULE - 2 UMPIRE GAMES

Softball-2 umpire games

2 Umpires, 1 Scorekeeper

Year 1

	# of Games	Per Game Rate	Extension
Umpires	350	40	14,000
Scorekeeper	350	12.33	4,316
			Total 18,316

Year 2 % of increase?

	# of Games	Per Game Rate	Extension
Umpires	400	40.80	16,320
Scorekeeper	400	12.33	4,932
			Total 21,252

Year 3 % of increase?

	# of Games	Per Game Rate	Extension
Umpires	450	41.62	18,729
Scorekeeper	450	12.33	5,548
			Total 24,277

Year 4 % of increase?

	# of Games	Per Game Rate	Extension
Umpires	500	42.45	21,225
Scorekeeper	500	12.33	6,165
			Total 27,390

Year 5 % of increase?

	# of Games	Per Game Rate	Extension
Umpires	550	43.30	23,815
Scorekeeper	550	12.33	6,782
			Total 30,597

Year 1 administrative fees and terms: 8% of invoice amount

Year 1 administrative fees TOTAL: 1,465

Year 2 administrative fees and terms: 8% of invoice amount

Year 2 administrative fees TOTAL: 1,700

Year 3 administrative fees and terms: 8% of invoice amount

Year 3 administrative fees TOTAL: 1,942

Year 4 administrative fees and terms: 8% of invoice amount

Year 4 administrative fees TOTAL: 2,191

Year 5 administrative fees and terms: 8% of invoice amount

Year 5 administrative fees TOTAL: 2,447

K. VOLLEYBALL PRICING SCHEDULE

VOLLEYBALL 1 referee, 1 gym/field official

Year 1

	# of Games	Per Game Rate	Extension
Referee	200		
Gym Field Official	200		
			Total:

Year 2 % of increase? _____

	# of Games	Per Game Rate	Extension
Referee	250		
Gym Field Official	250		
			Total:

Year 3 % of increase? _____

	# of Games	Per Game Rate	Extension
Referee	300		
Gym Field Official	300		
			Total:

Year 4 % of increase? _____

	# of Games	Per Game Rate	Extension
Referee	350		
Gym Field Official	350		
			Total:

Year 5 % of increase? _____

	# of Games	Per Game Rate	Extension
Referee	400		
Gym Field Official	400		
			Total:

Year 1 administrative fees and terms: _____

Year 1 administrative fees TOTAL: _____

Year 2 administrative fees and terms: _____

Year 2 administrative fees TOTAL: _____

Year 3 administrative fees and terms: _____

Year 3 administrative fees TOTAL: _____

Year 4 administrative fees and terms: _____

Year 4 administrative fees TOTAL: _____

Year 5 administrative fees and terms: _____

Year 5 administrative fees TOTAL: _____

BID SUMMARY

SPORT	YEAR	ADMIN. FEE TOTAL	SERVICES TOTAL
Basketball	1	- 0 -	- 0 -
Basketball	2	- 0 -	- 0 -
Basketball	3	- 0 -	- 0 -
Basketball	4	- 0 -	- 0 -
Basketball	5	- 0 -	- 0 -
Baseball	1	- 0 -	- 0 -
Baseball	2	- 0 -	- 0 -
Baseball	3	- 0 -	- 0 -
Baseball	4	- 0 -	- 0 -
Baseball	5	- 0 -	- 0 -
Softball-1 Umpire	1	7,349	99,207
Softball-1 Umpire	2	8,590	115,960
Softball-1 Umpire	3	9,283	125,315
Softball-1 Umpire	4	9,991	134,873
Softball-1 Umpire	5	10,722	144,750
Softball- 2 Umpires	1	1,465	19,781
Softball- 2 Umpires	2	1,700	22,952
Softball- 2 Umpires	3	1,942	26,219
Softball- 2 Umpires	4	2,191	29,581
Softball- 2 Umpires	5	2,447	33,044
Volleyball	1	- 0 -	- 0 -
Volleyball	2	- 0 -	- 0 -

Volleyball	3	- 0 -	- 0 -
Volleyball	4	- 0 -	- 0 -
Volleyball	5	- 0 -	- 0 -
	Grand Totals:	55,680	751,682

SECTION III - REQUIREMENTS

L. BID SIGNATURE PAGE

BID NO. B111531004

FOR SERVICES/SUPPLIES: UMPIRES REFEREES, SCOREKEEPERS, GYM OFFICIALS

To the City of Sacramento:

The undersigned bidder (hereafter referred to as the "bidder" or the "Contractor") submits the attached bid, and certifies as follows: that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid the bidder has examined all of the Contract Documents identified below; that the bidder proposes and agrees that if this bid is accepted, the bidder will execute and fully perform the contract for which bids are called; that the bidder shall perform all the work and/or furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the bidder shall take in full payment therefore, the prices set forth in the attached Pricing Schedule.

CONTRACT DOCUMENTS

Performance of and payment for the contract for which bids are called shall be subject to all terms and conditions of the Invitation for Bid, the Bid Instructions and Requirements, the Bid, the Pricing Schedule(s), the Items Requiring Bidder Response, the Required Submittals, the General Conditions, and any Addenda, Amendments, Special Provisions, Specifications, Plans, or other requirements applicable to performance of the work and/or furnishing the materials specified herein. Such documents referred to herein as the "Contract Documents", are fully incorporated herein by this reference and are collectively referred to as the "Contract". By submitting this Bid, the Contractor agrees to fully perform each and every provision of the Contract, provided that City awards the Contract to the Contractor, and provided further that City shall have no obligation hereunder unless and until such award is made. Contractor shall not make any changes to this form without City's written approval, and any changes made without such approval shall be void.

To Be Filled Out By Bidder

NAME OF CONTRACTOR: GREATER SACRAMENTO SOFTBALL ASSOCIATION

ADDRESS: 6742 AUBURN BLVD

PHONE #: 916-622-9060 FAX #: 916-307-~~6006~~⁵³⁵¹ E-MAIL: jdubchansky@sacramentoasa.org

STATE TAX I.D. #: 916 C0538160 FED. TAX I.D. #: 94-2567628

City of Sacramento Business Operation Tax Certificate #: 155592 through 12/31/10
(Contract award will not be processed without a valid and current Certificate Number.)

TYPE OF BUSINESS ENTITY (check one): Individual/Sole Proprietor Partnership
 Corporation Limited Liability Company
 Other (please specify: _____)

BY: (signature of authorized person) Jeff Dubchansky

PRINT NAME: JEFF DUBCHANSKY

TITLE: COMMISSIONER

BID NO. B111531004

Note: All information submitted in or in connection with a bid is submitted under penalty of perjury. The City shall have the right to terminate at any time any contract awarded pursuant to a bid that contains false information.

Umpire's, Referee's, Scorekeepers, Gym/Field Officials Addendum No. 1

Pricing Schedule:

Softball- Additional duties: Get bases out of storage, place bases, retrieve bases and place into storage.

	# of Games	Per Field	Extension
Year 1	737	3.0825	2,272
Year 2	850	3.0825	2,620
Year 3	912	3.0825	2,811
Year 4	975	3.0825	3,005
Year 5	1037	3.0825	3,197
Grand Total:			13,905

* Price is based on multiple fields and calculated at .25/hrs. per field at the living wage amount of 12.33/hr.

FOLLOWING FORMS TO BE FILLED OUT

AND SIGNED

ONLY

IF AWARDED CONTRACT

SECTION IV

PROJECT #: B111531004
PROJECT NAME: Umpire's and Sports Preparation Services
DEPARTMENT: Parks and Recreation
DIVISION: Community Recreation Services/Adult Sports

CITY OF SACRAMENTO

NONPROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made at Sacramento, California, as of _____, by and between the **CITY OF SACRAMENTO**, a municipal corporation ("CITY"), and

*Greater Sacramento Softball Association
6742 Auburn Boulevard, Citrus Heights, CA 95621
916-622-9060 or 916-521-7574 Fax: 916-726-1706
jdubchansky@sacramentoasa.org*

("CONTRACTOR"), who agree as follows:

1. **Contract.** The Contract shall consist of this Agreement and each of the following documents (if applicable), which are incorporated herein by reference:

- | | |
|--|----------------------------------|
| Invitation to Bid | Workers Compensation Certificate |
| Instructions to Bidders | Contractor's Bid Proposal Form |
| Certificate(s) of Insurance | ESBD Program Statement |
| Drug-Free Workplace Policy and Affidavit | Technical Specifications |
| Declaration of Compliance (Equal Benefits Ordinance) | |
| Declaration of Compliance (Living Wage Ordinance) | |

2. **Services.** Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to CITY the services described in Exhibit A. CONTRACTOR shall provide said services at the time, place, and in the manner specified in Exhibit A. CONTRACTOR shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of such services: (a) CONTRACTOR notifies CITY and CITY agrees that such services are outside the scope of Exhibit A; (b) CONTRACTOR estimates the additional compensation required for these additional services; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor. CITY shall have no obligations whatsoever under this Agreement and/or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Sacramento City Manager or the City Manager's authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code.

3. **Payment.** CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONTRACTOR for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONTRACTOR shall submit all billings for said services to CITY in the manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices that CONTRACTOR uses for billing clients similar to CITY.

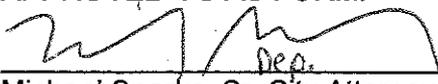
4. **Facilities and Equipment.** Except as set forth in Exhibit C, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. CITY shall furnish to CONTRACTOR only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.

5. **General Provisions.** The General Provisions set forth in Exhibit D, that include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by CONTRACTOR and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over said terms or conditions.
6. **Living Wage Requirements.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.58, Living Wage. The requirements of Sacramento City Code Chapter 3.58 are summarized in Exhibit E. The CONTRACTOR is required to sign the attached Declaration of Compliance (Living Wage Ordinance) to assure compliance with these requirements.
7. **Non-Discrimination in Employee Benefits.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The requirements of Sacramento City Code Chapter 3.54 are summarized in Exhibit F. CONTRACTOR is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.
8. **Authority.** The person signing this Agreement for CONTRACTOR hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.
9. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

APPROVED TO AS FORM:


Michael Sparks, Sr., City Attorney

By: _____

Print name: _____

Title: _____

For: Gus Vina, Interim City Manager

ATTEST:

City Clerk

CONTRACTOR:

Greater Sacramento Softball Association
NAME OF FIRM

94-2567628
Federal I.D. No.

00538160
State I.D. No.

155592
City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY (check one):

- Individual/Sole Proprietor
- Partnership
- Corporation (require 2 signatures)
- Corporation (may require 2 signatures)
- Limited Liability Company
- Other (please specify: _____)

Jeff Dubreton

Signature of Authorized Person

Commissioner

Print Name and Title

na

Additional Signature (if required)

na

Print Name and Title

Attachments

- Exhibit A - Scope of Service
- Exhibit B - Fee Schedule/Manner of Payment
- Exhibit C - Facilities/Equipment Provided
- Exhibit D - General Provisions
- Exhibit E - Living Wage Requirements
- Exhibit F - Non-Discrimination in Employee Benefits

**DECLARATION OF COMPLIANCE
Living Wage Ordinance**

Name of Contractor: **Greater Sacramento Softball Association**

Address: **6742 Auburn Boulevard, Citrus Heights, CA 95621**

The above-named contractor ("Contractor") hereby declares and agrees as follows:

1. Contractor has read and understands the Living Wage Requirements (the "Requirements") attached hereto as Exhibit E.
2. As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Living Wage Ordinance codified at Chapter 3.58 of the Sacramento City Code (the "Ordinance"). If required by the Ordinance, Contractor will pay not less than the minimum compensation specified in the Ordinance to Contractor's employees, for all time spent performing any work under this Contract.
3. If the amount of this Contract is less than \$100,000, as a condition of receiving this Contract, Contractor will notify the City of Sacramento ("City") in writing if the aggregate value of this Contract and of any other Nonprofessional Services contract(s) covered by the Ordinance that the City has awarded to Contractor within the previous 12 months, is \$100,000 or more.
4. Contractor acknowledges and agrees that the Requirements, the Ordinance and this Declaration shall constitute part of this Contract, and that these provisions shall govern in the event of any conflict with any other provisions of the Contract.
5. Contractor further acknowledges and agrees that any violation of the Requirements or the Ordinance constitutes a material breach of this Contract, and that, if such a breach occurs, the City will be authorized to terminate the Contract, and pursue all available legal and equitable remedies.
6. If requested by the City, Contractor will promptly submit certified payroll records to the City, for itself and/or for Contractor's subcontractor(s); as requested by the City, and Contractor will take any other steps as may be required by the City to determine whether Contractor's subcontractor(s) or Contractor have complied with the Requirements and the Ordinance.
7. Contractor will require all of its subcontractors who are covered by these requirements to comply with the Requirements and any additional requirements that may be specified in the Ordinance, and Contractor will include these requirements in all subcontracts covered by the Ordinance.
8. Contractor agrees to defend, indemnify and hold harmless the City, its officers and employees against any claims, actions, damages, costs (including reasonable attorney fees) or other liabilities of any kind arising from any violation of the Requirements or the Ordinance by Contractor or by any subcontractor retained to perform work or provide services under this Contract.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.

Jeff Dubchansky
Signature of Authorized Representative

Date: 1-11-2011

Print name: JEFF DUBCHANSKY

Title: Commissioner

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

Name of Contractor: **Greater Sacramento Softball Association**

Address: **6742 Auburn Boulevard, Citrus Heights, CA 95621**

The above-named Contractor ("Contractor") hereby declares and agrees as follows:

1. Contractor has read and understands the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") attached hereto as Exhibit F.
2. As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").
3. Contractor understands, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance are any of the following:
 - a. Bereavement Leave
 - b. Disability, life, and other types of insurance
 - c. Family medical leave
 - d. Health benefits
 - e. Membership or membership discounts
 - f. Moving expenses
 - g. Pension and retirement benefits
 - h. Vacation
 - i. Travel benefits
 - j. Any other benefit offered to employees

Contractor agrees that if Contractor offers any of the above-listed employee benefits, Contractor will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
 - a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be deemed discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
 - b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.
 - c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.
 - d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.
 - e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Contract is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Contract is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.

- f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Contract is executed by the City.
 - g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).
 - h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
 - i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits, are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Contract is executed by the City.
5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
 6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.
 7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Contract award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.
 8. Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractor.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.

Jeff Dubchansky
Signature of Authorized Representative

1-11-2011
Date

JEFF DUBCHANSKY
Print Name

COMMISSIONER
Title

EXHIBIT A

NONPROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

1. **Representatives.**

The CITY Representative for this Agreement is:

*Greg Narramore, Recreation Superintendent
4623 T Street, Sacramento, CA 95819*

Phone: 916-808-6095 Fax: 916-454-3956 E-mail: gnarramore@cityofsacramento.org

All CONTRACTOR questions pertaining to this Agreement shall be referred to the CITY Representative or the Representative's designee.

The CONTRACTOR Representative for this Agreement is:

*Jeff Dubchansky-Commissioner
6742 Auburn Boulevard, Citrus Heights, CA 95621
916-622-9060 or 916-521-7574 Fax: 916-726-1706
jdubchansky@sacramentoasa.org*

All CITY questions pertaining to this Agreement shall be referred to the CONTRACTOR Representative. All correspondence to CONTRACTOR shall be addressed to the address set forth on page one of this Agreement. Unless otherwise provided in this Agreement, all correspondence to the CITY shall be addressed to the CITY Representative.

2. **Scope of Services.** The services provided shall be as set forth in Attachment 1 to Exhibit A, attached hereto and incorporated herein. The scope of services shall be limited to Softball Umpires and Softball Preparation Services of Bid No. B111531004.
3. **Time of Performance.** The services described herein shall be provided for a period of three years from the date of the award. The City, in its sole discretion, may elect to exercise the options to extend this Agreement for up to two (2) one-year option periods. This Agreement shall not exceed a total of five (5) years from the date of award. City shall exercise any option by serving written notice to the contractor not less than 90 days prior to the expiration date of the current term.

Attachment 1 to Exhibit A

TECHNICAL SPECIFICATIONS/OTHER REQUIREMENTS**Overall General Scope:**

The objective of this contract is to supply softball umpires to the City of Sacramento, Department of Parks and Recreation. The City of Sacramento provides the highest quality sport leagues and officials to the residents of Sacramento.

Term:

Contract term shall be for three (3) years from date of execution with two (2) one year renewals not to exceed a total of five (5) years.

League Locations

League play for softball takes place at a variety of outdoor facilities located in Sacramento City and County limits. These facilities can range from City owned properties, such as parks and community centers to school district properties where a use permit has been issued to the City of Sacramento. A list of potential league play locations is attached as Attachment 2 to Exhibit A. League locations for each sport may be added or deleted as necessary.

Mandatory Pre-Award Conference

The apparent lowest responsible bidder for each sport shall be required to attend a pre-award conference at a mutually acceptable time. At this conference, a listing names and contact numbers for all umpires, officials, scorekeepers, gym and field officials will be provided to the City of Sacramento. The City of Sacramento will accept or reject individuals for each sport and determine if the contractor has the capacity to meet the needs of the City with the quality and quantity listed in the specifications. All subsequent sport officials' information will be submitted to the City of Sacramento a minimum of seven (7) days prior to assigning individual to a City of Sacramento league.

Specifications

The contractor shall provide sufficient personnel to perform all work in accordance with the specifications set forth herein. All of the contractor's staff shall be supervised by a qualified supervisor in the employ of the contractor. The City of Sacramento will be provided with monthly updated staff listings which shall include staff names and telephone numbers.

The contractor shall only furnish sport umpires who are competent and skilled for work under this contract. The City of Sacramento will provide a list of preferred officials for each league and priority will be given to the specified individual during the scheduling of sport officials to provide the required services for the City. Contractor shall have a minimum of one year experience in a professional capacity providing umpires, referees, scorekeepers, or gym and field officials to a public agency. Contractor shall provide a well trained staff person with the knowledge and rules of the sport they are providing a service for. Contractor shall provide staff that meet or exceed the minimum requirements listed in the specifications. The City of Sacramento, Department of Parks and Recreation or designee, has the right to remove any individual who is incompetent, disorderly, threatens staff, spectators or participants, uses

abusive language or does not perform to the standards and specifications of this contract, shall be removed from all work under this contract.

Contractor shall provide all uniforms, equipment and supplies needed to perform the scope of work for softball. All equipment and supplies must be in proper working order to ensure the safety of the employee, participants and spectators.

Contractor shall supply all umpires with uniforms. Umpires shall wear the proper uniform for the corresponding sport, including shoes and required gear. Uniform shirts must be buttoned at all times. All uniforms must be free of any advertising, logos, and messages, clean and free of disrepair. Pants must be worn at the waist. Officials shall report to work in uniform and shall meet general and acceptable personal hygiene standards. Smoking is not allowed in any park.

Umpires must check in with on site City of Sacramento staff where applicable. All reportable incidents are to be brought to the attention of City staff. Each umpire is required to complete a City of Sacramento incident report within 24 hours of the day of the incident.

Contractor shall provide the City of Sacramento, Department of Parks and Recreation with access to an internet officials scheduling program (such as Arbiter), should the contractor be utilizing such a system. If the contractor does not utilize an internet based scheduling system, the contractor must provide daily schedules of all officials to each program supervisor, no later than 12 Noon. All holiday and weekend schedules must be provided on the prior business day.

Over the course of this contract and any extensions, additional sports may be added to expand sport opportunities within the City of Sacramento. Should the need arise to expand umpire, referees, scorekeepers, gym or field officials for those sports not on this pricing schedule, an amendment may be negotiated and added to this contract.

Each sport umpire will be paid on a **per game** rate. Each preparation service shall be paid on a per field basis.

Softball Specifications-2 Umpire Games 2 Umpires

Umpires Minimum Qualifications: All umpires must hold a current and valid Amateur Softball Association (ASA) certificate.

Average game duration: One Hour.

Softball Specifications One Umpire Games 1 Umpire

Umpire Minimum Qualifications: Umpire must hold a current and valid Amateur Softball Association (ASA) certificate.

Average game duration: One Hour.

INVOICING

Monthly invoicing shall include the game date and time, detailed by level of service (Umpire, referee, scorekeeper, gym or field official). Invoicing shall include the quantity for each level of service per game/date and time, per game rate and an extension total. Administrative fees if any, shall be listed separately and near the end of the bill, just prior to the total amount due. All invoices will be sent by mail **and** by electronic mail to:

City of Sacramento, Adult Sports
Steve Johnson
4623 T Street
Sacramento, CA 95819

E-Mail to : sjohnson@cityofsacramento.org with a carbon copy to:
gnarramore@cityofsacramento.org

Attachment 2 to Exhibit A

Potential League Play Locations

Locations may be added or deleted at any time.

- | | |
|---|--|
| Argonaut School Park | Army Depot |
| Autumn Meadow Park | Babcock School Park |
| Barandas Park | Camellia Park |
| Carl Johnston Park | Castori School Park |
| Colonial Park | Consumnes River College |
| Curtis Park | Del Paso Heights Park |
| Del Paso Heights School Park | Dos Rios School Park |
| Earl Warren Park | East Portal Park |
| Garden Valley School Park | Gardenland Park |
| George Sim Event Center | George Sim Park |
| Glenbrook Park | Glenn Hall Park |
| Glenwood School Park | Grant Park |
| Hagginwood Park | Harry Renfree Field |
| Heron Park | Hummingbird Park |
| Jacinto Creek Park | James Mangan Park |
| James McClatchy Park | John Cabrillo Park |
| Kokomo Park | Lawrence Park |
| Lewis Park | Linden Park |
| Main Avenue School Park | Mama Marks Park |
| Manual Silva Park | Max Baer Park |
| McKinley Park | Miller Park |
| Muir Park | Natomas Unified School District facilities |
| Ninos Park | North Avenue School Park |
| North Laguna Creek Park | Northborough Park |
| Northgate Park | O'Neil Field |
| Orchard Park | Pannell Meadowview CC Park |
| Peregrine Park | Peter Burnette School Park |
| Quail Park | Redwood Park |
| Regency Park | Reichmuth Park |
| River Park | Robertson Park |
| Robla Community Park | Robla School Park |
| Roosevelt Park | Sacramento Softball Complex |
| Sacramento Unified School District facilities | |
| Shasta Park | Shorebird Park |
| Sierra Two Park | Sojourner Truth Park |
| South Natomas Community Park | Stanford Park |
| Strauch School Park | Tahoe Park |
| Tahoe Tallac Park | Tanzanite Park |
| Twin Rivers School District facilities | Twin Rivers Park |
| Two Rivers Park | Valley Hi Park |
| Westlake Community Park | William Land Regional Park |
| Wittier Ranch Park | Woodbine Park |
| Woodlake Park | |

EXHIBIT B

NONPROFESSIONAL SERVICES AGREEMENT

FEE SCHEDULE/MANNER OF PAYMENT

1. **CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of \$511,326.
2. **Billable Rates.** CONTRACTOR shall be paid for the performance of Services on an per game rate for umpires and per field rate for preparation services, plus administration fees, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein. The billable rates shall be limited to the Softball Umpire and preparation services category of Bid No. B111531004.
3. **CONTRACTOR's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.
4. **Payments to CONTRACTOR.**
 - A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, said payments to be made in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.
 - B. All invoices submitted by CONTRACTOR shall contain the following information:
 - (1) Job Name
 - (2) Description of services billed under this invoice, and overall status of project
 - (3) Date of Invoice Issuance
 - (4) Sequential Invoice Number
 - (5) CITY's Purchase Order Number
 - (6) Total Contract Amount
 - (7) Amount of this Invoice (Itemize all Reimbursable Expenses)
 - (8) Total Billed to Date
 - (9) Total Remaining on Contract
 - (10) Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.
 - C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described below.

D. Requests for payment shall be sent to:

*City of Sacramento-Adult Sports
Steve Johnson
4623 T Street
Sacramento, CA 95819*

*And by electronic mail to: sjohnson@cityofsacramento.org cc: gnarramore@cityofsacramento.org
916-808-6433 Fax: 916-454-3956*

5. **Additional Services.** Additional Services are those services related to the scope of services of CONTRACTOR set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing such Additional Services is approved by CITY in accordance with CITY's Supplemental Agreement procedures. CITY reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform said Additional Services.
6. **Accounting Records of CONTRACTOR.** During performance of this Agreement and for a period of three (3) years after completing all Services and Additional Services hereunder, CONTRACTOR shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of CONTRACTOR's costs for all Services and Additional Services performed under this Agreement and records of CONTRACTOR's Reimbursable Expenses, in accordance with generally accepted accounting practices, and shall keep and make such records available for inspection and audit by representatives of the CITY upon reasonable written notice.
7. **Taxes.** CONTRACTOR shall pay, when and as due, any and all taxes incurred as a result of CONTRACTOR's compensation hereunder, including estimated taxes, and shall provide CITY with proof of such payment upon request. CONTRACTOR hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONTRACTOR's breach of this Section 7.

Attachment 1 to Exhibit B

Requisition Information		Vendor #1	
Date:	11/24/2010	GSSA	
Org. Name:	Parks & Recreation	Quote Number 1	
Req. No.:	B111531004		
Org. No.:	190001531	Phone: 916-622-9060	
Contact:	Bernadette Cheek		
Phone:	916-808-6097	Contact Person	
Softball-1 umpire		Jeff Dubchansky	
QTY	Item Description	UNIT PRICE per game	TOTAL PRICE
2,600	Softball- first year	23.00	\$ 59,800.00
3,000	Softball - year 2	23.46	70,380.00
3,200	Softball - year 3	23.93	76,576.00
3,400	Softball - year 4	24.40	82,960.00
3,600	Softball - year 5	24.90	89,640.00
	Administrative Fee -first year	8%	4,784.00
	Administrative Fee - year 2	8%	5,630.40
	Administrative Fee -year 3	8%	6,126.08
	Administrative Fee - year 4	8%	6,636.80
	Administrative Fee - year 5	8%	7171.20
Line 1	Bid Total	\$ 409,704.48	
Notes/Comments			
Award GSSA softball -1 umpire			

Requisition Information		Vendor #1	
Date:	11/24/2010	GSSA	
Org. Name:	Parks & Recreation	Quote Number 1	
Req. No.:	B111531004		
Org. No.:	190001531	Phone: 916-622-9060	
Contact:	Bernadette Cheek		
Phone:	916-808-6097	Contact Person	
Softball-2 Umpires		Jeff Dubchansky	
QTY	Item Description	UNIT PRICE per game	TOTAL PRICE
350	Softball umpire- first year	40.00	\$ 14,000.00
400	Softball Umpire- year 2	40.80	16,320.00
450	Softball Umpire- year 3	41.62	18,729.00
500	Softball Umpire- year 4	42.45	21,225.00
550	Softball Umpire- year 5	43.30	23,815.00
	Administrative Fee -first year	8%	1,120.00
	Administrative Fee - year 2	8%	1,305.60
	Administrative Fee -year 3	8%	1,498.32
	Administrative Fee - year 4	8%	1,698.00
	Administrative Fee - year 5	8%	1,905.20
Line 1	Bid Total		\$ 101,616.12
Notes/Comments			
Award GSSA- Softball-2 Umpires			

EXHIBIT C

NONPROFESSIONAL SERVICES AGREEMENT

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall [*check one*]

Not furnish any facilities or equipment for this Agreement; or

X furnish the following facilities or equipment for the Agreement; See Attachment 2 to Exhibit A.

EXHIBIT D
NONPROFESSIONAL SERVICES AGREEMENT

GENERAL PROVISIONS

1. Independent Contractor.

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)
- B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.
- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and subcontractors.
- D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform services for, or be employed by such additional persons or companies as CONTRACTOR sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

3. **Time.** CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.

4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.

5. **Conflicts of Interest.** CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.

6. **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

7. **CONTRACTOR Information.**
 - A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this

Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostating, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.

- B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.
- C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR's proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual "trade secret" designation of such information.
- D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

- 8. **Standard of Performance.** CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines

that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.

9. Term; Suspension; Termination.

- A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.
- B. CITY shall have the right at any time to temporarily suspend CONTRACTOR's performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If CITY gives such notice of suspension, CONTRACTOR shall immediately suspend its activities under this Agreement, as specified in such notice.
- C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:
 - (1) CONTRACTOR shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.
 - (2) CITY shall pay CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the Services required by this Agreement. In this regard, CONTRACTOR shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services rendered by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

10. Indemnity.

- A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by CONTRACTOR, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or independent contractors who are directly responsible to CITY, except when

NA Workers' Compensation waiver of subrogation in favor of the City is required for all work performed by the CONTRACTOR.

No Workers' Compensation insurance shall be required if CONTRACTOR completes the following certification:

"I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance." GP (CONTRACTOR initials)

B. Additional Insured Coverage

- (1) Commercial General Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insured's as respects general liability arising out of activities performed by or on behalf of CONTRACTOR, products and completed operations of CONTRACTOR, and premises owned, leased or used by CONTRACTOR. The general liability additional insured endorsement must be signed by an authorized representative of the insurance carrier for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

BC Additional insured endorsement must be signed by an authorized representative of the insurance carrier.

If the policy includes a blanket additional insured endorsement or contractual additional insured coverage, the above signature requirement may be fulfilled by submitting that document with a signed declaration page referencing the blanket endorsement or policy form.

- (2) Automobile Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insured's as respects auto liability.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- (1) CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officials, employees and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- (2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees or volunteers.
- (3) Coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:V. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 11 must be declared to and approved by the CITY Risk Management Division in writing prior to execution of this Agreement.

E. Verification of Coverage

- (1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.
- (2) The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to CONTRACTOR and/or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

F. Subcontractors

CONTRACTOR shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

12. Equal Employment Opportunity. During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".
- B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
- D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance

with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:
 - (1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;
 - (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

- F. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.

- 13. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.

- 14. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

- 15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

- 16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

- 17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities who will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.

- 18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators,

successors and assigns of the parties, subject to the provisions of Section 17, above.

EXHIBIT E

LIVING WAGE REQUIREMENTS
(Nonprofessional Service Agreement)**The Living Wage Ordinance**

The City of Sacramento's Living Wage Ordinance (the "LWO") is codified as Chapter 3.58 of the Sacramento City Code. The LWO requires certain firms that enter into agreements or contracts (all subsequent references to a "contract" or "contracts" will refer to both contracts and agreements) to provide certain services to or for the CITY, to pay a specified minimum level of compensation to their employees for time spent performing any work on the CITY contract. The LWO also applies to certain subcontractors.

The LWO applies to contracts entered into, amended, or renewed or extended at the CITY's discretion, on or after March 1, 2004 (the "LWO Effective Date").

Contracts and Contractors Covered by the LWO

Determining whether the LWO applies to a specific CITY contract, contractor or subcontractor, depends on whether the contract, contractor and/or subcontractor meet the criteria specified in the LWO for contract type, contract amount, contractor size (# of employees), subcontract amount and subcontractor size (# of employees). These criteria are summarized below.

Contract Type

The LWO applies only to contracts for Nonprofessional Services. Under the LWO, this includes contracts for any services of a nonprofessional character, including but not limited to tree trimming services, repair services for motor vehicles and office equipment, vehicle towing, and security services.

The LWO does not apply to: (1) Incidental services, such as delivery, installation or maintenance, that are provided under contracts for the purchase or lease of equipment, supplies, or other personal property; (2) contracts that are subject to CITY, state, or federal prevailing-wage requirements; (3) contracts for professional services (including but not limited to services rendered by engineers, architects, auditors, banks, consultants, actuaries and attorneys); and (4) contracts with nonprofit corporations that are organized under section 501 of the Internal Revenue Code and have fewer than 100 employees, whether full or part time.

Contract Amount

The LWO applies to contracts entered into or amended after the LWO Effective Date that provide compensation from the CITY of \$100,000 or more. In addition, the LWO applies to a contract entered into or amended after the LWO Effective Date that, by itself, does not reach this amount, if the aggregate value of that contract and of any other Nonprofessional Services contracts covered by the LWO that the CITY has awarded to the same person or firm within the previous 12 months, is \$100,000 or more. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE WHETHER THIS AGGREGATE VALUE IS \$100,000 OR MORE, AND TO NOTIFY THE CITY IN WRITING WHENEVER THIS IS THE CASE.

Contractor Size

The LWO only applies to a contractor that has at least 25 employees, working either full or part time. The number of employees that a contractor has is determined by adding the contractor's employees and the employees of any other person or entity deemed to be a "Related Person" under the LWO.^a

Subcontract Amount

The LWO applies to a subcontractor providing services under a covered contract if the amount of the subcontract is at least 25 % of the contract amount, without regard to the number of employees the subcontractor has.

Subcontractor Size

The LWO also applies to a subcontractor providing services under a covered contract if the subcontractor has at least 25 employees, working either full or part time, whether or not the amount of the subcontract is at least 25 % of the contract amount.

Payment of Living Wage to Covered Employees

If a contractor or subcontractor meets the criteria specified in the LWO for contract type, contract amount, contractor size, subcontract amount and/or subcontractor size, the contractor or subcontractor is deemed to be a "Covered Employer" under the LWO. The LWO requires a Covered Employer to provide specified minimum compensation to its employees who perform work directly related to the CITY contract (these employees are called "Covered Employees" under the LWO), for all hours the Covered Employees perform under the CITY contract.^b

The minimum compensation required is as follows:

- (1) If health benefits are provided to Covered Employees and the Covered Employer's contribution for the benefits is at least \$1.50 for each hour, then the rates are as follows:

^a The LWO provides that a person or entity is a Related Person when any of the following circumstances exists:

- (1) The person or entity and the contractor are both corporations, and (i) share a majority of members of their governing boards, or (ii) have two or more officers in common, or (iii) are controlled by the same majority shareholder or shareholders (control means more than 50% of the corporation's voting power), or (iv) are in a parent-subsidiary relationship (such a relationship exists when one corporation directly or indirectly owns shares possessing more than 50% of another corporation's voting power); or
- (2) The person or entity otherwise controls and directs, or is controlled and directed by, the contractor, as determined by the City Manager.

^b A Covered Employee includes full-time, part-time, contingent, contract and temporary employees, but does not include: (1) individuals who participate in job-training-and-education programs that have, as their express purpose, the provision of basic job skills and education to participants, with the goal of earning a high-school-equivalency diploma and permanent employment; (2) student interns; (3) individuals participating in specialized-training programs; and (4) an employee whose term and conditions of employment are governed by a bona fide collective-bargaining agreement containing an express waiver of the LWO.

- (a) During 2007, the greater of \$10.00 an hour or \$9.00 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1, 2004, through December 31, 2006.
 - (b) For each year after 2007, the rate shall be based on the rate from the immediately preceding year adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1 through December 31 of the immediately preceding year.
- (2) If health benefits are not provided to Covered Employees or if health benefits are provided but the Covered Employer's contribution for the benefits is less than \$1.50 for each hour, then the rates are as follows:
- (a) During 2007, the greater of \$11.50 an hour or \$10.50 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1, 2004, through December 31, 2006.
 - (b) For each year after 2007, the rate shall be based on the rate from the immediately preceding year adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1 through December 31 of the immediately preceding year.

Notification to Covered Employees

The LWO requires a Covered Employer to give each existing employee and (at the time of hire) each new employee a copy of the following written notification:

This company may enter into a contract to perform services for the City of Sacramento. If you work on such a contract, then you are entitled to be paid a living wage for each hour so worked. For more information, see Chapter 3.58 of the Sacramento City Code, which can be viewed at www.cityofsacramento.org.

The LWO requires the above notification to be provided in each language spoken by 10% or more of the Covered Employer's workforce.

The LWO also requires a Covered Employer to inform all employees of their possible right to the federal Earned Income Credit (EIC), and to make available to those employees any forms required to secure advance EIC payments from the Covered Employer.

Subcontractor Compliance

A contractor is responsible for requiring all of its subcontractors who are covered by these requirements to comply with the provisions of the LWO, by including these requirements in all subcontracts covered by the LWO.

Other Provisions of the LWO

Use of Funds Paid Under CITY Contracts

Under the LWO, Covered Employers may not directly use CITY funds to persuade Covered Employees to support or oppose unionization, and Covered Employers may not directly use CITY funds to schedule or hold meetings related to union representation during the Covered

Employees' working hours. These restrictions do not apply to expenditures made during good-faith collective bargaining or to expenditures required under bona fide collective-bargaining agreements.

No Reduction in Non-Wage Benefits

Under the LWO, Covered Employers may not fund any wage increases required by the LWO, nor shall Covered Employers otherwise respond to the enactment of the LWO, by reducing the health, insurance, pension, vacation, or other non-wage benefits of any of their employees.

No Retaliation

The LWO prohibits a Covered Employer from taking any adverse action against a Covered Employee because the Covered Employee does any of the following: (1) exercises or asserts his or her rights under the LWO; (2) informs or assists other Covered Employees concerning their rights and the Covered Employer's obligations under the LWO; (3) complains about the Covered Employer's failure to comply with the LWO; or (4) seeks to enforce the LWO.

No Reduction in Collective-Bargaining Wage Rates

The LWO does not require or authorize any Covered Employer to reduce wages set by a collective-bargaining agreement or required under any prevailing-wage law.

Violations and Monitoring

The LWO provides that any violation of the LWO by a CITY contractor constitutes a material breach of the contract, and authorizes the CITY to terminate the contract and pursue all available legal and equitable remedies. In order to monitor compliance, the LWO authorizes the CITY to require Covered Employers to verify their compliance with the LWO by submitting certified payroll records to the CITY, and to take such other steps as may be necessary for the CITY to determine whether the requirements of the LWO have been satisfied.

The LWO also includes provisions authorizing an employee or interested person to file a judicial action against a contractor or subcontractor for violation of the LWO.

Declaration of Compliance

To assure compliance with the LWO, any person or entity entering into a contract to provide Nonprofessional Services to or for the CITY, on or after March 1, 2004, is required to provide the CITY with a signed Declaration of Compliance in the form required by the CITY, prior to the CITY's execution of the contract. The Declaration of Compliance shall be signed by a duly authorized representative of the person or entity entering into the contract, and, when accepted by the CITY, shall constitute part of the contract.

Additional Information

- X For a complete description of the LWO's provisions, refer to the LWO codified at Sacramento City Code Chapter 3.58. The Sacramento City Code is available on the internet at www.cityofsacramento.org.
- X For more information on the LWO requirements and the CITY's LWO program, contact Procurement Services, 916-808-6240.

EXHIBIT F**REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE****INTRODUCTION**

The Sacramento Non-Discrimination In Employee Benefits Code (the "Ordinance"), codified as Sacramento City Code Chapter 3.54, prohibits City contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$25,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

The Ordinance does not apply: to subcontractors or subcontracts of any Contractor or contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to permits for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

DEFINITIONS

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

"Contractor" means any person or persons, firm partnership or corporation, company, or combination thereof, that enters into a Contract with the City. "Contractor" does not include a public entity.

"Domestic Partner" means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

"Employee Benefits" means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees. "Employee benefits" shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state.

CONTRACTOR'S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee's name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

(a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form, signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.

(b) The Contractor shall give each existing employee working directing on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as Attachment "A."

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as Attachment "B."

Attachment A



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

On (date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for (contract details), and as a condition of that contract, agreed to abide by the requirements of the City's Non-Discrimination In Employee Benefits Code (Sacramento City Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees.

The Ordinance covers any employee working on the specific contract referenced above, but only for the period of time while those employees are actually working on this specific contract.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,

You May ...

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento
Procurement Services
5730 24th Street, Bldg. 1
Sacramento, CA 95822

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:

- Reinstatement, injunctive relief, compensatory damages and punitive damages
- Reasonable attorney's fees and costs

Attachment B



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

If you feel you have been discriminated against by your employer . . .

You May . . .

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento
 Procurement Services
 5730 24th Street, Bldg. 1
 Sacramento, CA 95822

- Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance . . .

You May Also . . .

Submit a written complaint to the City of Sacramento, Contract Services Unit, at the same address, containing the details of the alleged violation.

ACORD CERTIFICATE OF LIABILITY INSURANCE

ISSUE DATE (MM/DD/YYYY)

01/03/2011

PRODUCER
BOLLINGER, Inc,
 101 JFK PARKWAY
 SHORT HILLS, NJ 07078
 PHONE: 1-800-526-1379 FAX: 973-921-2876

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED **Amateur Softball Association and Members of The Greater Sacramento Softball Association Sacramento ASA**
 6742 Auburn Blvd.
 Citrus Heights, CA 95621

INSURER A: **Markel Insurance Company**
 INSURER B: **Everest National Insurance Company**
 INSURER C:
 INSURER D:
 INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YYYY)	POLICY EXPIRATION DATE(MM/DD/YYYY)	LIMITS	
A	X	GENERAL LIABILITY	3602AH230069	01/01/2011	01/01/2012	EACH OCCURENCE	\$2,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Participants Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> TEAM				FIRE DAMAGE (Any One Fire) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$2,000,000	
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea Accident)	\$
		<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
B	X	EXCESS/UMBRELLA LIABILITY	71G1000013	01/01/2011	01/01/2012	EACH OCCURENCE	\$3,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				AGGREGATE \$3,000,000 \$ \$ \$	
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS	OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				A.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
A		OTHER	4102AH220317	01/01/2011	01/01/2012	Med Max: \$250,000	
		Accident Medical Full Excess				52-week Benefit Period. Deductible may apply	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Coverage applies to liability of the named insured arising out of the administration, play or practice of amateur softball/baseball. Certificate holder is named as an additional insured. This certificate is issued on behalf of: Sacramento ASA

CERTIFICATE HOLDER

CANCELLATION

City of Sacramento
 Sacramento ASA Umpires Program

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25-S(7/97)

© ACORD CORPORATION 1998



CITY OF SACRAMENTO
BUSINESS OPERATIONS TAX CERTIFICATE

155592

155592

Business Name	GREATER SACRAMENTO SOFTBALL	FROM	TO
Business Address	6742 AUBURN BLVD	Mo. Day Yr.	Mo. Day Yr.
Owner	JEFF DUBCHANSKY	01/01/2011	12/31/2011
Type of Business	ADULT/YOUTH SOFTBALL SRV		Expires
Tax Classification	401		

CITY OF SACRAMENTO

TOTAL
PAID: \$64.00

GREATER SACRAMENTO SOFTBALL
6742 AUBURN BLVD
CITRUS HEIGHTS, CA 95621-4212

PAID VOID
IF NOT
VALIDATED

THIS STUB MAY BE
FOLDED/DETACHED
BEFORE POSTING

This certificate is not to be construed as a business license or imply that the City of Sacramento has investigated, or approves or recommends, the holder of this certificate. Any representation to the contrary is fraudulent. (This certificate must be renewed within 30 days of expiration).

POLICY NUMBER: 3602AH230069
1/1/2011 - 1/1/2012

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)

City of Sacramento

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf. In the performance of your ongoing operations; or in connection with your premises owned by or rented to you.



Requires Council Approval: No YES Meeting: 3/8/11

Real Estate Other Party Signature Needed Recording Requested

General Information

Form with fields: Type: Non Professional Services, PO Type, Attachment: Original No., Original Doc Number: 1, \$ Not to Exceed: \$ 373,850, Other Party: Sacramento Metropolitan Officials Association, Certified Copies of Document:, Project Name: Baseball Umpires, Basketball and Volleyball Referees, Deed: None/Included/Separate, Project Number, Bid Transaction #: B111531004, E/SBE-DBE-M/WBE:

Department Information

Department: Parks and Recreation Division: Community Recreation Services
Project Mgr: Greg Narramore Supervisor: Steve Johnson
Contract Services: Bernadette Cheek Date: 1/13/11 Division Mgr: Alan Tomiyama
Phone Number: 916-808-6097 Org Number: 19001531
Comment: Adult Sports-Baseball, Basketball and Volleyball

Review and Signature Routing

Table with columns: Department, Signature or Initial, Date. Rows for Project Mgr, Accounting, Contract Services, Supervisor, Division Manager, Operations Manager, and City Attorney.

Send Interoffice Mail Notify for Pick Up- B. Cheek X 6097

Table for Authorization with columns: Authorization, Signature or Initial, Date. Row for Combs, James Department Director.

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, is not part of the contract. (01-01-09)

For City Clerk Processing box containing fields for Finalized, Imaged, Received, and a large empty stamp area.

Tax ID # if applicable:

nto
Approval: No YES Meeting: 3/8/11

Other Party Signature Needed Recording Requested

General Information

ices PO Type: Attachment: Original No.:
Original Doc Number: 1

ropolitan Officials Association
Certified Copies of Document: Deed: None
 Included Separate

Bid Transaction #: B111531004 E/SBE-DBE-M/WBE:

Department Information

recreation Division: Community Recreation Services
ore Supervisor: Steve Johnson
ette Cheek Date: 1/13/11 Division Mgr: Alan Tomiyama
-6097 Org Number: 19001531
Baseball, Basketball and Volleyball

Signature Routing

Signature or Initial	Date
Mgr: GN by BC	1-13-11
ring: B. Cheek	1-13-11
ices: SQ by BC	1-13-11
visor: ASJ	2-2-11
nager: [Signature]	2-2-11
anager: [Signature]	2-2-11
ttorney: MTS	1-27-11
e Mail <input checked="" type="checkbox"/> Notify for Pick Up- B. Cheek X 6097	
Signature or Initial	Date
mb, James	2-3-11
ent Director: [Signature]	
s <input checked="" type="checkbox"/> No <input type="checkbox"/>	

For City Clerk Processing

Finalized:
Initial:

Date:

Imaged:
Initial:

Date:

Received:
(City Clerk Stamp Here)

Unexecuted Contract/Agreements

- The Unexecuted Contract/Agreement is signed by the other party, is attached as an exhibit to the resolution, and is approved as to form by the City Attorney.
- The Unexecuted Contract/Agreement (Public Project) is NOT signed by the other party, is attached as an exhibit to the resolution, and is approved as to form by the City Attorney.
- The Unexecuted Contract is NOT included as an exhibit to the Resolution because the Agreement(s) is with other another governmental agency and it is not feasible to obtain the other agency's signature prior to Council action (be they denominated Agreements, MOUs, MOAs, etc.); however, the City Attorney approves the forwarding of the report to Council even though the signed agreement is not in hand yet.
- The Unexecuted Contract is NOT included as an exhibit to the resolution because, due to special circumstances, and the City Attorney confirms in writing that it is okay to proceed with Council action even though the signed agreement is not in hand yet.

All unexecuted contracts/agreements which are signed by the other parties are in the Office of the City Clerk before agenda publication.

nto

Tax ID # if applicable:

Approval: No YES Meeting: 3/8/11

Other Party Signature Needed Recording Requested

General Information

ices PO Type: Attachment: Original No.:
Original Doc Number: 1

ropolitan Officials Association

Certified Copies of Document::

ires, Basketball and Volleyball

Deed: None
 Included Separate

Bid Transaction #: B111531004 E/SBE-DBE-M/WBE:

Department Information

recreation Division: Community Recreation Services

ore Supervisor: Steve Johnson

ette Cheek Date: 1/13/11 Division Mgr: Alan Tomiyama

-6097 Org Number: 19001531

Baseball, Basketball and Volleyball

Signature and Routing

Signature or Initial	Date
Mgr: GN by BC	1-13-11
ating: B. Cheek	1-13-11
ices: SA by BC	1-13-11
visor: ASJ	02-01-11
nager: [Signature]	2-2-11
nager: [Signature]	
ttorney: MTS	1-27-11
e Mail <input checked="" type="checkbox"/> Notify for Pick Up- B. Cheek X 6097	
Signature or Initial	Date
mb, James	2-3-11
ent Director:	
s <input checked="" type="checkbox"/> No <input type="checkbox"/>	

For City Clerk Processing

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Initial: _____
Date: _____

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Date: _____

Received:
(City Clerk Stamp Here)

Sacramento Metropolitan Officials Assoc



CITY OF SACRAMENTO

Department of Parks and Recreation

Bid Number: B111531004

THIS BIDDING DOCUMENT

Properly Signed Improperly Signed

Not Included Not Required

Type of Deposit

Bid Bond Cashier/Certified Check

Other Initial: VE

**INVITATION FOR BID
And**

Contract Specifications Nonprofessional Services

FOR: Umpire's, Referee's, Scorekeepers, Gym/Field Officials

Bids Must Be Received Prior To 2:00 P.M. on November 24, 2010

Bids Must Be Submitted To: City Clerk's Office
P.O. Box 122391
Sacramento, CA 95812-2391

Pre-Bid Conference: _____

Mandatory: [] Yes
[x] No

NAME AND ADDRESS OF BIDDER SUBMITTING THIS BID:
(Bidder to complete the following information)

Name of Bidder: Sacramento Metropolitan Officials Association (SMOA)

Address: PO Box 19210

City, State, Zip Code: Sacramento, California 95819

Phone Number: 916 835 3825

Email Address: bruce@csus.edu

Tax ID # if applicable:

Approval: No YES Meeting: 3/8/11

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Metropolitan Officials Association
Certified Copies of Document: Deed: None

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Baseball, Basketball and Volleyball

Review and Signature Routing

Signature or Initial	Date
Mgr: <i>GN by BC</i>	1-13-11
Routing: <i>BCheck</i>	1-13-11
Witness: <i>SG by BC</i>	1-13-11
Manager: <i>ASJ</i>	02-01-11
Manager: <i>[Signature]</i>	2-2-11

Attorney: *MIS* 1-27-11
e Mail Notify for Pick Up- B. Cheek X 6097
Signature or Initial Date

James, James
Assistant Director: *[Signature]* 2-3-11
s No

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CITY OF SACRAMENTO

Bid No. B111531004

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(Formal - Services)**

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"NO BID" RESPONSE FORM

NOTE: COMPLETE AND RETURN THIS FORM

ONLY IF YOU DO NOT WANT TO SUBMIT A BID

If you do not want to submit a bid for this requirement, we are interested in knowing why. Please remove this form, complete the requested information, and **FAX your response to Department of Parks and Recreation, B. Cheek at (916) 916-808-6180**. If you have questions, please call the Procurement Office at (916) 808-6240. Thank you for your cooperation.

"NO BID" QUESTIONNAIRE

(Please complete all items that apply)

- We do not sell the products/services called for in this invitation for bid, but **we want to stay on the City's Bid List**. Please send necessary information so that the products/services we do provide can be updated on the City's Bid List.
- We are not interested in doing business with the City of Sacramento, because _____
- Other reasons/comments: _____
- Please send application forms for certification as an emerging and/or small business enterprise (E/SBE): **(Note: Application forms and information about becoming certified as an emerging and/or small business can be obtained via the Internet at: <http://www.cityofsacramento.org/esbd>).**

Date: _____

Phone: _____

Contact: _____

(Business Name)

(Street Address/P.O. Box)

(City, State, Zip)

(E-mail address)

nto

Tax ID # if applicable:

Approval: No YES Meeting: 3/8/11

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General Information

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Certified Copies of Document::

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-6097 Org Number: 19001531
Baseball, Basketball and Volleyball

Signature and Routing

Signature or Initial	Date
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Signature or Initial	Date
mb, James	2-3-11
ent Director: [Signature]	
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ent Director: [Signature]	

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SECTION I REQUIREMENTS

SECTION I - REQUIREMENTS

A. BID INSTRUCTIONS AND REQUIREMENTS

No Bid Is In Legal Form Unless the Following Instructions Are Fully Complied With:

1. **Additional Copies.** VENDORS ARE REQUIRED TO SUBMIT AN ORIGINAL BID AND 0 ADDITIONAL COPY OF THIS BID, INCLUDING ALL REQUIRED ATTACHMENTS SUCH AS BROCHURES AND CATALOGS, TO THE CITY CLERK ON THE DATE AND AT THE TIME AND LOCATION SPECIFIED ON THE COVER SHEET. **FAILURE TO DO SO MAY CAUSE YOUR BID TO BE REJECTED.**
2. **Bid Forms.** Bid must be submitted on these printed forms and sealed in an appropriate envelope or package.
 - a) To obtain an electronic version of this bid go to Procurement's website at www.cityofsacramento.org/generalservices/procurement/bids.
 - b) Bidders are invited to be present at the opening of bids. Bids will be opened, in public, in the City Clerk's Hearing Room, 915 "I" Street, Second Floor, Sacramento, CA, at or after 2:00 P.M. on, November 24, 2010. After opening, Bids may be inspected in the City Clerk's Office.

(Note: Bids must be submitted prior to 2:00 P.M. on the above date)

- c) All bids shall be clearly and distinctly written without erasure or modification, and properly signed by an authorized party, who shall indicate the capacity in which the signature is executed.
3. **Alternate Bids.** Alternate bids are invalid unless invited and covered by the specifications. **Please note, all submissions are subject to rejection when unsolicited alternate bids are submitted.**
 4. **Bid Security.** Bid Security is: [] Required [X] Not Required

If required, bid security approved by the City must accompany the bid, in the amount of 0 % of the total amount of the bid. Bid security can be in the form of a cashier's check, certified check, or a bid bond from a surety company authorized to do business in the State of California. Bid securities will be returned to all except the three lowest Bidders within ten days after the opening of bids. The bid security of the two unsuccessful Contractors will be returned after the successful Contractor has executed the contract. Bid security of the successful Contractor will be returned when the contract is signed and all other contract award requirements have been met.

5. **Interest in More Than One Bid.** No bidder shall be interested in more than one bid (submit more than one bid for this solicitation) as provided by City Code Section 3.56.130(D).
6. **Rejection of Bids.** The right to reject any and all bids is reserved by the City, in its absolute discretion.
7. **Right to Waive.** The City reserves the right to waive any informalities or minor irregularities, as determined in its sole discretion, in connection with bids received.

- 7A. **City's Options.** City reserves the following options:
 1. The right to award in whole or in part.
 2. The right to reject all partial bids.
 3. The right to reject any or all bids or make no award.
 4. The right to issue subsequent Invitation For Bids (IFB).
 5. The right to approve or disapprove the use of particular subcontractors and/or suppliers.
 6. The right to waive any informality or irregularity in the bidding process and any bids.
 7. The right to accept a bidder's signed offer and issue a purchase order directly to the bidder based on the IFB.

8. **City Code.** All provisions of Chapter 3.56 of the City Code are applicable to any bid submitted or contract awarded.

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 Approval: No YES Meeting: 3/8/11
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 Tax ID # if applicable:

General Information

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ropolitan Officials Association
 Certified Copies of Document: Deed: None
 Included Separate

ires, Basketball and Volleyball
 Bid Transaction #: B111531004 E/SBE-DBE-M/WBE:

Department Information

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 Date: 1/13/11 Division Mgr: Alan Tomiyama
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 Core
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 -6097
 Baseball, Basketball and Volleyball

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Must Accompany ALL Contracts; (01-01-09)

9. **Equipment.** If equipment is bid, it shall be the newest and latest model in current production. Used, re-manufactured, shopworn, demonstrator, prototype or discontinued models are not acceptable unless otherwise stipulated by the City.

10. **Faithful Performance Bond.** A faithful performance bond is: [X] Not Required [] Required

If required, the successful bidder must submit a performance bond in a form approved by the City Attorney, in the amount of \$0.00.

11. **Payment Discounts.** Payment discounts offered for payment in less than twenty (20) days will not be considered as a basis of award. Payment discounts offered for payment in twenty (20) or more days will be subtracted from the total bid price for the purposes of bid evaluation. Any payment discount offered by the successful bidder will be accepted by the City of Sacramento, whether or not it was considered as a basis of award. For purposes of award, The City assumes that all invoices are paid within the discount terms (all discounts are taken).

12. **Mandatory Pre-Bid Conference.** If a mandatory Pre-Bid Conference is indicated on the Invitation for Bid, all bidders are required to attend the conference. **Failure to attend this conference will result in rejection of your bid.** If a mandatory Pre-Bid Conference is indicated on the Invitation for Bid, bid packages will be made available only through the time and date of the conference. Subsequent addenda, if applicable, will be furnished only to those bidders who attended the Mandatory Pre-Bid Conference.

13. **Bid Inquiries.** Questions regarding this bid should be referred to:

Contractual Questions
 Department of Parks and Recreation:
 Attention: Bernadette Cheek
 Email: bcheek@cityofsacramento.org
 (916) 808-6097

Technical Questions
 Department of Parks and Recreation:
 Attention: Greg Narramore
 Email: gnarramore@cityofsacramento.org
 Phone: (916) 808-6095

These inquiries must be submitted at least 10 days prior to the bid opening date. Any interpretations by the City will be made in the form of a written amendment. The receipt of such an amendment must be acknowledged in accordance with the directions on the amendment. Oral explanations or instructions given before the award of the contract will not be binding.

14. **Bid Evaluation.** In determining the amount bid by each bidder, the City shall disregard mathematical errors in addition, subtraction, multiplication and division that appear obvious on the face of the Bid. When such a mathematical error appears on the face of the Bid, the City shall have the right to correct such error and to compute the total amount bid by the bidder on the basis of the corrected figure or figures.

When an item price is required to be set forth in the Bid, and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the City's estimate of the quantity to be provided or performed for said item, the item price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the City, such a procedure would be inconsistent with the intent of the bid process. The total paid for each such item of work shall be based upon the item price and not the total price.

Should the Bid contain only a total price for the item and the item price is omitted, the City shall determine the item price by dividing the total price for the item by City's estimate of the estimated quantities to be provided or performed.

If the Bid contains neither the item price nor the total price for the item, then it shall be deemed incomplete and the Bid shall be disregarded.

15. **Determination of Lowest Responsible Bidder.** Sacramento City Code 3.56.020 provides that the lowest responsible bidder shall be determined as follows:

- a. In determining whether a bidder is responsible, consideration shall be given to: (i) the quality and performance of the supplies to be provided by the bidder; (ii) the ability, capacity and skill of the bidder to perform the contract or effectuate the transaction; (iii) the ability of the bidder to perform the contract or effectuate the transaction within the time specified, without delay; (iv) the character, integrity, reputation, judgment,

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 Approval: No YES Meeting: 3/8/11
 Other Party Signature Needed Recording Requested

General Information
 PO Type: Attachment: Original No.:
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 Metropolitan Officials Association
 Certified Copies of Document:
 Bases, Basketball and Volleyball
 Deed: None
 Included Separate
 Bid Transaction #: B111531004
 E/SBE-DBE-M/WBE:

Department Information
 Recreation
 Division: Community Recreation Services
 Supervisor: Steve Johnson
 Date: 1/13/11
 Division Mgr: Alan Tomiyama
 Org Number: 19001531
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Signature and Signature Routing

Signature or Initial	Date
Mgr: GN by BC	1-13-11
Routing: B Cheek	1-13-11
Prices: SQ by BC	1-13-11
Supervisor: ASJ	02-01-11
Manager: [Signature]	2-2-11
Attorney: [Signature]	1-27-11
Director: [Signature]	2-3-11

Notify for Pick Up- B. Cheek X 6097
 Yes No
 Must Accompany ALL Contracts: (01-01-09)

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experience and efficiency of the bidder; (v) the quality of the bidder's performance on previous purchases by, or contracts with, the City; (vi) the ability of the bidder to provide future maintenance, repair parts and services for the supplies provided.

b. Based on the information provided in the bids, the City Council or the City Manager, as the case may be, shall identify those bids that are subject at the time of bid opening to the City's local sales or use tax under the provisions of Part 1.5 of Division 2 of the California Revenue and Taxation Code and Chapter 3.24 of the City Code. The lowest responsible bidder shall be determined after the amount of local sales or use tax that would be received by the City is deducted from such bids. This deduction shall be in addition to the application of any bid price preferences authorized by subsection c, below.

c. The City Council may by resolution, from time to time, adopt programs or procedures for providing bid price preferences, including but not limited to, preferences to promote the participation and utilization of small business enterprises, energy conservation and sustainability in the City's contracting for supplies and nonprofessional services. The lowest responsible bidder shall be the responsible bidder whose bid price is the lowest after all bid prices are calculated to include any such preferences. The calculation of such preferences shall be in addition to any deduction of sales or use tax required by subsection b, above.

16. **Pre-Award Conference.** The apparent lowest responsible bidder may be required to attend a pre-award conference at a mutually acceptable time at which requirements of the Contract will be reviewed. At that time, samples of forms, reports etc., will be submitted by the Contractor for final approval.

17. **Award by Item or Group.** The City reserves the right to increase or decrease quantities listed, make separate awards for any item, line-item or category/group of items to the lowest responsible bidders for such items or category/groups of items.

18. **Multiple Awards.** The City reserves the right to make multiple awards in order to provide for alternate sources, to insure continuity of supply if meeting the City's requirements within an acceptable time period exceeds the capacity or capability of the primary contractor(s).

19. **Contract Award.** Within ninety (90) days after the bid opening, a contract will be awarded by the City to the lowest responsible bidder, subject to the right of the City to reject all bids or waive informalities or minor irregularities, as it may deem proper. The time for awarding a contract may be extended in the sole discretion of the City, if required to evaluate bids or for such other purposes as the City may determine, unless the Bidder objects to such extension in writing with his/her bid. The City may accept this bid offer by issuance of a Notice of Award Letter, Contract and/or a Purchase order covering award of said bid to Bidder at any time on or before the 90th day following the day of this official bid is opened by the City. This offer shall be irrevocable for 90 days after bid opening or 90 days after City Council awards the bid, whichever comes last, however this period may be extended by mutual agreement of both parties.

20. **Non Professional Services Agreement.** The bidder(s) recommended for this award will be required to sign the attached Non Professional Services Agreement. Bidders are responsible for reading and understanding the attached Non Professional Services Agreement's requirements, terms and conditions prior to submitting their bids.

21. **Emergency/Declared Disaster Requirements.** In the event of an emergency or if a City facility is declared a disaster area by the county, state or federal government, this contract may be subjected to unusual usage. The consultant/vendor/supplier shall service the City during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the consultant/vendor/supplier shall apply to serving the City's needs regardless of the circumstances. If the consultant/vendor/supplier is unable to supply the goods/services under the terms of the contract because of a disruption in its chain of supply or service, then the consultant/vendor/supplier shall provide proof of such disruption which may include, but not be limited to a copy of a letter from the source of supply or service stating reason for the disruption. Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted.

22. All bids must show the full name of the firm bidding and must be on forms furnished by the City of Sacramento Procurement Division. All responses must be written in ink, printed by typewriter or computer generated. Responses made in pencil will not be considered.

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Must Accompany ALL Contracts;
(01-01-09)

23. **Submission of Bids.** The City is not responsible for misaddressed bid submittals. Please assure that you utilize the address appropriate for the method of delivery. **Bid submissions made via commercial express courier (FedEx, United Parcel Svs.) must be addressed as follows:**

City of Sacramento
 City Clerk's Office
 915 I St., Ste. 122391
 Sacramento, CA. 95814-2604

Bid submissions made via personal delivery shall be delivered to:

City of Sacramento
 City Clerk's Office
 Historic City Hall
 915 I St., Ste. 116
 Sacramento, CA. 95814

24. **Bid Protect. Bid Protest.** Bid protests must be filled and maintained in accordance with the provisions of Sections 3.60.460 through 3.60.560 of the Sacramento City Code. Bid protests that do not comply with Sections 3.60.460 through 3.60.560 of the Sacramento City Code shall be invalid and shall not be considered. A bid protest fee of \$750.00 is required at the time of filing to be considered valid in accordance with City of Sacramento Resolution No. 2003-231 dated April 29, 2003. As used herein, the term "bid protest" includes any bid protest that (1) claims that one or more bidders on this contract should be disqualified or rejected for any reason, or (2) contests a City staff recommendation to award this contract to a particular bidder, or (3) contests a City staff recommendation to disqualify or reject one or more bidders on this contract. Sections 3.60.460 - 3.60.560 of the Sacramento City Code are available at: <http://www.qcode.us/codes/sacramento/>.

SUBJECT TO PARAGRAPH 7 ABOVE, THE CITY CANNOT ACCEPT A BID FAILING TO COMPLY WITH ANY OF THE ABOVE REQUIREMENTS.

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Manager: <i>ASJ</i>	2-2-11
Manager: <i>[Signature]</i>	2-2-11

Attorney: *INTS* 1-27-11
e Mail Notify for Pick Up- B. Cheek X 6097

Signature or Initial Date
James, James
Assistant Director: *[Signature]* 2-3-11
s No

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SECTION II CONTRACT DOCUMENTS

SECTION II - CONTRACT DOCUMENTS

A. SPECIAL PROVISIONS

ENVIRONMENTALLY PREFERABLE PROCUREMENT

The City has adopted a "Sustainable Procurement Policy (SPP) and program. The goal is to encourage the procurement of products and services that help minimize environmental impact resulting from use and disposal of these products. Contractors are encouraged to offer Energy Star, Green Seal, EcoLogo, EPEAT, or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. City also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this IFB. Contractors will offer products that have minimal virgin materials and maximum use of recycled products. Contractor must work with the City to attain these goals.

Notwithstanding the above, the Contractor agrees to supply the City of Sacramento with environmentally preferable and effective products in compliance with the specifications in this solicitation and provide services that help minimize environmental impact resulting from use and disposal of products specified in this bid.

The Contractor further agrees that its products specified in this bid do not contain any items, ingredients or components prohibited under the City's SPP Policy.

The City may terminate this contract or take other appropriate actions if the contractor fails to comply or provide adequate supporting documentation to substantiate compliance with the City's SP Policy and requirements specified in the bid.

The City's SPP Policy is available on line at: [http://www.cityofsacramento.org/generalservices/procurement/documents/Sustainable Purchasing Policy SPP.pdf](http://www.cityofsacramento.org/generalservices/procurement/documents/Sustainable_Purchasing_Policy_SPP.pdf) or by contacting the Procurement Services Division at (916) 808-6240.

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Approval: No YES Meeting: 3/8/11
 Other Party Signature Needed Recording Requested

Tax ID # if applicable:

General Information

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Original Doc Number: 1

Certified Copies of Document: Deed: None Included Separate

Bid Transaction #: B111531004 E/SBE-DBE-M/WBE:

Department Information

Division: Community Recreation Services
Supervisor: Steve Johnson
Date: 1/13/11 Division Mgr: Alan Tomiyama
Org Number: 19001531

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-6097
Baseball, Basketball and Volleyball

Signature and Signature Routing

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Mgr: GN by BC	1-13-11
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Must Accompany ALL Contracts; (01-01-09)

SECTION II - CONTRACT DOCUMENTS

B. TECHNICAL SPECIFICATIONS/OTHER REQUIREMENTS

Overall General Scope:

The objective of this bid/contract(s) is to supply umpires, referees, scorekeepers, gym and field officials to the City of Sacramento, Department of Parks and Recreation for the following four (4) sports: basketball, baseball, softball, and volleyball. The City of Sacramento provides the highest quality sport leagues and officials to the residents of Sacramento.

Term:

Contract term shall be for three (3) years from date of execution with two (2) one year renewals not to exceed a total of five (5) years.

League Locations

League play for basketball, baseball, softball, and volleyball takes place at a variety of outdoor and indoor facilities located in Sacramento City and County limits. These facilities can range from City owned properties, such as parks and community centers to school district properties where a use permit has been issued to the City of Sacramento. A list of potential league play locations is attached as Exhibit A. League locations for each sport may be added or deleted as necessary.

Manadatory Pre-Award Conference

The apparent lowest responsible bidder for each sport shall be required to attend a pre-award conference at a mutually acceptable time. At this conference, a listing names and contact numbers for all umpires, officials, scorekeepers, gym and field officials will be provided to the City of Sacramento. The City of Sacramento will accept or reject individuals for each sport and determine if the contractor has the capacity to meet the needs of the City with the quality and quantity listed in the specifications. All subsequent sport officials information will be submitted to the City of Sacramento a minimum of seven (7) days prior to assigning individual to a City of Sacramento league.

Specifications

The contractor shall provide sufficient personnel to perform all work in accordance with the specifications set forth herein. All of the contractor's staff shall be supervised by a qualified supervisor in the employ of the contractor. The City of Sacramento will be provided with monthly updated staff listings which shall include staff names and telephone numbers.

The contractor shall only furnish sport umpires, referees, scorekeepers, gym and field officials who are competent and skilled for work under this contract. The City of Sacramento will provide a list of preferred officials for each league and priority will be given to the specified individual during the scheduling of sport officials to provide the required services for the City. Contractor shall have a minimum of one year experience in a professional capacity providing umpires, referees, scorekeepers, or gym and field officials to a public agency. Contractor shall provide a well trained staff person with the knowledge and rules of the sport they are providing a service for. Contractor shall provide staff that meet or exceed the minimum requirements listed in the specifications. The City of Sacramento, Department of Parks and Recreation or designee, has the right to remove any individual who is incompetent, disorderly, threatens staff, spectators or participants, uses abusive language or does not perform to the standards and specifications of this contract, shall be removed from all work under this contract.

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Tax ID # if applicable:

Approval: No YES Meeting: 3/8/11

Other Party Signature Needed Recording Requested

General Information

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Original Doc Number: 1

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ires, Basketball and Volleyball Deed: None
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Bid Transaction #: B111531004 E/SBE-DBE-M/WBE:

Department Information

recreation Division: Community Recreation Services
ore Supervisor: Steve Johnson
ette Cheek Date: 1/13/11 Division Mgr: Alan Tomiyama
-6097 Org Number: 19001531
Baseball, Basketball and Volleyball

Signature and Signature Routing

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Mgr: GN by BC	1-13-11
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Approval: No YES Meeting: 3/8/11
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Tax ID # if applicable:

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General Information

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Original Doc Number: 1

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Deed: None
 Included Separate

Bid Transaction #: B111531004 E/SBE-DBE-M/WBE: _____

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Supervisor: Steve Johnson
Date: 1/13/11
Division Mgr: Alan Tomiyama
Org Number: 19001531

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Contractor shall provide all uniforms, equipment and supplies needed to perform the scope of work for each sport. All equipment and supplies must be in proper working order to ensure the safety of the employee, participants and spectators.

Contractor shall supply all umpires and referees with uniforms. Umpires and referees shall wear the proper uniform for the corresponding sport, including shoes and required gear. Uniform shirts must be buttoned at all times. All uniforms must be free of any advertising, logos, and messages, clean and free of disrepair. Pants must be worn at the waist. Officials shall report to work in uniform and shall meet general and acceptable personal hygiene standards. Smoking is not allowed in any park.

Umpires, referees, and officials, must check in with on site City of Sacramento staff where applicable. All reportable incidents are to be brought to the attention of City staff. Each umpire, referee, scorekeeper, gym or field official is required to complete a City of Sacramento incident report within 24 hours of the day of the incident.

Contractor shall provide the City of Sacramento, Department of Parks and Recreation with access to an internet officials scheduling program (such as Arbiter), should the contractor be utilizing such a system. If the contractor does not utilize an internet based scheduling system, the contractor must provide daily schedules of all officials to each program supervisor, no later than 12 Noon. All holiday and weekend schedules must be provided on the prior business day.

Over the course of this contract and any extensions, additional sports may be added to expand sport opportunities within the City of Sacramento. Should the need arise to expand umpire, referees, scorekeepers, gym or field officials for those sports not on this pricing schedule, an amendment may be negotiated and added to this contract.

Awards may be made in whole or by individual sport.

Each sport official; umpires, referees, scorekeepers, and gym/field officials will be paid on a per game rate.

Basketball Specifications 2 Referees, 1 Scorekeeper, 1 Gym/Field Official

Referee's Minimum Qualifications: One year of experience refereeing Jr. High Level or higher basketball games. Referee must be fingerprinted and performance evaluated a minimum of once per year.

Scorekeepers Minimum Qualifications: Six months prior experience scorekeeping basketball games. Scorekeeper must be fingerprinted and performance evaluated a minimum of once per year. Scorekeepers are required to attend a City of Sacramento agency orientation.

Gym /Field Officials Minimum Qualifications: Six months prior experience as a gym official for basketball. Gym/Field Officials must be fingerprinted and performance evaluated a minimum of once per year. Gym/Field Officials are required to attend a City of Sacramento agency orientation. The City of Sacramento will pay the equivalent of 1 (one) additional per game rate for these services.

Average game duration: One Hour.

Baseball Specifications 2 Umpires, 1 Gym/Field Official

Umpire's Minimum Qualifications: One year of experience refereeing High School Level baseball. Umpire must be fingerprinted and performance evaluated a minimum of once per year.

Gym /Field Officials Minimum Qualifications: Six months prior experience as a field official for baseball. Gym/Field Officials must be fingerprinted and performance evaluated a minimum of once per year. Field Officials are required to attend a City of Sacramento agency orientation.

Harry Renfree Park Umpire additional duties: Umpires assigned to Harry Renfree are required to open and close the facility, set up and secure the scoreboards. 1 hour prior to game, placing bases on appropriate base pegs on each field. At the conclusion of the games; removing all bases and placing in storage. The City of Sacramento will pay a maximum of 10% of the single game rate for each set up/takedown service (1 per day).

Average game duration: Two and one-half hours.

Softball Specifications-2 Umpire Games 2 Umpires, 1 Scorekeeper

Umpires Minimum Qualifications: All umpires must hold a current and valid Amateur Softball Association (ASA) certificate.

Scorekeepers Minimum Qualifications: Six months prior experience scorekeeping softball games. Scorekeepers must be fingerprinted and performance evaluated a minimum of once per year. Scorekeepers are required attend a City of Sacramento agency orientation.

Average game duration: One Hour.

Softball Specifications One Umpire Games 1 Umpire, 1 Scorekeeper

Umpire Minimum Qualifications: Umpire must hold a current and valid Amateur Softball Association (ASA) certificate.

Scorekeepers Minimum Qualifications: Six months prior experience scorekeeping softball games. Scorekeepers must be fingerprinted and performance evaluated a minimum of once per year. Scorekeepers are required attend a City of Sacramento agency orientation.

Average game duration: One Hour.

Tax ID # if applicable:

Approval: No YES Meeting: 3/8/11

Other Party Signature Needed Recording Requested

General Information

Attachment: Original No.: PO Type: Original Doc Number: 1 Certified Copies of Document: Deed: None Included Separate Bid Transaction #: B111531004 E/SBE-DBE-M/WBE:

Department Information

Division: Community Recreation Services Supervisor: Steve Johnson Date: 1/13/11 Division Mgr: Alan Tomiyama Org Number: 19001531

Review and Signature Routing

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Volleyball Specifications

1 Referee, 1 Gym/Field Official

Referee Minimum Qualifications: One year of experience refereeing Jr. High Level or higher Volleyball games. Referee must be fingerprinted and performance evaluated at least once per year.

Gym/Field Officials Minimum Qualifications: Six months or prior experience as a gym/field official for volleyball. Gym/Field Officials must be fingerprinted and performance evaluated a minimum of once per year.

Average game duration: One Hour.

INVOICING

Monthly invoicing shall include the game date and time, detailed by level of service (Umpire, referee, scorekeeper, gym or field official). Invoicing shall include the quantity for each level of service per game/date and time, per game rate and an extension total. Administrative fees if any, shall be listed separately and near the end of the bill, just prior to the total amount due. All invoices will be sent by mail to:

City of Sacramento, Adult Sports
Steve Johnson
3291 Truxel Road, Suite 26
Sacramento, CA 95833

Tax ID # if applicable:

Approval: No YES Meeting: 3/8/11

Other Party Signature Needed Recording Requested

General Information

PO Type: Attachment: Original No.:
Original Doc Number: 1

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Deed: None

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Exhibit A- Potential League Play Locations

Locations may be added or deleted at any time.

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| Argonaut School Park | Army Depot |
| Autumn Meadow Park | Babcock School Park |
| Barandas Park | Camellia Park |
| Carl Johnston Park | Castori School Park |
| Colonial Park | Consumnes River College |
| Curtis Park | Del Paso Heights Park |
| Del Paso Heights School Park | Dos Rios School Park |
| Earl Warren Park | East Portal Park |
| Garden Valley School Park | Gardenland Park |
| George Sim Event Center | George Sim Park |
| Glenbrook Park | Glenn Hall Park |
| Glenwood School Park | Grant Park |
| Hagginwood Park | Harry Renfree Field |
| Heron Park | Hummingbird Park |
| Jacinto Creek Park | James Mangan Park |
| James McClatchy Park | John Cabrillo Park |
| Kokomo Park | Lawrence Park |
| Lewis Park | Linden Park |
| Main Avenue School Park | Mama Marks Park |
| Manual Silva Park | Max Baer Park |
| McKinley Park | Miller Park |
| Muir Park | Natomas Unified School District facilities |
| Ninos Park | North Avenue School Park |
| North Laguna Creek Park | Northborough Park |
| Northgate Park | O'Neil Field |
| Orchard Park | Pannell Meadowview CC Park |
| Peregrine Park | Peter Burnette School Park |
| Quail Park | Redwood Park |
| Regency Park | Reichmuth Park |
| River Park | Robertson Park |
| Robla Community Park | Robla School Park |
| Roosevelt Park | Sacramento Softball Complex |
| Sacramento Unified School District facilities | |
| Shasta Park | Shorebird Park |
| Sierra Two Park | Sojourner Truth Park |
| South Natomas Community Park | Stanford Park |
| Strauch School Park | Tahoe Park |
| Tahoe Tallac Park | Tanzanite Park |
| Twin Rivers School District facilities | Twin Rivers Park |
| Two Rivers Park | Valley Hi Park |
| Westlake Community Park | William Land Regional Park |
| Wittier Ranch Park | Woodbine Park |
| Woodlake Park | |

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 Approval: No YES Meeting: 3/8/11
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Baseball, Basketball and Volleyball

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SECTION III BIDDER RESPONSE DOCUMENTS

SECTION III - BIDDER RESPONSE DOCUMENTS

A. ITEMS THAT MUST BE SUBMITTED BY SUCCESSFUL BIDDER PRIOR TO START OF CONTRACT

The following documents are required to be completed and submitted by the successful bidder prior to the award of contract of the contract:

1. CERTIFICATE OF INSURANCE

Successful bidders are REQUIRED to submit the necessary Certificate(s) of Insurance as called for in the General Conditions prior to award of the contract.

2. BUSINESS OPERATIONS TAX CERTIFICATE

Chapter 3.08 of the Sacramento City Code requires that anyone conducting business in the City of Sacramento obtain a **Business Operations Tax Certificate** and pay the applicable tax if necessary. Successful bidders will be REQUIRED to show compliance with this requirement prior to award of the contract.

To obtain information about the Business Operations Tax Certificate, contact the City of Sacramento, Revenue Division, 915 I Street, Room 1214, Sacramento, CA 95814, or telephone (916) 808-8500.

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Tax ID # if applicable:

Approval: No YES Meeting: 3/8/11

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SECTION III - BIDDER RESPONSE DOCUMENTS

B. BID GUARANTEE (If Applicable)

C. PERFORMANCE BOND (If Applicable)

D. PAYMENT BOND (If Applicable)

Tax ID # if applicable:

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SECTION III - BIDDER RESPONSE DOCUMENTS

E. DRUG FREE WORKPLACE POLICY AND AFFIDAVIT

BID PROPOSAL MAY BE DECLARED NONRESPONSIVE IF THIS FORM (COMPLETED) IS NOT ATTACHED. Pursuant to City Council Resolution CC90-498 dated 6/26/90 the following is required.

The undersigned contractor certifies that it and all subcontractors performing under this Agreement will provide a drug-free workplace by:

- 1. Publishing a "Drug-Free Workplace" statement... 2. Establishing a Drug-Free Awareness Program... 3. Notify employees that as a condition of employment... 4. Making it a requirement that each employee... 5. Taking one of the following appropriate actions...

* I certify that no person employed by this company, corporation, or business has been convicted of any criminal drug statute violation on any job site or project where this company, corporation or business was performing was within three years of the date of my signature below.

EXCEPTION: Table with columns Date, Violation Type, Place of Occurrence

If additional space is required use back of this form.

* The above statement will also be incorporated as a part of each subcontract agreement for any and all subcontractors selected for performance on this project.

IN THE EVENT THIS COMPANY, CORPORATION, OR BUSINESS IS AWARDED A CONTRACT, AS A RESULT OF THIS BID; THE CONTRACTOR WITH HIS/HER SIGNATURE REPRESENTS TO THE CITY THAT THE INFORMATION DISCLOSED IN THIS DOCUMENT IS COMPLETE AND ACCURATE. IT IS UNDERSTOOD AND AGREED THAT FALSE CERTIFICATION IS SUBJECT TO IMMEDIATE TERMINATION BY THE CITY.

The Representations Made Herein On This Document Are Made Under Penalty Of Perjury.

CONTRACTOR'S NAME: Sacramento Metropolitan Officials Association (SMOA) BY: [Signature] Treasure Date: 22 Nov 2010

Effects of violations: a. Suspension of payments under the Agreement. b. Suspension or termination of the Agreement. c. Suspension or debarment of the contractor from receiving any Agreement from the City of Sacramento for a period not to exceed five years.

Bruce R. Robinson S.M.O.A. Treasurer Page 19

Tax ID # if applicable:

Approval: [] No [X] YES Meeting: 3/8/11

[] Other Party Signature Needed [] Recording Requested

General Information

PO Type: Attachment: Original No.: Original Doc Number: 1

Metropolitan Officials Association Certified Copies of Document: Deed: [] None [] Included [] Separate

Bid Transaction #: B111531004 E/SBE-DBE-M/WBE:

Department Information

Division: Community Recreation Services Supervisor: Steve Johnson Date: 1/13/11 Division Mgr: Alan Tomiyama Org Number: 19001531

Review and Signature Routing

Table with columns Signature or Initial, Date. Rows for Agr, Reviewing, Approving, Authorizing, Registering, Attorney.

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Signature or Initial Date: [Signature] 2-3-11

For City Clerk Processing

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Form: Must Accompany ALL Contracts; (01-01-09)

F. ITEMS REQUIRING BIDDER RESPONSE

NOTE: Bidders must provide responses where indicated to the following items. Failure to provide a response to each of the items in this section may be grounds for rejection of bid.

1. SBE/EBE FIVE PERCENT (5%) BID EVALUATION PREFERENCE

On February 9, 1999, the Sacramento City Council adopted an Emerging and Small Business Development program to provide enhanced opportunities for the participation of small business enterprises (SBEs) and emerging business enterprises (EBEs) in the City's contracting and procurement activities.

A. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION

Is the firm submitting the bid certified by the City of Sacramento as a small business enterprise? Check the appropriate block below:

- YES - Our firm is certified by the City of Sacramento as a small business enterprise.
NO - Our firm submitting is not certified by the City of Sacramento as a small business enterprise.

If the response to the above is YES, provide the City of Sacramento Certification Number

B. EMERGING BUSINESS ENTERPRISE (EBE) CERTIFICATION

Is the firm submitting the bid certified by the City of Sacramento as an emerging business enterprise? Check the appropriate block below:

- YES - Our firm is certified by the City of Sacramento as an emerging business enterprise.
NO - Our firm is not certified by the City of Sacramento as an emerging business enterprise.

If the response to the above is YES, provide the City of Sacramento Certification Number:

2. PAYMENT DISCOUNT

Will you offer a prompt payment discount? Yes [] or No [X] (Net 30 days)

If Yes, the Payment Discount is % for payment within calendar days, which will be computed from the date delivery is made and is accepted by the City, or the date a proper invoice is received, whichever is later.

PAYMENT DISCOUNTS SHALL BE CONSIDERED IN AWARDING THE CONTRACT AS SET FORTH IN THE "BID INSTRUCTIONS AND REQUIREMENTS", PARAGRAPH 11 (ENTITLED "PAYMENT DISCOUNTS").

3. ELECTRONIC FUNDS TRANSFER (EFT) (informational only):

Do you have the ability to accept electronic payments (EFT)? Yes [] or No [X]

If Yes, what percentage discount would you offer the City to be paid through EFT? %

Page 20
Bruce R. Robbins
S.M.O.A. Treasurer

Tax ID # if applicable:

Approval: [] No [X] YES Meeting: 3/8/11

[] Other Party Signature Needed [] Recording Requested

General Information

Attachment: Original No.:
Original Doc Number: 1
Certified Copies of Document:
Deed: [] None [] Included [] Separate
Bid Transaction #: B111531004 E/SBE-DBE-M/WBE:

Department Information

Division: Community Recreation Services
Supervisor: Steve Johnson
Date: 1/13/11 Division Mgr: Alan Tomiyama
Org Number: 19001531

Review and Signature Routing

Table with columns: Signature or Initial, Date. Rows for Agr, Ding, ces, isor, ager, ager.

Mail [X] Notify for Pick Up- B. Cheek X 6097

Signature or Initial Date
Signature: [Signature] Date: 2-3-11

For City Clerk Processing

Finalized: Initial: Date:
Imaged: Initial: Date:
Received: (City Clerk Stamp Here)

Form: Must Accompany ALL Contracts; (01-01-09)

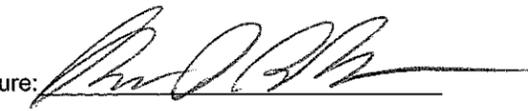
4. CITY OF SACRAMENTO BOYCOTT OF ARIZONA-HEADQUARTERED BUSINESSES

On June 15, 2010, the Sacramento City Council adopted Resolution No. 2010-346 opposing two Arizona laws (SB 1070 and HB 2162) that will allow Arizona police to arrest individuals suspected of being unlawfully present in the United States and to charge immigrants with state crime for not carrying immigration documents. Sacramento City Council Resolution No. 2010-346 also called for a boycott of the State of Arizona and businesses headquartered in Arizona until Arizona repeals or a court nullifies SB 1070 and HB 1262. Resolution No. 2010-346 provides, in pertinent part, that "where practicable and where there is no significant additional cost to the City, the City of Sacramento shall not enter into any new, amended, extended or supplemental contracts to purchase or procure goods or services from any businesses or entity that is headquartered in Arizona..."

Pursuant to the provisions of Resolution No. 2010-346, the City may determine that a bid from a business or entity that is headquartered in Arizona is nonresponsive and the City may reject the bid on that basis.

Bidders that are headquartered in the United States shall certify in the space below the state where the bidder is headquartered:

California
State Where Bidder is Headquartered

Signature: 


S.M.O.A. Treasurer

Tax ID # if applicable:

Approval: No YES Meeting: 3/8/11

Other Party Signature Needed Recording Requested

B111531004

General Information

PO Type: Attachment: Original No.:
Original Doc Number: 1

Certified Copies of Document: 1

Deed: None
 Included Separate

Bid Transaction #: B111531004 E/SBE-DBE-M/WBE:

Department Information

Division: Community Recreation Services
Supervisor: Steve Johnson
Date: 1/13/11 Division Mgr: Alan Tomiyama
Org Number: 19001531

Approval and Signature Routing

Signature or Initial	Date
Mgr: <i>GN by BC</i>	1-13-11
ing: <i>B. Cheek</i>	1-13-11
ices: <i>SG by BC</i>	1-13-11
visor: <i>AS</i>	02-01-11
ager: <i>[Signature]</i>	2-2-11
anager: <i>[Signature]</i>	

Mail Notify for Pick Up- B. Cheek X 6097

Signature or Initial Date

Signature: *[Signature]* Date: 2-3-11

Form: Must Accompany ALL Contracts; (01-01-09)

For City Clerk Processing

Finalized: Initial: []

Date:

Imaged: Initial: []

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SECTION III - BIDDER RESPONSE DOCUMENTS

G. BASKETBALL PRICING SCHEDULE

Basketball 2 referees, 1 scorekeeper, 1 gym/field official

Year 1

	# of Games	Per Game Rate	Extension
Referee's	550	\$55.00	\$30250
Scorekeeper	550	\$16.50	\$9075
Gym/Field Official	550	\$16.50	\$9075
Total:			\$48400

Year 2 % of increase? 4%

	# of Games	Per Game Rate	Extension
Referee's	600	\$57.20	\$34320
Scorekeeper	600	\$17.16	\$10296
Gym/Field Official	600	\$17.16	\$10296
Total:			\$54912

Year 3 % of increase? 4%

	# of Games	Per Game Rate	Extension
Referee's	650	\$59.48	\$38662
Scorekeeper	650	\$17.85	\$11602
Gym/Field Official	650	\$17.85	\$11602
Total:			\$61867

Year 4 % of increase? 4%

	# of Games	Per Game Rate	Extension
Referee's	700	\$61.86	\$43302
Scorekeeper	700	\$18.56	\$12994
Gym/Field Official	700	\$18.56	\$12994
Total:			\$69291

Bruce R. Robbins
S.M.O.A. Treasurer

to
Approval: No YES Meeting: 3/8/11
 Other Party Signature Needed Recording Requested

Tax ID # if applicable:

B111531004

General Information

Attachment: Original No.:
Original Doc Number: 1

PO Type: Metropolitan Officials Association

Certified Copies of Document: Deed: None Included Separate

Bid Transaction #: B111531004 E/SBE-DBE-M/WBE:

Department Information

Division: Community Recreation Services
Supervisor: Steve Johnson
Date: 1/13/11 Division Mgr: Alan Tomiyama
Org Number: 19001531

Baseball, Basketball and Volleyball

Law and Signature Routing

Signature or Initial	Date
Mgr: <i>GN by BC</i>	1-13-11
ing: <i>B. Cheek</i>	1-13-11
ces: <i>SG by BC</i>	1-13-11
visor: <i>ASJ</i>	02-01-11
ager: <i>[Signature]</i>	2-2-11
anager: <i>[Signature]</i>	
orney: <i>MS</i>	1-27-11

Mail Notify for Pick Up- B. Cheek X 6097

For City Clerk Processing

Finalized: Initial: [] Date: []

Imaged: Initial: [] Date: []

Received: (City Clerk Stamp Here) []

nts, James
ent Director:

No Yes
Form: Must Accompany ALL Contracts; (01-01-09)

Year 5 % of increase? 4%

	# of Games	Per Game Rate	Extension
Referee's	750	\$64.33	\$48247
Scorekeeper	750	\$19.30	\$14475
Gym/Field Official	750	\$19.30	\$14475
Total:			\$77197

Year 1 administrative fees and terms: 10%
 Year 1 administrative fees TOTAL: \$4840
 Year 2 administrative fees and terms: 10%
 Year 2 administrative fees TOTAL: \$5491
 Year 3 administrative fees and terms: 10%
 Year 3 administrative fees TOTAL: \$6186
 Year 4 administrative fees and terms: 10%
 Year 4 administrative fees TOTAL: \$6929
 Year 5 administrative fees and terms: 10%
 Year 5 administrative fees TOTAL: \$7719

to
 Approval: No YES Meeting: 3/8/11
 Other Party Signature Needed Recording Requested

B111531004

General Information
 Attachment: Original No.:
 Original Doc Number: 1
 Certified Copies of Document:
 Deed: None
 Included Separate
 Bid Transaction #: B111531004 E/SBE-DBE-M/WBE:

Department Information
 Division: Community Recreation Services
 Supervisor: Steve Johnson
 Date: 1/13/11 Division Mgr: Alan Tomiyama
 Org Number: 19001531

Law and Signature Routing

Signature or Initial	Date
Mgr: <i>GN by BC</i>	1-13-11
ing: <i>BCheek</i>	1-13-11
ices: <i>SG by BC</i>	1-13-11
visor: <i>ASJ</i>	02-01-11
ager: <i>[Signature]</i>	2-2-11
anager: <i>[Signature]</i>	
orney: <i>MS</i>	1-27-11
Mail <input checked="" type="checkbox"/> Notify for Pick Up- B. Cheek X 6097	
Signature or Initial	Date
bs, James	2-3-11
ent Director:	
<input checked="" type="checkbox"/> No <input type="checkbox"/>	

For City Clerk Processing

Finalized:
 Initial:
 Date:
 Imaged:
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 Date:
 Received:
 (City Clerk Stamp Here)

Bruce R. Robbins
 S.M.O.A. Treasurer

H. BASEBALL PRICING SCHEDULE

Baseball 2 Umpires, 1 Gym/Field Supervisor

Year 1

	# of Games	Per Game Rate	Extension
Umpire #1	100	\$61.60	\$6160
Umpire #2	100	\$61.60	\$6160
Scorekeeper	100	\$20.00	\$2000
Renfree Xtra Duties	70	\$12.32	\$862
Total:			\$15182

Year 2 % of increase? 4%

	# of Games	Per Game Rate	Extension
Umpire #1	120	\$64.60	\$7752
Umpire #2	120	\$64.60	\$7752
Scorekeeper	120	\$20.80	\$2496
Renfree Xtra Duties	70	\$12.81	\$897
Total:			\$18897

Year 3 % of increase? 4%

	# of Games	Per Game Rate	Extension
Umpire #1	140	\$67.18	\$9405
Umpire #2	140	\$67.18	\$9405
Scorekeeper	140	\$21.63	\$3028
Renfree Xtra Duties	70	\$13.32	\$932
Total:			\$22770

Year 4 % of increase? 4%

	# of Games	Per Game Rate	Extension
Umpire #1	160	\$69.87	\$11179
Umpire #2	160	\$69.87	\$11179

Bruce R. Robbins
S.M.O.A. Treasurer

Tax ID # if applicable:

Approval: No YES Meeting: 3/8/11

Other Party Signature Needed Recording Requested

B111531004

General Information

Attachment: Original No.:
Original Doc Number: 1

PO Type:

Certified Copies of Document:

Deed: None
 Included Separate

Bid Transaction #: B111531004

E/SBE-DBE-M/WBE:

Department Information

Division: Community Recreation Services

Supervisor: Steve Johnson

Date: 1/13/11

Division Mgr: Alan Tomiyama

Org Number: 19001531

Law and Signature Routing

Signature or Initial Date
 Agr: *GN by BC* 1-13-11
 ing: *BCheek* 1-13-11
 ces: *SG by BC* 1-13-11
 isor: *ASJ* 02-01-11
 ager: *[Signature]* 2-2-11
 ager: *[Signature]* Date

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nts, James
 ent Director: *[Signature]* 2-3-11
 No

For City Clerk Processing

Finalized:
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Initial:

Date:

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Form: Must Accompany ALL Contracts;
(01-01-09)

Scorekeeper	160	\$22.50	\$3600
Renfree Xtra Duties	70	\$13.85	\$969
Total:			\$26927

	Year 5	% of increase?	
	# of Games	Per Game Rate	Extension
Home Base Umpire	180	72.66	13078
Umpire #2	180	72.66	13078
Scorekeeper	180	23.40	4212
Renfree Xtra Duties	70	14.40	1008
Total:			31376

Year 1 administrative fees and terms: 10%
 Year 1 administrative fees TOTAL: \$1518

Year 2 administrative fees and terms: 10%
 Year 2 administrative fees TOTAL: \$1889

Year 3 administrative fees and terms: 10%
 Year 3 administrative fees TOTAL: \$2277

Year 4 administrative fees and terms: 10%
 Year 4 administrative fees TOTAL: \$2692

Year 5 administrative fees and terms: 10%
 Year 5 administrative fees TOTAL: \$3137

Bruce D. Robbins
 S.M.O.A. Treasurer

to
 Approval: No YES Meeting: 3/8/11
 Other Party Signature Needed Recording Requested

General Information
 PO Type: Attachment: Original No.:
 Original Doc Number: 1
 Metropolitan Officials Association
 Certified Copies of Document: Deed: None
 Included Separate
 Bids, Basketball and Volleyball
 Bid Transaction #: B111531004 E/SBE-DBE-M/WBE:

Department Information
 Division: Community Recreation Services
 Supervisor: Steve Johnson
 Date: 1/13/11 Division Mgr: Alan Tomiyama
 Org Number: 19001531
 Bette Cheek
 6097
 Baseball, Basketball and Volleyball

Approval and Signature Routing

Signature or Initial	Date
Mgr: <i>GN by BC</i>	1-13-11
ing: <i>B. Cheek</i>	1-13-11
ces: <i>SG by BC</i>	1-13-11
visor: <i>AS</i>	2-2-11
ager: <i>[Signature]</i>	2-2-11
anager: <i>[Signature]</i>	
orney: <i>MS</i>	1-27-11
Signature or Initial	Date
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Signature or Initial	Date
bs, James	2-3-11
ent Director:	
<input checked="" type="checkbox"/> No <input type="checkbox"/>	

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Council Approval: No YES Meeting: 3/8/11

Date Other Party Signature Needed Recording Requested

General Information

General Information form with fields for PO Type, Attachment, Original No., Original Doc Number, Certified Copies of Document, Deed, Bid Transaction #, and E/SBE-DBE-M/WBE.

Department Information

Department Information form with fields for Division, Supervisor, Date, Division Mgr, and Org Number.

View and Signature Routing

View and Signature Routing table with columns for Signature or Initial and Date, listing various officials and their dates.

For City Clerk Processing

For City Clerk Processing box with fields for Finalized, Imaged, and Received, including a large empty space for a stamp.

Form: Must Accompany ALL Contracts; contract. (01-01-09)

BID NO. B111531004

I. SOFTBALL PRICING SCHEDULE - 1 UMPIRE GAMES

Softball-1 umpire games 1 Umpire, 1 Scorekeeper

Year 1 pricing table with columns: # of Games, Per Game Rate, Extension. Rows for Umpire (2600), Scorekeeper (2600), and Total.

Year 2 pricing table with columns: # of Games, Per Game Rate, Extension, % of increase?. Rows for Umpire (3000), Scorekeeper (3000), and Total.

Year 3 pricing table with columns: # of Games, Per Game Rate, Extension, % of increase?. Rows for Umpire (3200), Scorekeeper (3200), and Total. Includes handwritten 'NO' and '3200'.

Year 4 pricing table with columns: # of Games, Per Game Rate, Extension, % of increase?. Rows for Umpire (3400), Scorekeeper (3400), and Total.

Year 5 pricing table with columns: # of Games, Per Game Rate, Extension, % of increase?. Rows for Umpire (3600), Scorekeeper (3600), and Total.

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Tax ID # if applicable:

Council Approval: No YES Meeting: 3/8/11

Date Other Party Signature Needed Recording Requested

BID NO. B111531004

General Information

PO Type: Attachment: Original No.: Original Doc Number: 1	Bid Transaction #: B111531004 E/SBE-DBE-M/WBE:
Certified Copies of Document:	
Deed: <input type="checkbox"/> None <input type="checkbox"/> Included <input type="checkbox"/> Separate	

Department Information

Division: Community Recreation Services
 Supervisor: Steve Johnson
 Date: 1/13/11 Division Mgr: Alan Tomiyama
 Org Number: 19001531

Signature Routing

Signature or Initial	Date
Contract Mgr: GN by BC	1-13-11
Witness: B. Cheek	1-13-11
Witness: SQ by BC	1-13-11
Witness: ASJ	2-2-11
Witness: [Signature]	2-2-11
Witness: [Signature]	1-27-11
Witness: [Signature]	2-3-11

For City Clerk Processing

Finalized:
 Initial: _____
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Year 1 administrative fees and terms: _____
 Year 1 administrative fees TOTAL: _____
 Year 2 administrative fees and terms: _____
 Year 2 administrative fees TOTAL: _____
 Year 3 administrative fees and terms: _____
 Year 3 administrative fees TOTAL: _____
 Year 4 administrative fees and terms: _____
 Year 4 administrative fees TOTAL: _____
 Year 5 administrative fees and terms: _____
 Year 5 administrative fees TOTAL: _____

NO BID

Form: Must Accompany ALL Contracts; (01-01-09)

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Tax ID # if applicable:

Council Approval: No YES Meeting: 3/8/11

Date Other Party Signature Needed Recording Requested

General Information

General Information form with fields for PO Type, Attachment, Original No., Original Doc Number, Certified Copies of Document, Deed, Bid Transaction #, and E/SBE-DBE-M/WBE.

Department Information

Department Information form with fields for Division, Supervisor, Date, Division Mgr, and Org Number.

View and Signature Routing

View and Signature Routing table with columns for Signature or Initial and Date, listing various roles and dates.

For City Clerk Processing

For City Clerk Processing form with fields for Finalized, Imaged, and Received, including a large empty box for a stamp.

Form: Must Accompany ALL Contracts; contract. (01-01-09)

BID NO. B111531004

J. SOFTBALL PRICING SCHEDULE - 2 UMPIRE GAMES

Softball-2 umpire games 2 Umpires, 1 Scorekeeper

Year 1 pricing table with columns: # of Games, Per Game Rate, Extension. Rows for Umpires (350), Scorekeeper (350), and Total.

Year 2 pricing table with columns: # of Games, Per Game Rate, Extension, % of increase?. Rows for Umpires (400), Scorekeeper (400), and Total.

Year 3 pricing table with columns: # of Games, Per Game Rate, Extension, % of increase?. Rows for Umpires (450), Scorekeeper (450), and Total.

Year 4 pricing table with columns: # of Games, Per Game Rate, Extension, % of increase?. Rows for Umpires (500), Scorekeeper (500), and Total.

Year 5 pricing table with columns: # of Games, Per Game Rate, Extension, % of increase?. Rows for Umpires (550), Scorekeeper (550), and Total.

NO Bid

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Tax ID # if applicable:

Council Approval: No YES Meeting: 3/8/11

ate Other Party Signature Needed Recording Requested

BID NO. B111531004

General Information

onal Services f Service	PO Type:	Attachment: Original No.:
173,850		Original Doc Number: 1
nto Metropolitan Officials Association		Certified Copies of Document::
all Umpires, Basketball and Volleyball	Deed: <input type="checkbox"/> None <input type="checkbox"/> Included <input type="checkbox"/> Separate	
Bid Transaction #: B111531004		E/SBE-DBE-M/WBE:

Department Information

nd Recreation Division: Community Recreation Services
 ramore Supervisor: Steve Johnson
 ernadette Cheek Date: 1/13/11 Division Mgr: Alan Tomiyama
 308-6097 Org Number: 19001531
 ts-Baseball, Basketball and Volleyball

view and Signature Routing

Signature or Initial	Date
t Mgr: GN by BC	1-13-11
nting:	
vices: BCheck	1-13-11
visor: SQ by BC	1-13-11
ager: AS	2-2-11
ager: M	2-2-11

orney: INTS 1-27-11
 Mail Notify for Pick Up- B. Cheek X 6097

Signature or Initial	Date
s, James Director:	2-3-11
No <input type="checkbox"/>	

Form: Must Accompany ALL Contracts; contract. (01-01-09)

For City Clerk Processing	
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Initial:	
Date:	
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Initial:	
Date:	
Received:	
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Year 1 administrative fees and terms: _____
 Year 1 administrative fees TOTAL: _____
 Year 2 administrative fees and terms: _____
 Year 2 administrative fees TOTAL: _____
 Year 3 administrative fees and terms: _____
 Year 3 administrative fees TOTAL: _____
 Year 4 administrative fees and terms: _____
 Year 4 administrative fees TOTAL: _____
 Year 5 administrative fees and terms: _____
 Year 5 administrative fees TOTAL: _____

NO BID

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Tax ID # if applicable:

Council Approval: No YES Meeting: 3/8/11

ate Other Party Signature Needed Recording Requested

BID NO. B111531004

K. VOLLEYBALL PRICING SCHEDULE

VOLLEYBALL 1 referee, 1 gym/field official

General Information

Original Services PO Type: Attachment: Original No.:
 PO Type: Original Doc Number: 1
 \$73,850
 into Metropolitan Officials Association Certified Copies of Document::
 all Umpires, Basketball and Volleyball Deed: None
 Included Separate
 Bid Transaction #: B111531004 E/SBE-DBE-M/WBE:

Department Information

nd Recreation Division: Community Recreation Services
 ramore Supervisor: Steve Johnson
 ernadette Cheek Date: 1/13/11 Division Mgr: Alan Tomiyama
 308-6097 Org Number: 19001531
 ts-Baseball, Basketball and Volleyball

Signature and Routing

Signature or Initial	Date
Mgr: GN by BC	1-13-11
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vices: B Cheek	1-13-11
visor: SQ by BC	1-13-11
ager: ASY	2-2-11
ager: [Signature]	2-2-11
orney: INTS	1-27-11
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Signature or Initial	Date
s, James	
Director: [Signature]	2-3-11
No <input type="checkbox"/>	

For City Clerk Processing

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 Date: []
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 Initial: []
 Date: []
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 (City Clerk Stamp Here)

Form: Must Accompany ALL Contracts; contract. (01-01-09)

Year 1

	# of Games	Per Game Rate	Extension
Referee	200	\$27.50	\$5500
Gym Field Official	200	\$16.50	\$3300
Total:			\$8800

Year 2 % of increase? 4%

	# of Games	Per Game Rate	Extension
Referee	250	\$28.60	\$7150
Gym Field Official	250	\$17.16	\$4290
Total:			\$11440

Year 3 % of increase? 4%

	# of Games	Per Game Rate	Extension
Referee	300	\$29.74	\$8922
Gym Field Official	300	\$17.85	\$5355
Total:			\$14277

Year 4 % of increase? 4%

	# of Games	Per Game Rate	Extension
Referee	350	\$30.92	\$10822
Gym Field Official	350	\$18.56	\$6496
Total:			\$17318

Year 5 % of increase? 4%

	# of Games	Per Game Rate	Extension
Referee	400	\$32.15	\$12860
Gym Field Official	400	\$19.30	\$7720
Total:			\$20580

Bruce R. Robbins
S.M.O.A. Treasurer

acramento

Tax ID # if applicable:

Council Approval: No YES Meeting: 3/8/11

ate Other Party Signature Needed Recording Requested

BID NO. B111531004

General Information

Original Services of Service	PO Type:	Attachment: Original No.:
173,850		Original Doc Number: 1
into Metropolitan Officials Association		Certified Copies of Document::
all Umpires, Basketball and Volleyball	Deed: <input type="checkbox"/> None	
	<input type="checkbox"/> Included <input type="checkbox"/> Separate	
Bid Transaction #: B111531004		E/SBE-DBE-M/WBE:

Department Information

nd Recreation Division: Community Recreation Services
 ramore Supervisor: Steve Johnson
 ernadette Cheek Date: 1/13/11 Division Mgr: Alan Tomiyama
 308-6097 Org Number: 19001531
 ts-Baseball, Basketball and Volleyball

view and Signature Routing

Signature or Initial	Date
Mgr: GN by BC	1-13-11
nting:	
vices: BCheck	1-13-11
visor: SQ by BC	1-13-11
ager: AS	2-2-11
ager: M	2-2-11
orney: INTS	1-27-11
Signature or Initial	Date
s, James	
Director: [Signature]	2-3-11
No <input type="checkbox"/>	

For City Clerk Processing

Finalized:

Initial: _____

Date: _____

Imaged:

Initial: _____

Date: _____

Received:

(City Clerk Stamp Here)

Year 1 administrative fees and terms:	10%
Year 1 administrative fees TOTAL:	\$880
Year 2 administrative fees and terms:	10%
Year 2 administrative fees TOTAL:	\$1144
Year 3 administrative fees and terms:	10%
Year 3 administrative fees TOTAL:	\$1427
Year 4 administrative fees and terms:	10%
Year 4 administrative fees TOTAL:	\$1731
Year 5 administrative fees and terms:	10%
Year 5 administrative fees TOTAL:	\$2058

Bruce R Robbins
 S.M.O.A. Treasurer

Form: Must Accompany ALL Contracts; contract. (01-01-09)

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Tax ID # if applicable:

Council Approval: No YES Meeting: 3/8/11

ate Other Party Signature Needed Recording Requested

BID NO. B111531004

BID SUMMARY

SPORT	YEAR	ADMIN. FEE TOTAL	SERVICES TOTAL
Basketball	1	\$4840	\$48400
Basketball	2	\$5491	\$54912
Basketball	3	\$6186	\$61867
Basketball	4	\$6929	\$69291
Basketball	5	\$7719	\$77197
Baseball	1	\$1518	\$15182
Baseball	2	\$1889	\$18896
Baseball	3	\$2270	\$22770
Baseball	4	\$2692	\$26927
Baseball	5	\$3137	\$31377
Softball-1 Umpire	1		
Softball-1 Umpire	2		
Softball-1 Umpire	3		
Softball-1 Umpire	4		
Softball-1 Umpire	5		
Softball- 2 Umpires	1		
Softball- 2 Umpires	2		
Softball- 2 Umpires	3		
Softball- 2 Umpires	4		
Softball- 2 Umpires	5		
Volleyball	1	\$880	\$8800
Volleyball	2	\$1144	\$11440

~~NO BID~~

Bruce R. Robbins
S.M.O.A. Treasurer

General Information

Original Services PO Type: Attachment: Original No.:
 of Service Original Doc Number: 1
 \$73,850
 into Metropolitan Officials Association
 Certified Copies of Document:
 all Umpires, Basketball and Volleyball
 Deed: None
 Included Separate
 Bid Transaction #: B111531004 E/SBE-DBE-M/WBE:

Department Information

and Recreation Division: Community Recreation Services
 ramore Supervisor: Steve Johnson
 ernadette Cheek Date: 1/13/11 Division Mgr: Alan Tomiyama
 308-6097 Org Number: 19001531
 ts-Baseball, Basketball and Volleyball

View and Signature Routing

Signature or Initial	Date
Mgr: GN by BC	1-13-11
nting:	
nces: BCheck	1-13-11
visor: SQ by BC	1-13-11
ager: ASY	2-2-11
ager: [Signature]	2-2-11
orney: INTS	1-27-11
ail <input checked="" type="checkbox"/> Notify for Pick Up- B. Cheek X 6097	
Signature or Initial	Date
s, James	
Director: [Signature]	2-3-11
No <input type="checkbox"/>	

For City Clerk Processing

Finalized:
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Form: Must Accompany ALL Contracts;
contract. (01-01-09)

acramento

Tax ID # if applicable:

Council Approval: No YES Meeting: 3/8/11

ate Other Party Signature Needed Recording Requested

BID NO. B111531004

Volleyball	3	\$1427	\$14277
Volleyball	4	\$1731	\$17318
Volleyball	5	\$2058	\$20580
Grand Totals:		\$49923	\$499235

General Information

Original Services PO Type: Attachment: Original No.:
 f Service Original Doc Number: 1
 \$73,850
 into Metropolitan Officials Association Certified Copies of Document:
 all Umpires, Basketball and Volleyball Deed: None
 Included Separate
 Bid Transaction #: B111531004 E/SBE-DBE-M/WBE:

Bruce D. Robbins
 S.M.O.A. Treasurer

Department Information

nd Recreation Division: Community Recreation Services
 ramore Supervisor: Steve Johnson
 ernadette Cheek Date: 1/13/11 Division Mgr: Alan Tomiyama
 308-6097 Org Number: 19001531
 ts-Baseball, Basketball and Volleyball

view and Signature Routing

Signature or Initial	Date
t Mgr: GN by BC	1-13-11
nting:	
vices: BCheck	1-13-11
visor: SQ by BC	1-13-11
ager: ASJ	2-2-11
ager: [Signature]	2-2-11
orney: INTS	1-27-11
Signature or Initial	Date
s, James	
Director: [Signature]	2-3-11
No <input type="checkbox"/>	

For City Clerk Processing

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 Date:
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Form: Must Accompany ALL Contracts; contract. (01-01-09)

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Tax ID # if applicable:

il Approval: No YES Meeting: 3/8/11

Other Party Signature Needed Recording Requested

General Information

ces PO Type:	Attachment: Original No.: Original Doc Number: 1
opolitan Officials Association	Certified Copies of Document::
es, Basketball and Volleyball	Deed: <input type="checkbox"/> None <input type="checkbox"/> Included <input type="checkbox"/> Separate
Bid Transaction #: B111531004	E/SBE-DBE-M/WBE:

Department Information

tion Division: Community Recreation Services
 Supervisor: Steve Johnson
 Cheek Date: 1/13/11 Division Mgr: Alan Tomiyama
 Org Number: 19001531
 ill, Basketball and Volleyball

Signature Routing

Signature or Initial	Date
in by BC	1-13-11
Cheek	1-13-11
J by BC	1-13-11
BT	2-2-11
M	2-2-11
Signature or Initial	Date
MTS	1-27-11
Notify for Pick Up- B. Cheek X 6097	
Signature or Initial	Date
[Signature]	2-3-11

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Initial:
Date:

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Initial:
Date:

Received:
(City Clerk Stamp Here)

Accompany ALL Contracts; (01-01-09)

Umpire's, Referee's, Scorekeepers, Gym/Field Officials Addendum No. 1

Pricing Schedule:

Softball- Additional duties: Get bases out of storage, place bases, retrieve bases and place into storage.

	# of Games	Per Field	Extension
Year 1	737	\$16.50	\$12418
Year 2	850	\$17.16	\$14586
Year 3	912	\$17.82	\$16252
Year 4	975	\$18.53	\$18067
Year 5	1037	\$19.27	\$18168
Grand Total:			\$79491

Bruce P Robbins
 S.M.O.A. Treasurer

Per Bruce Robbins, this quote was for baseball prep. services not softball.

[Handwritten mark]

ento

Tax ID # if applicable:

il Approval: No YES Meeting: 3/8/11

Other Party Signature Needed Recording Requested

General Information

ces	PO Type:	Attachment: Original No.:
		Original Doc Number: 1
opolitan Officials Association		Certified Copies of Document.:
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	<input type="checkbox"/> Included <input type="checkbox"/> Separate	
Bid Transaction #: B111531004		E/SBE-DBE-M/WBE:

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Cheek	1-13-11
2 by BC	1-13-11
BT	2-2-11
M	2-2-11
MTS	1-27-11
Signature	2-3-11

For City Clerk Processing

Finalized:

Initial: _____

Date: _____

Imaged:

Initial: _____

Date: _____

Received:

(City Clerk Stamp Here)

Accompany ALL Contracts; (01-01-09)

BID NO. B111531004

SECTION III - REQUIREMENTS

L. BID SIGNATURE PAGE

BID NO. 111531004

FOR SERVICES/SUPPLIES: Sport's Officials

To the City of Sacramento:

The undersigned bidder (hereafter referred to as the "bidder" or the "Contractor") submits the attached bid, and certifies as follows: that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid the bidder has examined all of the Contract Documents identified below; that the bidder proposes and agrees that if this bid is accepted, the bidder will execute and fully perform the contract for which bids are called; that the bidder shall perform all the work and/or furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the bidder shall take in full payment therefore, the prices set forth in the attached Pricing Schedule.

CONTRACT DOCUMENTS

Performance of and payment for the contract for which bids are called shall be subject to all terms and conditions of the Invitation for Bid, the Bid Instructions and Requirements, the Bid, the Pricing Schedule(s), the Items Requiring Bidder Response, the Required Submittals, the General Conditions, and any Addenda, Amendments, Special Provisions, Specifications, Plans, or other requirements applicable to performance of the work and/or furnishing the materials specified herein. Such documents referred to herein as the "Contract Documents", are fully incorporated herein by this reference and are collectively referred to as the "Contract". By submitting this Bid, the Contractor agrees to fully perform each and every provision of the Contract, provided that City awards the Contract to the Contractor, and provided further that City shall have no obligation hereunder unless and until such award is made. Contractor shall not make any changes to this form without City's written approval, and any changes made without such approval shall be void.

To Be Filled Out By Bidder

NAME OF CONTRACTOR: Sacramento Metropolitan Officials Association (SMOA)

ADDRESS: PO Box 19210 Sacramento, CA 95819

PHONE #: 916 835 3825 FAX #: NA E-MAIL: bruce@csus.edu

STATE TAX I.D. #: C1281733 FED. TAX I.D. #: 68-0042525

City of Sacramento Business Operation Tax Certificate #: 155457 (Contract award will not be processed without a valid and current Certificate Number.)

TYPE OF BUSINESS ENTITY (check one): Individual/Sole Proprietor Partnership Corporation Limited Liability Company
 Other (please specify: _____)

BY: (signature of authorized person) *Bruce D Robbins*

PRINT NAME: Bruce David Robbins

TITLE: Treasure

Bruce D Robbins Page 34
 S.M.O.A. Treasurer

ento

Tax ID # if applicable:

BID NO. B111531004

il Approval: No YES Meeting: 3/8/11

Other Party Signature Needed Recording Requested

General Information

ces	PO Type:	Attachment: Original No.:
		Original Doc Number: 1
politan Officials Association		Certified Copies of Document::
es, Basketball and Volleyball	Deed: <input type="checkbox"/> None	
	<input type="checkbox"/> Included <input type="checkbox"/> Separate	
Bid Transaction #: B111531004		E/SBE-DBE-M/WBE:

Department Information

tion Division: Community Recreation Services
 Supervisor: Steve Johnson
 Cheek Date: 1/13/11 Division Mgr: Alan Tomiyama
 Org Number: 19001531
 ill, Basketball and Volleyball

Signature Routing

Signature or Initial	Date
<i>BC</i>	1-13-11
<i>Cheek</i>	1-13-11
<i>J by BC</i>	1-13-11
<i>BT</i>	2-2-11
<i>M</i>	2-2-11
<i>MTS</i>	1-27-11
Notify for Pick Up- B. Cheek X 6097	
Signature or Initial	Date
<i>[Signature]</i>	2-3-11

For City Clerk Processing

Finalized:

Initial:

Date:

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Initial:

Date:

Received:

(City Clerk Stamp Here)

Note: All information submitted in or in connection with a bid is submitted under penalty of perjury. The City shall have the right to terminate at any time any contract awarded pursuant to a bid that contains false information.

ento

Tax ID # if applicable:

il Approval: No YES Meeting: 3/8/11

Other Party Signature Needed Recording Requested

General Information

ices PO Type:	Attachment: Original No.: Original Doc Number: 1
opolitan Officials Association	Certified Copies of Document::
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Bid Transaction #: B111531004	E/SBE-DBE-M/WBE:

Department Information

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Supervisor: Steve Johnson
Cheek Date: 1/13/11 Division Mgr: Alan Tomiyama
Org Number: 19001531
all, Basketball and Volleyball

Signature Routing

Signature or Initial	Date
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<i>M</i>	2-2-11
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Notify for Pick Up- B. Cheek X 6097	
Signature or Initial	Date
<i>[Signature]</i>	2-3-11

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Date:

Received:
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FOLLOWING FORMS TO BE FILLED OUT

AND SIGNED

ONLY

IF AWARDED CONTRACT

ento

Tax ID # if applicable:

il Approval: No YES Meeting: 3/8/11

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General Information

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	<input type="checkbox"/> Included <input type="checkbox"/> Separate	
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 ll, Basketball and Volleyball

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2 by BC	1-13-11
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Signature or Initial	Date
	2-3-11

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 Initial:
 Date:
Received:
 (City Clerk Stamp Here)

Accompany ALL Contracts; (01-01-09)

SECTION IV

PROJECT #: B111531004
PROJECT NAME: Umpire's and Referee's
DEPARTMENT: Department of Parks and Recreation
DIVISION: Community Recreation Services-Adult Sports
CITY OF SACRAMENTO

NONPROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made at Sacramento, California, as of _____, by and between the CITY OF SACRAMENTO, a municipal corporation ("CITY"), and

Sacramento Metropolitan Officials Association
P.O. Box 19210
916-835-3825
E-Mail bruce@csus.edu

("CONTRACTOR"), who agree as follows:

- Contract.** The Contract shall consist of this Agreement and each of the following documents (if applicable), which are incorporated herein by reference:

Invitation to Bid	Workers Compensation Certificate
Instructions to Bidders	Contractor's Bid Proposal Form
Certificate(s) of Insurance	ESBD Program Statement
Drug-Free Workplace Policy and Affidavit	Technical Specifications
Declaration of Compliance (Equal Benefits Ordinance)	
Declaration of Compliance (Living Wage Ordinance)	
- Services.** Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to CITY the services described in Exhibit A. CONTRACTOR shall provide said services at the time, place, and in the manner specified in Exhibit A. CONTRACTOR shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of such services: (a) CONTRACTOR notifies CITY and CITY agrees that such services are outside the scope of Exhibit A; (b) CONTRACTOR estimates the additional compensation required for these additional services; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefore. CITY shall have no obligations whatsoever under this Agreement and/or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Sacramento City Manager or the City Manager's authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code.
- Payment.** CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONTRACTOR for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONTRACTOR shall submit all billings for said services to CITY in the manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices that CONTRACTOR uses for billing clients similar to CITY.
- Facilities and Equipment.** Except as set forth in Exhibit C, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing

ento

Tax ID # if applicable:

il Approval: No YES Meeting: 3/8/11

Other Party Signature Needed Recording Requested

General Information

ces	PO Type:	Attachment: Original No.:
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opolitan Officials Association		Certified Copies of Document.:
es, Basketball and Volleyball	Deed: <input type="checkbox"/> None	
	<input type="checkbox"/> Included <input type="checkbox"/> Separate	
Bid Transaction #: B111531004		E/SBE-DBE-M/WBE:

Department Information

tion Division: Community Recreation Services
 Supervisor: Steve Johnson
 Cheek Date: 1/13/11 Division Mgr: Alan Tomiyama
 Org Number: 19001531
 ll, Basketball and Volleyball

Signature Routing

Signature or Initial	Date
<i>BC</i>	1-13-11
<i>Cheek</i>	1-13-11
<i>BC</i>	1-13-11
<i>BC</i>	2-2-11
<i>M</i>	2-2-11
<i>MTS</i>	1-27-11
<i>[Signature]</i>	2-3-11

Accompany ALL Contracts; (01-01-09)

For City Clerk Processing

Finalized:

Initial: _____

Date: _____

Imaged:

Initial: _____

Date: _____

Received:

(City Clerk Stamp Here)

services pursuant to this Agreement. CITY shall furnish to CONTRACTOR only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.

- General Provisions.** The General Provisions set forth in Exhibit D, that include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by CONTRACTOR and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefore, the General Provisions shall control over said terms or conditions.
- Living Wage Requirements.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.58, Living Wage. The requirements of Sacramento City Code Chapter 3.58 are summarized in Exhibit E. The CONTRACTOR is required to sign the attached Declaration of Compliance (Living Wage Ordinance) to assure compliance with these requirements.
- Non-Discrimination in Employee Benefits.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The requirements of Sacramento City Code Chapter 3.54 are summarized in Exhibit F. CONTRACTOR is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.
- Authority.** The person signing this Agreement for CONTRACTOR hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.
- Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

APPROVED TO AS FORM:
[Signature]
Michael Sparks, Sr. City Attorney

By: _____

Print name: _____

Title: _____

For: Gus Vina, Interim City Manager

ATTEST:

City Clerk

CONTRACTOR:

Sacramento Metropolitan Officials Association
NAME OF FIRM

68-0042525
Federal I.D. No.

C1281733
State I.D. No.

ento

Tax ID # if applicable:

il Approval: No YES Meeting: 3/8/11

Other Party Signature Needed Recording Requested

General Information

ices	PO Type:	Attachment: Original No.:
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opolitan Officials Association		Certified Copies of Document::
es, Basketball and Volleyball	Deed: <input type="checkbox"/> None	
	<input type="checkbox"/> Included <input type="checkbox"/> Separate	
Bid Transaction #: B111531004	E/SBE-DBE-M/WBE:	

Department Information

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 ill, Basketball and Volleyball

Signature Routing

Signature or Initial	Date
in by BC	1-13-11
Check	1-13-11
g by BC	1-13-11
BT	2-2-11
M	2-2-11
MTS	1-27-11
Notify for Pick Up- B. Cheek X 6097	
Signature or Initial	Date
<i>[Signature]</i>	2-3-11

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Date:

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(City Clerk Stamp Here)

Accompany ALL Contracts; (01-01-09)

155457

City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY (check one):

- Individual/Sole Proprietor
- Partnership
- Corporation (require 2 signatures)
- Corporation (may require 2 signatures)
- Limited Liability Company
- Other (please specify: _____)

Signature of Authorized Person *President*
THEODORE R. TABAKAUGO
 Print Name and Title
Theodore R. Tabakaugo
 Additional Signature (if required)

Signature of Authorized Person *President*
Bruce D Robbins
 Print Name and Title
 S.M.G.A. Treasurer
Bruce D Robbins

ento

Tax ID # if applicable:

il Approval: No YES Meeting: 3/8/11

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Notify for Pick Up- B. Cheek X 6097	
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Initial: _____

Date: _____

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DECLARATION OF COMPLIANCE
Living Wage Ordinance

Name of Contractor: Sacramento Metropolitan Officials Association

Address: P.O. Box 19210, Sacramento, CA 95819

The above-named contractor ("Contractor") hereby declares and agrees as follows:

- Contractor has read and understands the Living Wage Requirements (the "Requirements") attached hereto as Exhibit E.
- As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Living Wage Ordinance codified at Chapter 3.58 of the Sacramento City Code (the "Ordinance"). If required by the Ordinance, Contractor will pay not less than the minimum compensation specified in the Ordinance to Contractor's employees, for all time spent performing any work under this Contract.
- If the amount of this Contract is less than \$100,000, as a condition of receiving this Contract, Contractor will notify the City of Sacramento ("City") in writing if the aggregate value of this Contract and of any other Nonprofessional Services contract(s) covered by the Ordinance that the City has awarded to Contractor within the previous 12 months, is \$100,000 or more.
- Contractor acknowledges and agrees that the Requirements, the Ordinance and this Declaration shall constitute part of this Contract, and that these provisions shall govern in the event of any conflict with any other provisions of the Contract.
- Contractor further acknowledges and agrees that any violation of the Requirements or the Ordinance constitutes a material breach of this Contract, and that, if such a breach occurs, the City will be authorized to terminate the Contract, and pursue all available legal and equitable remedies.
- If requested by the City, Contractor will promptly submit certified payroll records to the City, for itself and/or for Contractor's subcontractor(s), as requested by the City, and Contractor will take any other steps as may be required by the City to determine whether Contractor's subcontractor(s) or Contractor have complied with the Requirements and the Ordinance.
- Contractor will require all of its subcontractors who are covered by these requirements to comply with the Requirements and any additional requirements that may be specified in the Ordinance, and Contractor will include these requirements in all subcontracts covered by the Ordinance.
- Contractor agrees to defend, indemnify and hold harmless the City, its officers and employees against any claims, actions, damages, costs (including reasonable attorney fees) or other liabilities of any kind arising from any violation of the Requirements or the Ordinance by Contractor or by any subcontractor retained to perform work or provide services under this Contract.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.

Bruce P. Robbins
 Signature of Authorized Representative
S.M.O.A. Treasurer
 Print name: *Bruce P. Robbins*
 Title: _____

Date: *3 Jan 2011*

ento

Tax ID # if applicable:

il Approval: No YES Meeting: 3/8/11

Other Party Signature Needed Recording Requested

General Information

ices PO Type:	Attachment: Original No.: Original Doc Number: 1
opolitan Officials Association	Certified Copies of Document::
es, Basketball and Volleyball	Deed: <input type="checkbox"/> None <input type="checkbox"/> Included <input type="checkbox"/> Separate
Bid Transaction #: B111531004	E/SBE-DBE-M/WBE:

Department Information

tion Division: Community Recreation Services
Supervisor: Steve Johnson
Cheek Date: 1/13/11 Division Mgr: Alan Tomiyama
Org Number: 19001531
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Signature Routing

Signature or Initial	Date
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Notify for Pick Up- B. Cheek X 6097	
Signature or Initial	Date
<i>[Signature]</i>	2-3-11

For City Clerk Processing

Finalized:
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(City Clerk Stamp Here)

Attachments

- Exhibit A - Scope of Service
- Exhibit B - Fee Schedule/Manner of Payment
- Exhibit C - Facilities/Equipment Provided
- Exhibit D - General Provisions
- Exhibit E - Living Wage Requirements
- Exhibit F - Non-Discrimination in Employee Benefits



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Tax ID # if applicable:

BID NO. B111531004

il Approval: No YES Meeting: 3/8/11

Other Party Signature Needed Recording Requested

General Information

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<i>BC</i>	2-3-11

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Date:
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(City Clerk Stamp Here)

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

Name of Contractor: Sacramento Metropolitan Officials Association

Address: P.O. Box 19210, Sacramento, CA 95819

The above-named Contractor ("Contractor") hereby declares and agrees as follows:

- Contractor has read and understands the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") attached hereto as Exhibit F.
- As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").
- Contractor understands, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance are any of the following:
 - Bereavement Leave
 - Disability, life, and other types of insurance
 - Family medical leave
 - Health benefits
 - Membership or membership discounts
 - Moving expenses
 - Pension and retirement benefits
 - Vacation
 - Travel benefits
 - Any other benefit offered to employees

Contractor agrees that if Contractor offers any of the above-listed employee benefits, Contractor will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

- Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
 - If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be deemed discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
 - If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.
 - If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.
 - If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.
 - If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Contract is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Contract is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.

ento Tax ID # if applicable:
 il Approval: No YES Meeting: 3/8/11
 Other Party Signature Needed Recording Requested

General Information

PO Type:	Attachment: Original No.:
Original Doc Number: 1	
politan Officials Association	Certified Copies of Document::
es, Basketball and Volleyball	Deed: <input type="checkbox"/> None <input type="checkbox"/> Included <input type="checkbox"/> Separate
Bid Transaction #: B111531004	E/SBE-DBE-M/WBE:

Department Information

Division: Community Recreation Services
 Supervisor: Steve Johnson
 Date: 1/13/11 Division Mgr: Alan Tomiyama
 Org Number: 19001531
 ill, Basketball and Volleyball

Signature Routing

Signature or Initial	Date
<i>BC</i>	1-13-11
<i>Cheek</i>	1-13-11
<i>BC</i>	1-13-11
<i>BT</i>	2-01-11
<i>M</i>	2-2-11
<i>MIS</i>	1-27-11
<i>[Signature]</i>	2-3-11

For City Clerk Processing

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- f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Contract is executed by the City.
 - g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).
 - h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
 - i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits, are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuses to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Contract is executed by the City.
5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
 6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.
 7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Contract award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.
 8. Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractor.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.

Bruce D. Robbin 3 Jun 2011
 Signature of Authorized Representative Date
 S.M.O.A. Treasurer
Bruce D Robbin
 Print Name
Treasurer
 Title

il Approval: No YES Meeting: 3/8/11

Other Party Signature Needed Recording Requested

General Information

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	<input type="checkbox"/> Included <input type="checkbox"/> Separate	
Bid Transaction #: B111531004	E/SBE-DBE-M/WBE:	

Department Information

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Signature Routing

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<i>J by BC</i>	1-13-11
<i>BT</i>	2-2-11
<i>M</i>	2-2-11
<i>MTS</i>	1-27-11
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<i>[Signature]</i>	2-3-11

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EXHIBIT A

NONPROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

*Greg Narramore, Recreation Superintendent
4623 T Street, Sacramento, CA 95819*

Phone: 916-808-6095 Fax: 916-454-3956 E-mail: gnarramore@cityofsacramento.org

All CONTRACTOR questions pertaining to this Agreement shall be referred to the CITY Representative or the Representative's designee.

The CONTRACTOR Representative for this Agreement is:

*Bruce Robbins-Treasurer
P.O. Box 19210, Sacramento, CA 95819*

Phone: 916-835-3825 E-mail: bruce@csus.edu

All CITY questions pertaining to this Agreement shall be referred to the CONTRACTOR Representative. All correspondence to CONTRACTOR shall be addressed to the address set forth on page one of this Agreement. Unless otherwise provided in this Agreement, all correspondence to the CITY shall be addressed to the CITY Representative.

2. **Scope of Services.** The services provided shall be as set forth in Attachment 1 to Exhibit A, attached hereto and incorporated herein. The scope of services shall be limited to Baseball Umpire's, Basketball and Volleyball Referee's of Bid No. B111531004.

3. **Time of Performance.** The services described herein shall be provided during the period of three years from the date of the award. The City, in its sole discretion, may elect to exercise the options to extend this Agreement for up to two (2) one-year option periods. This Agreement shall not exceed a total of five (5) years from the date of award. City shall exercise any option by serving written notice to the contractor not less than 90 days prior to the expiration date of the current term.

il Approval: No YES Meeting: 3/8/11

Other Party Signature Needed Recording Requested

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Attachment 1 to Exhibit A

TECHNICAL SPECIFICATIONS/OTHER REQUIREMENTS

Overall General Scope:

The objective of this contract is to supply baseball umpires, basketball and volleyball referee's to the City of Sacramento, Department of Parks and Recreation. The City of Sacramento provides the highest quality sport leagues and officials to the residents of Sacramento.

Term:

Contract term shall be for three (3) years from date of execution with two (2) one year renewals not to exceed a total of five (5) years.

League Locations

League play for basketball, baseball, softball, and volleyball takes place at a variety of outdoor and indoor facilities located in Sacramento City and County limits. These facilities can range from City owned properties, such as parks and community centers to school district properties where a use permit has been issued to the City of Sacramento. A list of potential league play locations is attached as Attachment 2 to Exhibit A. League locations for each sport may be added or deleted as necessary.

Mandatory Pre-Award Conference

The apparent lowest responsible bidder for each sport shall be required to attend a pre-award conference at a mutually acceptable time. At this conference, a listing names and contact numbers for all umpires, officials, scorekeepers, gym and field officials will be provided to the City of Sacramento. The City of Sacramento will accept or reject individuals for each sport and determine if the contractor has the capacity to meet the needs of the City with the quality and quantity listed in the specifications. All subsequent sport officials' information will be submitted to the City of Sacramento a minimum of seven (7) days prior to assigning individual to a City of Sacramento league.

Specifications

The contractor shall provide sufficient personnel to perform all work in accordance with the specifications set forth herein. All of the contractor's staff shall be supervised by a qualified supervisor in the employ of the contractor. The City of Sacramento will be provided with monthly updated staff listings which shall include staff names and telephone numbers.

The contractor shall only furnish sport umpires, referee's, scorekeepers, gym and field officials who are competent and skilled for work under this contract. The City of Sacramento will provide a list of preferred officials for each league and priority will be given to the specified individual during the scheduling of sport officials to provide the required services for the City. Contractor shall have a minimum of one year experience in a professional capacity providing umpires, referee's, scorekeepers, or gym and field officials to a public agency. Contractor shall provide a well trained staff person with the knowledge and rules of the sport they are providing a service for. Contractor shall provide staff that meet or exceed the minimum requirements listed in the specifications. The City of Sacramento, Department of Parks and Recreation or designee, has the right to remove any individual who is incompetent, disorderly,

threatens staff, spectators or participants, uses abusive language or does not perform to the standards and specifications of this contract, shall be removed from all work under this contract.

Contractor shall provide all uniforms, equipment and supplies needed to perform the scope of work for each sport. All equipment and supplies must be in proper working order to ensure the safety of the employee, participants and spectators.

Contractor shall supply all umpires and referee's with uniforms. Umpires and referee's shall wear the proper uniform for the corresponding sport, including shoes and required gear. Uniform shirts must be buttoned at all times. All uniforms must be free of any advertising, logos, and messages, clean and free of disrepair. Pants must be worn at the waist. Officials shall report to work in uniform and shall meet general and acceptable personal hygiene standards. Smoking is not allowed in any park.

Umpires, referee's, and officials, must check in with on site City of Sacramento staff where applicable. All reportable incidents are to be brought to the attention of City staff. Each umpire, referee, scorekeeper, gym or field official is required to complete a City of Sacramento incident report within 24 hours of the day of the incident.

Contractor shall provide the City of Sacramento, Department of Parks and Recreation with access to an internet officials scheduling program (such as Arbiter), should the contractor be utilizing such a system. If the contractor does not utilize an internet based scheduling system, the contractor must provide daily schedules of all officials to each program supervisor, no later than 12 Noon. All holiday and weekend schedules must be provided on the prior business day.

Over the course of this contract and any extensions, additional sports may be added to expand sport opportunities within the City of Sacramento. Should the need arise to expand umpire, referee's, scorekeepers, gym or field officials for those sports not on this pricing schedule, an amendment may be negotiated and added to this contract.

Awards may be made in whole or by individual sport.

Each sport official; umpires and referee's will be paid on a **per game** rate.

Basketball Specifications 2 Referee's

Referee's Minimum Qualifications: One year of experience refereeing Jr. High Level or higher basketball games. Referee must be fingerprinted and performance evaluated a minimum of once per year.

Average game duration: One Hour.

Baseball Specifications 2 Umpires

Umpire's Minimum Qualifications: One year of experience refereeing High School Level baseball. Umpire must be fingerprinted and performance evaluated a minimum of once per year.

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il Approval: No YES Meeting: 3/8/11
 Other Party Signature Needed Recording Requested

General Information	
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opolitan Officials Association	Certified Copies of Document::
es, Basketball and Volleyball	Deed: <input type="checkbox"/> None <input type="checkbox"/> Included <input type="checkbox"/> Separate
Bid Transaction #: B111531004	E/SBE-DBE-M/WBE:

Department Information

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Supervisor: Steve Johnson
Cheek Date: 1/13/11 Division Mgr: Alan Tomiyama
Org Number: 19001531
ill, Basketball and Volleyball

Signature Routing

Signature or Initial	Date
<i>BC</i>	1-13-11
<i>Cheek</i>	1-13-11
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<i>M</i>	2-2-11
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Harry Renfree Park Umpire additional duties: Umpires assigned to Harry Renfree are required to open and close the facility, set up and secure the scoreboards. 1 hour prior to game, placing bases on appropriate base pegs on each field. At the conclusion of the games; removing all bases and placing in storage. The City of Sacramento will pay a maximum of 10% of the single game rate for each set up/takedown service (1 per day).

Average game duration: Two and one-half hours.

Volleyball Specifications 1 Referee

Referee Minimum Qualifications: One year of experience refereeing Jr. High Level or higher Volleyball games. Referee must be fingerprinted and performance evaluated at least once per year.

Average game duration: One Hour.

INVOICING

Monthly invoicing shall include the game date and time, detailed by level of service (Umpire, referee, scorekeeper, gym or field official). Invoicing shall include the quantity for each level of service per game/date and time, per game rate and an extension total. Administrative fees if any, shall be listed separately and near the end of the bill, just prior to the total amount due. All invoices will be sent by mail and electronic mail to:

City of Sacramento, Adult Sports
Steve Johnson
4623 T Street
Sacramento, CA 95819

E-Mail to: sjohnson@cityofsacramento.org with a carbon copy to: gnarramore@cityofsacramento.org

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Tax ID # if applicable:

BID NO. B111531004

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Bid Transaction #: B111531004 E/SBE-DBE-M/WBE:

Department Information

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ill, Basketball and Volleyball

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Table with 2 columns: Signature or Initial, Date. Includes entries for 'n by BC', 'Cheek', 'J by BC', 'BT', 'M', 'MIS', and 'Notify for Pick Up- B. Cheek X 6097'.

For City Clerk Processing Finalized: Initial: Date: Imaged: Initial: Date: Received: (City Clerk Stamp Here)

Attachment 2 to Exhibit A Potential League Play Locations

Locations may be added or deleted at any time.

- Argonaut School Park, Autumn Meadow Park, Barandas Park, Carl Johnston Park, Colonial Park, Curtis Park, Del Paso Heights School Park, Earl Warren Park, Garden Valley School Park, George Sim Event Center, Glenbrook Park, Glenwood School Park, Hagginwood Park, Heron Park, Jacinto Creek Park, James McClatchy Park, Kokomo Park, Lewis Park, Main Avenue School Park, Manual Silva Park, McKinley Park, Muir Park, Ninos Park, North Laguna Creek Park, Northgate Park, Orchard Park, Peregrine Park, Quail Park, Regency Park, River Park, Robla Community Park, Roosevelt Park, Sacramento Unified School District facilities, Shasta Park, Sierra Two Park, South Natomas Community Park, Strauch School Park, Tahoe Tallac Park, Twin Rivers School District facilities, Two Rivers Park, Westlake Community Park, Wittier Ranch Park, Woodlake Park, Army Depot, Babcock School Park, Camellia Park, Castori School Park, Consumnes River College, Del Paso Heights Park, Dos Rios School Park, East Portal Park, Gardenland Park, George Sim Park, Glenn Hall Park, Grant Park, Harry Renfree Field, Hummingbird Park, James Mangan Park, John Cabrillo Park, Lawrence Park, Linden Park, Mama Marks Park, Max Baer Park, Miller Park, Natomas Unified School District facilities, North Avenue School Park, Northborough Park, O'Neil Field, Pannell Meadowview CC Park, Peter Burnette School Park, Redwood Park, Reichmuth Park, Robertson Park, Robla School Park, Sacramento Softball Complex, Shorebird Park, Sojourner Truth Park, Stanford Park, Tahoe Park, Tanzanite Park, Twin Rivers Park, Valley Hi Park, William Land Regional Park, Woodbine Park

(Form Approved by City Attorney 12-28-07)

il Approval: No YES Meeting: 3/8/11

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<i>MTS</i>	1-27-11
<i>[Signature]</i>	2-3-11

For City Clerk Processing

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Accompany ALL Contracts; (01-01-09)

EXHIBIT B

NONPROFESSIONAL SERVICES AGREEMENT

FEE SCHEDULE/MANNER OF PAYMENT

- CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of \$373,850.
- Billable Rates.** CONTRACTOR shall be paid for the performance of Services on a per game rate for umpire's and referee's and a maximum of 10% of the single game rate for each set up/takedown service (1 per day), plus administration fees, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein. The billable rates shall be limited to Baseball Umpires and additional duties; Basketball Referee's and Volleyball Referee's sport categories of Bid No. 111531004.
- CONTRACTOR's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.
- Payments to CONTRACTOR.**
 - Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, said payments to be made in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.
 - All invoices submitted by CONTRACTOR shall contain the following information:
 - Job Name
 - Description of services billed under this invoice, and overall status of project
 - Date of Invoice Issuance
 - Sequential Invoice Number
 - CITY's Purchase Order Number
 - Total Contract Amount
 - Amount of this Invoice (Itemize all Reimbursable Expenses)
 - Total Billed to Date
 - Total Remaining on Contract
 - Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.
 - Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described below.

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Tax ID # if applicable:

BID NO. B111531004

il Approval: No YES Meeting: 3/8/11

Other Party Signature Needed Recording Requested

General Information

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Bid Transaction #: B111531004 E/SBE-DBE-M/WBE:

Department Information

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Signature Routing

Table with 2 columns: Signature or Initial, Date. Includes handwritten signatures and dates like '1-13-11', '2-3-11'.

For City Clerk Processing
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Attachment 1 to Exhibit B

Table with columns: Requisition Information, Vendor #2, QTY, Item Description, UNIT PRICE per game, TOTAL PRICE. Includes line items for umpires and administrative fees, totaling \$109,801.34.

Notes/Comments
Award SMOA for baseball umpires.

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Accompany ALL Contracts;
 (01-01-09)

Requisition Information			Vendor #2		
Date:	11/24/2010		SMOA		
Org. Name:	Parks & Recreation		Quote Number 2		
Req. No.:	B111531004				
Org. No.:	190001531		Phone: 916-835-3825		
Contact:	Bernadette Cheek				
Phone:	916-808-6097		Contact Person		
			Bruce Robbins		
Basketball					
QTY	Item Description	UNIT PRICE per game	TOTAL PRICE	UNIT PRICE per game	TOTAL PRICE
550	Basketball Referee- first year			\$ 55.00	\$ 30,250.00
600	Basketball Referee- year 2			57.20	34,320.00
650	Basketball Referee- year 3			59.48	38,662.00
700	Basketball Referee- year 4			61.86	43,302.00
750	Basketball Referee- year 5			64.33	48,247.50
	Administrative Fee -first year			10%	3,025.00
	Administrative Fee - year 2			10%	3,432.00
	Administrative Fee -year 3			10%	3,866.20
	Administrative Fee - year 4			10%	4,330.20
	Administrative Fee - year 5			10%	4,824.75
Line 1	Bid total			\$	214,259.65
Notes/Comments					
Award: SMOA for basketball referee's.					

ento Tax ID # if applicable:
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<i>[Signature]</i>	2-3-11

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Requisition Information		Vendor #2	
Date:	11/24/2010	SMOA	
Org. Name:	Parks & Recreation	Quote Number 2	
Req. No.:	B111531004		
Org. No.:	190001531	Phone: 916-835-3825	
Contact:	Bernadette Cheek		
Phone:	916-808-6097	Contact Person	
Volleyball		Bruce Robbins	
QTY	Item Description	UNIT PRICE per game	TOTAL PRICE
200	Volleyball Referee- first year	\$ 27.50	\$ 5,500.00
250	Volleyball Referee- year 2	28.60	7,150.00
300	Volleyball Referee- year 3	29.74	8,922.00
350	Volleyball Referee- year 4	30.92	10,822.00
400	Volleyball Referee- year 5	32.15	12,860.00
	Administrative Fee -first year	10%	550.00
	Administrative Fee - year 2	10%	715.00
	Administrative Fee -year 3	10%	892.20
	Administrative Fee - year 4	10%	1,082.20
	Administrative Fee - year 5	10%	1,286.00
Line 1	Bid total	\$	49,779.40
Notes/Comments			
Award SMOA Volleyball referee's			

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il Approval: No YES Meeting: 3/8/11

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Signature Routing

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<i>BC</i>	1-13-11
<i>Cheek</i>	1-13-11
<i>J by BC</i>	1-13-11
<i>BT</i>	2-2-11
<i>M</i>	2-2-11
<i>MTS</i>	1-27-11
Notify for Pick Up- B. Cheek X 6097	
Signature or Initial	Date
<i>[Signature]</i>	2-3-11

For City Clerk Processing

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Date: _____

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EXHIBIT C

NONPROFESSIONAL SERVICES AGREEMENT
FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall [check one] _____ Not furnish any facilities or equipment for this Agreement; or

X furnish the following facilities or equipment for the Agreement; See Attachment 1 to Exhibit A.

ento

Tax ID # if applicable:

BID NO. B111531004

il Approval: No YES Meeting: 3/8/11

Other Party Signature Needed Recording Requested

General Information

ces	PO Type:	Attachment: Original No.:
		Original Doc Number: 1
politan Officials Association		Certified Copies of Document::
es, Basketball and Volleyball	Deed: <input type="checkbox"/> None	
	<input type="checkbox"/> Included <input type="checkbox"/> Separate	
Bid Transaction #: B111531004	E/SBE-DBE-M/WBE:	

Department Information

tion Division: Community Recreation Services
 Supervisor: Steve Johnson
 Cheek Date: 1/13/11 Division Mgr: Alan Tomiyama
 Org Number: 19001531
 ill, Basketball and Volleyball

Signature Routing

Signature or Initial	Date
<i>BC</i>	1-13-11
<i>Cheek</i>	1-13-11
<i>J by BC</i>	1-13-11
<i>BT</i>	2-2-11
<i>M</i>	2-2-11
<i>MIS</i>	1-27-11
Signature or Initial	Date
<i>[Signature]</i>	2-3-11

For City Clerk Processing

Finalized:

Initial: _____

Date: _____

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Initial: _____

Date: _____

Received:

(City Clerk Stamp Here)

Accompany ALL Contracts; (01-01-09)

EXHIBIT D
NONPROFESSIONAL SERVICES AGREEMENT

GENERAL PROVISIONS

1. Independent Contractor.

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefore exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)
- B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.
- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and subcontractors.
- D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform services for, or be employed by such additional persons or companies as CONTRACTOR sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

2. Licenses; Permits, Etc. CONTRACTOR represents and warrants that CONTRACTOR has all

(Form Approved by City Attorney 12-28-07)

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Tax ID # if applicable:

il Approval: No YES Meeting: 3/8/11

Other Party Signature Needed Recording Requested

General Information

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es, Basketball and Volleyball		Deed: <input type="checkbox"/> None <input type="checkbox"/> Included <input type="checkbox"/> Separate
Bid Transaction #: B111531004		E/SBE-DBE-M/WBE:

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 ill, Basketball and Volleyball

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<i>BC</i>	1-13-11
<i>BT</i>	2-2-11
<i>M</i>	2-2-11
<i>MIS</i>	1-27-11
Signature or Initial	Date
<i>[Signature]</i>	2-3-11

For City Clerk Processing

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 Initial: _____
 Date: _____

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Accompany ALL Contracts; (01-01-09)

BID NO. B111531004

licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

3. **Time.** CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.
5. **Conflicts of Interest.** CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.
6. **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.
7. **CONTRACTOR Information.**
 - A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other

deliverables consisting of documents, writings, handwritings, typewriting, printing, photostating, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.

B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR's proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual "trade secret" designation of such information.

D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

8. **Standard of Performance.** CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.

ento Tax ID # if applicable:
Approval: No YES Meeting: 3/8/11
 Other Party Signature Needed Recording Requested

General Information

PO Type: Attachment: Original No.:
Original Doc Number: 1
politan Officials Association Certified Copies of Document:
es, Basketball and Volleyball Deed: None
 Included Separate
Bid Transaction #: B111531004 E/SBE-DBE-M/WBE:

Department Information

Division: Community Recreation Services
Supervisor: Steve Johnson
Cheek Date: 1/13/11 Division Mgr: Alan Tomiyama
Org Number: 19001531
ill, Basketball and Volleyball

Signature Routing

Signature or Initial	Date
<i>77 by BC</i>	1-13-11
<i>Cheek</i>	1-13-11
<i>J by BC</i>	1-13-11
<i>BT</i>	2-2-11
<i>M</i>	2-2-11
<i>LMS</i>	1-27-11
<i>[Signature]</i>	2-3-11

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<i>M</i>	2-2-11
Signature or Initial	Date
<i>MTS</i>	1-27-11
Signature or Initial	Date
<i>[Signature]</i>	2-3-11

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Date: _____

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Accompany ALL Contracts; (01-01-09)

9. Term; Suspension; Termination.

- A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.
- B. CITY shall have the right at any time to temporarily suspend CONTRACTOR's performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If CITY gives such notice of suspension, CONTRACTOR shall immediately suspend its activities under this Agreement, as specified in such notice.
- C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:
 - (1) CONTRACTOR shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.
 - (2) CITY shall pay CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the Services required by this Agreement. In this regard, CONTRACTOR shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services rendered by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

10. Indemnity.

- A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by CONTRACTOR, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or independent contractors who are directly responsible to CITY, except when such agents, servants, or independent contractors are under the direct supervision and control of CONTRACTOR.

ento Tax ID # if applicable:
il Approval: [] No [X] YES Meeting: 3/8/11
[] Other Party Signature Needed [] Recording Requested

General Information

Form with fields: PO Type, Attachment: Original No., Original Doc Number: 1, Certified Copies of Document:, Deed: [] None [] Included [] Separate, Bid Transaction #: B111531004, E/SBE-DBE-M/WBE:

Department Information

Division: Community Recreation Services
Supervisor: Steve Johnson
Date: 1/13/11 Division Mgr: Alan Tomiyama
Org Number: 19001531

Signature Routing

Table with columns: Signature or Initial, Date. Includes entries for 'n by BC', 'Cheek', 'J by BC', 'M', 'MIS', and a signature with date 2-3-11.

For City Clerk Processing
Finalized: Initial: Date:
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B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder.

11. Insurance Requirements. During the entire term of this Agreement, CONTRACTOR shall maintain the insurance coverage described in this Section 11.

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONTRACTOR under this Agreement.

It is understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the CONTRACTOR in connection with this Agreement.

A. Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance, providing coverage at least as broad as ISO CGL Form 00 01...
(2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01...

No automobile liability insurance shall be required if CONTRACTOR completes the following certification:

"I certify that a motor vehicle will not be used in the performance of any work or services under this agreement." (CONTRACTOR initials)

- (3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000).

Workers' Compensation waiver of subrogation in favor of the City is required for all work performed by the CONTRACTOR.

No Workers' Compensation insurance shall be required if CONTRACTOR completes the following certification:

il Approval: No YES Meeting: 3/8/11

Other Party Signature Needed Recording Requested

General Information

ces PO Type:	Attachment: Original No.: Original Doc Number: 1
opolitan Officials Association	Certified Copies of Document::
es, Basketball and Volleyball	Deed: <input type="checkbox"/> None <input type="checkbox"/> Included <input type="checkbox"/> Separate
Bid Transaction #: B111531004	E/SBE-DBE-M/WBE:

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<i>M</i>	2-2-11
<i>MIS</i>	1-27-11
<i>[Signature]</i>	2-3-11

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Accompany ALL Contracts; (01-01-09)

"I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance." *[Signature]* (CONTRACTOR initials)

B. Additional Insured Coverage

(1) Commercial General Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insured's as respects general liability arising out of activities performed by or on behalf of CONTRACTOR, products and completed operations of CONTRACTOR, and premises owned, leased or used by CONTRACTOR. The general liability additional insured endorsement must be signed by an authorized representative of the insurance carrier for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

BC Additional insured endorsement must be signed by an authorized representative of the insurance carrier.

If the policy includes a blanket additional insured endorsement or contractual additional insured coverage, the above signature requirement may be fulfilled by submitting that document with a signed declaration page referencing the blanket endorsement or policy form.

(2) Automobile Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insured's as respects auto liability.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- (1) CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officials, employees and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- (2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees or volunteers.
- (3) Coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:V. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 11 must be declared to and approved by the CITY Risk Management Division in writing prior to execution of this Agreement.

ento Tax ID # if applicable:
il Approval: [] No [X] YES Meeting: 3/8/11
[] Other Party Signature Needed [] Recording Requested

General Information

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Certified Copies of Document:
Deed: [] None [] Included [] Separate
Bid Transaction #: B111531004 E/SBE-DBE-M/WBE:

Department Information

Division: Community Recreation Services
Supervisor: Steve Johnson
Date: 1/13/11 Division Mgr: Alan Tomiyama
Org Number: 19001531

Signature Routing

Table with 2 columns: Signature or Initial, Date. Includes handwritten entries like 'n by BC 1-13-11', 'Cheek 1-13-11', '2 by BC 1-13-11', '2-2-11', '1-27-11', '2-3-11'.

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Accompany ALL Contracts; (01-01-09)

E. Verification of Coverage

- (1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A.
(2) The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement.

F. Subcontractors

CONTRACTOR shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

12. Equal Employment Opportunity. During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".
B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment.
C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions.
E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such

ento

Tax ID # if applicable:

BID NO. B111531004

il Approval: No YES Meeting: 3/8/11

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<i>MTS</i>	1-27-11
Notify for Pick Up- B. Cheek X 6097	
Signature or Initial	Date
<i>[Signature]</i>	2-3-11

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Date: _____

Imaged:

Initial: _____

Date: _____

Received:

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sanctions as it may determine to be appropriate including, but not limited to:

- (1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;
- (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.

- 13. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.
- 14. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
- 15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.
- 16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
- 17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities who will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.
- 18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.

il Approval: No YES Meeting: 3/8/11

Other Party Signature Needed Recording Requested

General Information

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politan Officials Association		Certified Copies of Document.:
es, Basketball and Volleyball	Deed: <input type="checkbox"/> None	
	<input type="checkbox"/> Included <input type="checkbox"/> Separate	
Bid Transaction #: B111531004		E/SBE-DBE-M/WBE:

Department Information

tion Division: Community Recreation Services
 Supervisor: Steve Johnson
 Cheek Date: 1/13/11 Division Mgr: Alan Tomiyama
 Org Number: 19001531
 ill, Basketball and Volleyball

Signature Routing

Signature or Initial	Date
<i>BC</i>	1-13-11
<i>Cheek</i>	1-13-11
<i>BC</i>	1-13-11
<i>BC</i>	2-2-11
<i>BC</i>	2-2-11
<i>MTS</i>	1-27-11
<i>BC</i>	2-3-11

For City Clerk Processing

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Accompany ALL Contracts; (01-01-09)

EXHIBIT E

LIVING WAGE REQUIREMENTS (Nonprofessional Service Agreement)

The Living Wage Ordinance

The City of Sacramento's Living Wage Ordinance (the "LWO") is codified as Chapter 3.58 of the Sacramento City Code. The LWO requires certain firms that enter into agreements or contracts (all subsequent references to a "contract" or "contracts" will refer to both contracts and agreements) to provide certain services to or for the CITY, to pay a specified minimum level of compensation to their employees for time spent performing any work on the CITY contract. The LWO also applies to certain subcontractors.

The LWO applies to contracts entered into, amended, or renewed or extended at the CITY's discretion, on or after March 1, 2004 (the "LWO Effective Date").

Contracts and Contractors Covered by the LWO

Determining whether the LWO applies to a specific CITY contract, contractor or subcontractor, depends on whether the contract, contractor and/or subcontractor meet the criteria specified in the LWO for contract type, contract amount, contractor size (# of employees), subcontract amount and subcontractor size (# of employees). These criteria are summarized below.

Contract Type

The LWO applies only to contracts for Nonprofessional Services. Under the LWO, this includes contracts for any services of a nonprofessional character, including but not limited to tree trimming services, repair services for motor vehicles and office equipment, vehicle towing, and security services.

The LWO does not apply to: (1) Incidental services, such as delivery, installation or maintenance, that are provided under contracts for the purchase or lease of equipment, supplies, or other personal property; (2) contracts that are subject to CITY, state, or federal prevailing-wage requirements; (3) contracts for professional services (including but not limited to services rendered by engineers, architects, auditors, banks, consultants, actuaries and attorneys); and (4) contracts with nonprofit corporations that are organized under section 501 of the Internal Revenue Code and have fewer than 100 employees, whether full or part time.

Contract Amount

The LWO applies to contracts entered into or amended after the LWO Effective Date that provide compensation from the CITY of \$100,000 or more. In addition, the LWO applies to a contract entered into or amended after the LWO Effective Date that, by itself, does not reach this amount, if the aggregate value of that contract and of any other Nonprofessional Services contracts covered by the LWO that the CITY has awarded to the same person or firm within the previous 12 months, is \$100,000 or more. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE WHETHER THIS AGGREGATE VALUE IS \$100,000 OR MORE, AND TO NOTIFY THE CITY IN WRITING WHENEVER THIS IS THE CASE.

il Approval: No YES Meeting: 3/8/11

Other Party Signature Needed Recording Requested

General Information

ces	PO Type:	Attachment: Original No.:
		Original Doc Number: 1
politan Officials Association		Certified Copies of Document::
es, Basketball and Volleyball	Deed: <input type="checkbox"/> None	
	<input type="checkbox"/> Included <input type="checkbox"/> Separate	
Bid Transaction #: B111531004		E/SBE-DBE-M/WBE:

Department Information

tion Division: Community Recreation Services
 Supervisor: Steve Johnson
 Cheek Date: 1/13/11 Division Mgr: Alan Tomiyama
 Org Number: 19001531
 ill, Basketball and Volleyball

Signature Routing

Signature or Initial	Date
<i>BC</i>	1-13-11
<i>Cheek</i>	1-13-11
<i>BC</i>	1-13-11
<i>BT</i>	2-2-11
<i>M</i>	2-2-11
<i>MTS</i>	1-27-11
<i>[Signature]</i>	2-3-11

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Accompany ALL Contracts; (01-01-09)

Contractor Size

The LWO only applies to a contractor that has at least 25 employees, working either full or part time. The number of employees that a contractor has is determined by adding the contractor's employees and the employees of any other person or entity deemed to be a "Related Person" under the LWO.^a

Subcontract Amount

The LWO applies to a subcontractor providing services under a covered contract if the amount of the subcontract is at least 25 % of the contract amount, without regard to the number of employees the subcontractor has.

Subcontractor Size

The LWO also applies to a subcontractor providing services under a covered contract if the subcontractor has at least 25 employees, working either full or part time, whether or not the amount of the subcontract is at least 25 % of the contract amount.

Payment of Living Wage to Covered Employees

If a contractor or subcontractor meets the criteria specified in the LWO for contract type, contract amount, contractor size, subcontract amount and/or subcontractor size, the contractor or subcontractor is deemed to be a "Covered Employer" under the LWO. The LWO requires a Covered Employer to provide specified minimum compensation to its employees who perform work directly related to the CITY contract (these employees are called "Covered Employees" under the LWO), for all hours the Covered Employees perform under the CITY contract.^b

The minimum compensation required is as follows:

- (1) If health benefits are provided to Covered Employees and the Covered Employer's contribution for the benefits is at least \$1.50 for each hour, then the rates are as follows:

^a The LWO provides that a person or entity is a Related Person when any of the following circumstances exists:

- (1) The person or entity and the contractor are both corporations, and (i) share a majority of members of their governing boards, or (ii) have two or more officers in common, or (iii) are controlled by the same majority shareholder or shareholders (control means more than 50% of the corporation's voting power), or (iv) are in a parent-subsidiary relationship (such a relationship exists when one corporation directly or indirectly owns shares possessing more than 50% of another corporation's voting power); or
- (2) The person or entity otherwise controls and directs, or is controlled and directed by, the contractor, as determined by the City Manager.

^b A Covered Employee includes full-time, part-time, contingent, contract and temporary employees, but does not include: (1) individuals who participate in job-training-and-education programs that have, as their express purpose, the provision of basic job skills and education to participants, with the goal of earning a high-school-equivalency diploma and permanent employment; (2) student interns; (3) individuals participating in specialized-training programs; and (4) an employee whose term and conditions of employment are governed by a bona fide collective-bargaining agreement containing an express waiver of the LWO.

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Tax ID # if applicable:

BID NO. B111531004

il Approval: No YES Meeting: 3/8/11

Other Party Signature Needed Recording Requested

General Information

PO Type:	Attachment: Original No.:
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politan Officials Association	Certified Copies of Document::
es, Basketball and Volleyball	Deed: <input type="checkbox"/> None <input type="checkbox"/> Included <input type="checkbox"/> Separate
Bid Transaction #: B111531004	E/SBE-DBE-M/WBE:

Department Information

Division: Community Recreation Services
 Supervisor: Steve Johnson
 Date: 1/13/11 Division Mgr: Alan Tomiyama
 Org Number: 19001531
 Basketball and Volleyball

Signature Routing

Signature or Initial	Date
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<i>BC</i>	1-13-11
<i>BC</i>	2-2-11
<i>BC</i>	2-2-11
<i>MTS</i>	1-27-11
<i>BC</i>	2-3-11

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Accompany ALL Contracts; (01-01-09)

- (a) During 2007, the greater of \$10.00 an hour or \$9.00 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1, 2004, through December 31, 2006.
- (b) For each year after 2007, the rate shall be based on the rate from the immediately preceding year adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1 through December 31 of the immediately preceding year.

(2) If health benefits are not provided to Covered Employees or if health benefits are provided but the Covered Employer's contribution for the benefits is less than \$1.50 for each hour, then the rates are as follows:

- (a) During 2007, the greater of \$11.50 an hour or \$10.50 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1, 2004, through December 31, 2006.
- (b) For each year after 2007, the rate shall be based on the rate from the immediately preceding year adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1 through December 31 of the immediately preceding year.

Notification to Covered Employees

The LWO requires a Covered Employer to give each existing employee and (at the time of hire) each new employee a copy of the following written notification:

This company may enter into a contract to perform services for the City of Sacramento. If you work on such a contract, then you are entitled to be paid a living wage for each hour so worked. For more information, see Chapter 3.58 of the Sacramento City Code, which can be viewed at www.cityofsacramento.org.

The LWO requires the above notification to be provided in each language spoken by 10% or more of the Covered Employer's workforce.

The LWO also requires a Covered Employer to inform all employees of their possible right to the federal Earned Income Credit (EIC), and to make available to those employees any forms required to secure advance EIC payments from the Covered Employer.

Subcontractor Compliance

A contractor is responsible for requiring all of its subcontractors who are covered by these requirements to comply with the provisions of the LWO, by including these requirements in all subcontracts covered by the LWO.

Other Provisions of the LWO

Use of Funds Paid Under CITY Contracts

Under the LWO, Covered Employers may not directly use CITY funds to persuade Covered Employees to support or oppose unionization, and Covered Employers may not directly use CITY funds to schedule or hold meetings related to union representation during the Covered Employees' working hours. These restrictions do not apply to expenditures made during good-

faith collective bargaining or to expenditures required under bona fide collective-bargaining agreements.

No Reduction in Non-Wage Benefits

Under the LWO, Covered Employers may not fund any wage increases required by the LWO, nor shall Covered Employers otherwise respond to the enactment of the LWO, by reducing the health, insurance, pension, vacation, or other non-wage benefits of any of their employees.

No Retaliation

The LWO prohibits a Covered Employer from taking any adverse action against a Covered Employee because the Covered Employee does any of the following: (1) exercises or asserts his or her rights under the LWO; (2) informs or assists other Covered Employees concerning their rights and the Covered Employer's obligations under the LWO; (3) complains about the Covered Employer's failure to comply with the LWO; or (4) seeks to enforce the LWO.

No Reduction in Collective-Bargaining Wage Rates

The LWO does not require or authorize any Covered Employer to reduce wages set by a collective-bargaining agreement or required under any prevailing-wage law.

Violations and Monitoring

The LWO provides that any violation of the LWO by a CITY contractor constitutes a material breach of the contract, and authorizes the CITY to terminate the contract and pursue all available legal and equitable remedies. In order to monitor compliance, the LWO authorizes the CITY to require Covered Employers to verify their compliance with the LWO by submitting certified payroll records to the CITY, and to take such other steps as may be necessary for the CITY to determine whether the requirements of the LWO have been satisfied.

The LWO also includes provisions authorizing an employee or interested person to file a judicial action against a contractor or subcontractor for violation of the LWO.

Declaration of Compliance

To assure compliance with the LWO, any person or entity entering into a contract to provide Nonprofessional Services to or for the CITY, on or after March 1, 2004, is required to provide the CITY with a signed Declaration of Compliance in the form required by the CITY, prior to the CITY's execution of the contract. The Declaration of Compliance shall be signed by a duly authorized representative of the person or entity entering into the contract, and, when accepted by the CITY, shall constitute part of the contract.

Additional Information

- X For a complete description of the LWO's provisions, refer to the LWO codified at Sacramento City Code Chapter 3.58. The Sacramento City Code is available on the internet at www.cityofsacramento.org.
- X For more information on the LWO requirements and the CITY's LWO program, contact Procurement Services, 916-808-6240.

ento Tax ID # if applicable:
il Approval: No YES Meeting: 3/8/11

Other Party Signature Needed Recording Requested

General Information

ices PO Type:	Attachment: Original No.: Original Doc Number: 1
opolitan Officials Association	Certified Copies of Document::
es, Basketball and Volleyball	Deed: <input type="checkbox"/> None <input type="checkbox"/> Included <input type="checkbox"/> Separate
Bid Transaction #: B111531004	E/SBE-DBE-M/WBE:

Department Information

tion Division: Community Recreation Services
Supervisor: Steve Johnson
Cheek Date: 1/13/11 Division Mgr: Alan Tomiyama
Org Number: 19001531
ill, Basketball and Volleyball

Signature Routing

Signature or Initial	Date
<i>BC</i>	1-13-11
<i>Cheek</i>	1-13-11
<i>BC</i>	1-13-11
<i>BT</i>	2-2-11
<i>M</i>	2-2-11
<i>MIS</i>	1-27-11
Notify for Pick Up- B. Cheek X 6097	
<i>[Signature]</i>	2-3-11

For City Clerk Processing

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il Approval: No YES Meeting: 3/8/11

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<i>LMS</i>	1-27-11
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<i>[Signature]</i>	2-3-11

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EXHIBIT F

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits Code (the "Ordinance"), codified as Sacramento City Code Chapter 3.54, prohibits City contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$25,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

The Ordinance does not apply: to subcontractors or subcontracts of any Contractor or contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to permits for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

DEFINITIONS

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

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Tax ID # if applicable:

BID NO. B111531004

Approval: No YES Meeting: 3/8/11

Other Party Signature Needed Recording Requested

General Information

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politan Officials Association	Certified Copies of Document::
es, Basketball and Volleyball	Deed: <input type="checkbox"/> None <input type="checkbox"/> Included <input type="checkbox"/> Separate
Bid Transaction #: B111531004	E/SBE-DBE-M/WBE:

Department Information

Division: Community Recreation Services
 Supervisor: Steve Johnson
 Date: 1/13/11 Division Mgr: Alan Tomiyama
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ill, Basketball and Volleyball

Signature Routing

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<i>BT</i>	2-2-11
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Accompany ALL Contracts; (01-01-09)

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"Contractor" means any person or persons, firm partnership or corporation, company, or combination thereof, that enters into a Contract with the City. "Contractor" does not include a public entity.

"Domestic Partner" means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

"Employee Benefits" means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees. "Employee benefits" shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state.

CONTRACTOR'S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee's name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

(a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form, signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.

(b) The Contractor shall give each existing employee working directing on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as Attachment "A."

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as Attachment "B."

Attachment A



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

On (date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for (contract details), and as a condition of that contract, agreed to abide by the requirements of the City's Non-Discrimination In Employee Benefits Code (Sacramento City Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees.

The Ordinance covers any employee working on the specific contract referenced above, but only for the period of time while those employees are actually working on this specific contract.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,

ento Tax ID # if applicable:
 il Approval: No YES Meeting: 3/8/11
 Other Party Signature Needed Recording Requested

General Information

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es, Basketball and Volleyball	Deed: <input type="checkbox"/> None <input type="checkbox"/> Included <input type="checkbox"/> Separate
Bid Transaction #: B111531004	E/SBE-DBE-M/WBE:

Department Information

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 Supervisor: Steve Johnson
 Cheek Date: 1/13/11 Division Mgr: Alan Tomiyama
 Org Number: 19001531
 ll, Basketball and Volleyball

Signature Routing

Signature or Initial	Date
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<i>BC</i>	2-2-11
<i>MTS</i>	1-27-11
<i>BC</i>	2-3-11

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Notify for Pick Up- B. Cheek X 6097

Signature or Initial Date

You May ...

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento
Procurement Services
5730 24th Street, Bldg. 1
Sacramento, CA 95822
- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
 - Reinstatement, injunctive relief, compensatory damages and punitive damages
 - Reasonable attorney's fees and costs

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<i>[Signature]</i>	2-3-11

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Notify for Pick Up- B. Cheek X 6097	
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<i>[Signature]</i>	2-3-11

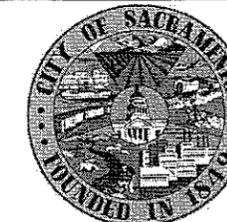
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Attachment B



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

If you feel you have been discriminated against by your employer ...

You May ...

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

 City of Sacramento
 Procurement Services
 5730 24th Street, Bldg. 1
 Sacramento, CA 95822
- Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance ...

You May Also ...

Submit a written complaint to the City of Sacramento, Contract Services Unit, at the same address, containing the details of the alleged violation.

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 Tax ID # if applicable:
 il Approval: No YES Meeting: 3/8/11
 Other Party Signature Needed Recording Requested

General Information

ces PO Type: Attachment: Original No.:
 Original Doc Number: 1

opolitan Officials Association Certified Copies of Document::

es, Basketball and Volleyball Deed: None
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Bid Transaction #: B111531004 E/SBE-DBE-M/WBE:

Department Information

tion Division: Community Recreation Services
 Supervisor: Steve Johnson
 Cheek Date: 1/13/11 Division Mgr: Alan Tomiyama
 Org Number: 19001531
 ill, Basketball and Volleyball

Signature Routing

Signature or Initial	Date
<i>BC</i>	1-13-11
<i>Cheek</i>	1-13-11
<i>BC</i>	1-13-11
<i>BT</i>	2-2-11
<i>M</i>	2-2-11
<i>MIS</i>	1-27-11
<i>[Signature]</i>	2-3-11

For City Clerk Processing

Finalized:
 Initial:
 Date: _____

Imaged:
 Initial: _____
 Date: _____

Received:
 (City Clerk Stamp Here)

Accompany ALL Contracts;
 (01-01-09)



CERTIFICATE OF LIABILITY INSURANCE

OP ID: WK
 DATE (MM/DD/YYYY)
 01/25/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bollinger, Inc. 101 JFK Parkway Short Hills, NJ 07078-5000 Michael Richards	800-526-1379 973-921-2876	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: SACRAM1	FAX (A/C, No):
INSURED Sacramento Metropolitan Officials Association PO Box 19210 Sacramento, CA 95819	INSURER(S) AFFORDING COVERAGE INSURER A: Markel Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 38970	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Incl Participants GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	3602AH235586	04/10/10	04/10/11	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DEDUCTIBLE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Accident Insurance Full Excess		4102AH235583	04/10/10	04/10/11	Med Max: 100,000 Ded: \$500/claim

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Coverage is provided under this policy only for sponsored/supervised activities of the named insured for which a premium has been paid. The City of Sacramento, its officials, agents, employees & volunteers are named as additional insured.

CERTIFICATE HOLDER CITYSAC City of Sacramento 915 I St. Sacramento, CA 95814	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>[Signature]</i>
--	---

ento

Tax ID # if applicable:

il Approval: No YES Meeting: 3/8/11

Other Party Signature Needed Recording Requested

General Information

ces	PO Type:	Attachment: Original No.:
		Original Doc Number: 1
politan Officials Association		Certified Copies of Document.:
es, Basketball and Volleyball		Deed: <input type="checkbox"/> None <input type="checkbox"/> Included <input type="checkbox"/> Separate
Bid Transaction #: B111531004		E/SBE-DBE-M/WBE:

Department Information

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Cheek Date: 1/13/11 Division Mgr: Alan Tomiyama
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<i>BC</i>	2-2-11
<i>M</i>	2-2-11
<i>MIS</i>	1-27-11
Signature or Initial	Date
<i>[Signature]</i>	2-3-11

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(City Clerk Stamp Here)

Accompany ALL Contracts;
(01-01-09)

POLICY NUMBER: 3602AH235586 - 8

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
The City of Sacramento, its officials, agents, employees and volunteers 915 I Street Sacramento, CA 95814

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations;
- B. In connection with your premises owned by or rented to you.

ento Tax ID # if applicable:
 il Approval: No YES Meeting: 3/8/11
 Other Party Signature Needed Recording Requested

General Information

ces PO Type:	Attachment: Original No.: Original Doc Number: 1
opolitan Officials Association	Certified Copies of Document::
es, Basketball and Volleyball	Deed: <input type="checkbox"/> None <input type="checkbox"/> Included <input type="checkbox"/> Separate
Bid Transaction #: B111531004	E/SBE-DBE-M/WBE:

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Signature Routing

Signature or Initial	Date
in by BC	1-13-11
Cheek	1-13-11
2 by BC	1-13-11
BT	2-2-11
M	2-2-11
Signature or Initial	Date
MTS	1-27-11
Signature or Initial	Date
[Signature]	2-3-11

For City Clerk Processing

Finalized:
 Initial: []
 Date: []

Imaged:
 Initial: []
 Date: []

Received:
 (City Clerk Stamp Here)

Accompany ALL Contracts;
 (01-01-09)

Policy Change Number 2

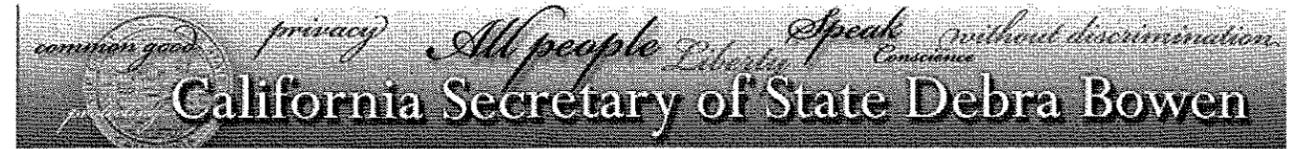
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

THIS ENDORSEMENT FORMS A PART OF THE POLICY NUMBERED BELOW:

POLICY NUMBER 3602AH235586 - 8	POLICY CHANGES EFFECTIVE 04-10-2010	COMPANY Markel Insurance Company	
NAMED INSURED Sacramento Metropolitan Officials Association		AUTHORIZED REPRESENTATIVE Bruce A. Kay	
COVERAGE PARTS AFFECTED			
CHANGES			
It is hereby understood and agreed that the additional insured is added to the policy as follows: The City of Sacramento, its officials, agents, employees and volunteers 915 I Street Sacramento, CA 95814 All other terms and conditions remain the same.			
The above amendment(s) result in a change in premium as follows:			
<input type="checkbox"/> NO CHANGES	<input type="checkbox"/> TO BE ADJUSTED AT AUDIT	ADDITIONAL PREMIUM	RETURN PREMIUM
		\$ 0.00	\$

Bruce A. Kay *Bruce A. Kay*
 Authorized Representative Signature



Business Entities (BE)

- Online Services
 - Business Search
 - Disclosure Search
 - E-File Statements
 - Processing Times

Main Page

Service Options

Name Availability

Forms, Samples & Fees

Annual/Biennial Statements

Filing Tips

Information Requests
(certificates, copies & status reports)

Service of Process

FAQs

Contact Information

Resources

- Business Resources
- Tax Information
- Starting A Business
- International Business Relations Program

Customer Alert
(misleading business solicitations)

Business Search - Results

Data is updated weekly and is current as of Friday, January 28, 2011. It is not a complete or certified record.

- Select an entity name below to view additional information. Results are listed alphabetically in ascending order.
- For information on checking or reserving a name, refer to **Name Availability**.
- For information on ordering certificates, copies of documents and/or status reports or to request a more detailed search, refer to **Information Requests**.
- For help with searching an entity name, refer to **Search Tips**.
- For descriptions of the various fields and status types, refer to **Field Descriptions and Status Definitions**.

Results of search for " SACRAMENTO METROPOLITAN OFFICIALS " returned 1 entity record.

Entity Number	Date Filed	Status	Entity Name	Age
C1281733	07/29/1985	ACTIVE	SACRAMENTO METROPOLITAN OFFICIALS ASSOCIATION	BRU

[Modify Search](#) [New Search](#)

[Privacy Statement](#) | [Free Document Readers](#)

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ento Tax ID # if applicable:

il Approval: No YES Meeting: 3/8/11

Other Party Signature Needed Recording Requested

General Information

ces PO Type: Attachment: Original No.:
Original Doc Number: 1

opolitan Officials Association Certified Copies of Document::

es, Basketball and Volleyball Deed: None
 Included Separate

Bid Transaction #: B111531004 E/SBE-DBE-M/WBE:

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Signature or Initial	Date
[Signature]	2-3-11

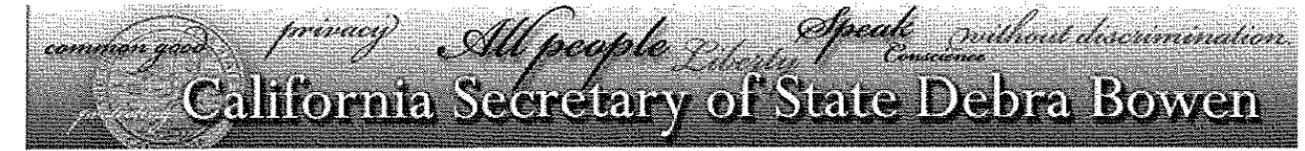
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Accompany ALL Contracts;
(01-01-09)



ento Tax ID # if applicable:
Approval: [] No [X] YES Meeting: 3/8/11
[] Other Party Signature Needed [] Recording Requested

General Information
Attachment: Original No.:
Original Doc Number: 1
Certified Copies of Document::
Deed: [] None [] Included [] Separate
Bid Transaction #: B111531004 E/SBE-DBE-M/WBE:

Department Information
Division: Community Recreation Services
Supervisor: Steve Johnson
Date: 1/13/11 Division Mgr: Alan Tomiyama
Org Number: 19001531

Signature Routing table with columns: Signature or Initial, Date. Includes entries for 'n by BC', 'Cheek', 'J by BC', 'M', 'MIS', and 'A'.

For City Clerk Processing
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Business Entity Detail
Entity Name: SACRAMENTO METROPOLITAN OFFICIALS ASSOCIATION
Entity Number: C1281733
Date Filed: 07/29/1985
Status: ACTIVE
Jurisdiction: CALIFORNIA
Entity Address: PO BOX 19210
Agent for Service of Process: BRUCE DAVID ROBBINS
Agent Address: BRUCE ROBBINS, 9381 MIRA DEL RIO DRIVE
Agent City, State, Zip: SACRAMENTO CA 95827

- * Indicates the information is not contained in the California Secretary of State's database.
• If the status of the corporation is "Surrender," the agent for service of process is automatically revoked.
• For information on checking or reserving a name, refer to Name Availability.
• For information on ordering certificates, copies of documents and/or status reports or to request a more Information Requests.
• For help with searching an entity name, refer to Search Tips.
• For descriptions of the various fields and status types, refer to Field Descriptions and Status Definiti