



FILED

Greater Sacramento Softball Association

JAN 09 2008

By The
Office of The City Clerk

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
915 I Street
City Clerk's Office
Sacramento, CA 95814

January 5, 2008

RE BID B08118044

Enclosed is the Greater Sacramento Softball Association's proposal for BID B0811804. Thank you for the opportunity to make this proposal and bid.

GSSA feels uniquely qualified to continue the relationship with the City. Established as a non-profit organization we believe that the City and GSSA's goals for softball are common. Long before the Sacramento Softball Complex was built, GSSA has provided softball umpires for the City of Sacramento. GSSA and the City have collaborated to bring great events to the region along with an outstanding day to day softball operation. This team effort has allowed Sacramento and ASA to be one of the premier organizations providing softball services in the country. This is a great partnership.

This bid document is a new process for GSSA and we have made some assumptions. Our bid is based on these items.

- It is our understanding that the unit price is per official per two man game. In addition we have included the full cost of each game in this unit price. There are no additional charges per game.
- The umpire game fee for 2008 is exactly the same as the umpire game fee in 2007. There is a slight increase in the administrative charge creating a very small increase in the full unit price.

We look forward to the continued opportunity to work with the City and are very excited about bringing the USA Olympic Softball Team to Sacramento on May 19, 2008. If there are any questions, please do not hesitate to contact Bill Gubel our Umpire in Chief or myself.

Most Sincerely,

Jeff Dubchansky

Jeff Dubchansky
Commissioner
GSSA



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January 5, 2008

RE: BID B08118044

Scorekeeper Schedule

As there has been some question on the payment and schedule of scorekeepers at the Sacramento Softball Complex and other facilities, GSSA wanted this to be noted.

GSSA is willing to work with the City on the payment and schedule of scorekeepers. We have been notified and in a phone call with your office that the scorekeepers are not part of this bid agreement. We understand the Living Wage Ordinance and can work within those regulations. If the City would like to continue dialogue on the payment and scheduling of scorekeepers, GSSA is ready to have that discussion.

Most Sincerely,

Jeff Dubchansky

Jeff Dubchansky
Commissioner
GSSA



CITY OF SACRAMENTO

PROCUREMENT SERVICES DIVISION

Bid Number: B081181044

**INVITATION FOR BID
And
Contract Specifications**

FOR: Sports Officials

Bids Must Be Received Prior To 2:00 P.M. on January 9, 2008

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

Pre-Bid Conference: December 21, 2007 at 2:00 PM
Recommended: Yes Historic City Hall, 915 I Street-2nd Floor
Sacramento, Ca 95814
 No

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

Name of Bidder: GREATER SACRAMENTO SOFTBALL ASSOC.

Address: 6742 AUBURN BLVD.

City, State, Zip Code: CITRUS HEIGHTS CA 95621

Phone Number: 916-622-9060

Email Address: jdubchansky@sacramentoasa.org
bill@gubel.com

SECTION I – REQUIREMENTS

C. BID SIGNATURE PAGE

BID NO. B081181044

FOR SERVICES/SUPPLIES: Sports 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 ASSOC

ADDRESS: 6742 AUBURN BLVD CITRUS HTS CA 95621

PHONE #: 916-622-9060 FAX #: 916-684-5156 E-MAIL: jdubchansky@sacramentoase.org

STATE TAX I.D. #: 00538160 FED. TAX I.D. #: 94-2567628

City of Sacramento Business Operation Tax Certificate #: _____
(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

BID NO. B081181044

TITLE: COMMISSIONER

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.

SECTION II – CONTRACT DOCUMENTS

A. GENERAL CONDITIONS

Independent Contractor.

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.)

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.

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.

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.

Licenses; Permits, Etc. CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever

BID NO. B081181044

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.

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.

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.

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.

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.

CONTRACTOR Information.

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

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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.

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.

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.

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.

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.

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.

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.

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. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

Insurance Requirements. During the entire term of this Agreement, CONTRACTOR shall maintain the insurance coverage as described below:

The City of Sacramento requires the use of the standard ACORD Certificate of Insurance form; reference the agreement, contract or project name and number in the "Description of Operations" block. Additional Endorsements are required for General Liability and Automobile coverage and must be signed by an authorized representative of the insurance carrier.

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. No additional compensation will be provided for CONTRACTOR's insurance premiums.

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.

Minimum Scope & Limits of Insurance Coverage

(1) Commercial General Liability Insurance, providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

(2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the CONTRACTOR.

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." GP (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). The Worker's Compensation policy shall include a waiver of subrogation for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

_____ 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." CP (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 insureds 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:

 X 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 insureds 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.

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

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".

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.

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.

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.

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:

Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;

Cancellation, termination, or suspension of the Agreement, in whole or in part.

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.

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.

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.

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.

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.

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.

BID NO. B081181044

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.

SECTION II – CONTRACT DOCUMENTS

B. SPECIAL PROVISIONS

Representatives.

The CITY Representatives for this Agreement is:

Ron Kashiwase
rkash@cityofsacramento.org
916 808 -2307

and

Don Barney
916 808-6082
sportcomplex@cityofsacramento.org

and

Ted Davis
916 808-6173
tdavis@cityofsacramento.org

City of Sacramento
Department of Parks and Recreation
6005 Folsom Blvd
Sacramento CA 95819

or other persons designated by the City of Sacramento as necessary over the contract life.

All Contractor questions pertaining to this agreement shall be referred to the City representative. All City questions pertaining to this agreement shall be referred to one of the Contractor representatives.

BID NO.

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:

Name/Title JEFF DUBCHANSKY
Address 6742 AUBURN BLVD. CH CA
Phone/Fax/E-mail 916-521-7574 95621

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.

SECTION III – BIDDER RESPONSE DOCUMENTS

A. 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. LOCAL BUSINESS SALES/USE TAX DEDUCTION

The Sacramento City Code requires the City to identify those bids that are subject 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 Sacramento 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. The current rate at which such local sales or use tax is received by the City is one percent (1%). Therefore, in evaluating bids to determine the lowest responsible bidder, bids that are subject to this tax at the time of bid opening shall have an amount equal to one percent (1%) of the taxable total deducted from the bids. This deduction shall be in addition to the application of any bid price preferences or other deductions authorized by the City Code. Such deductions shall be made for bid evaluation purposes only. Contract awards shall be made at the actual bid amount.

In order to identify those bids that are subject to the City's local sales or use tax, all bidders shall respond to the following:

Does the bidder have fixed offices or locally taxable distribution points within the boundaries of the City of Sacramento? ___ Yes; or No

If the answer to Question #1 is "Yes":

1) Provide the address of the bidder's fixed offices or locally taxable distribution point(s):

Specify: fixed office location or distribution point(s): _____

a. Provide the bidder's current, valid City of Sacramento Business Operations Tax Certificate Number: _____

3. DELIVERY GUARANTEE

Contractor guarantees delivery within 15 days after receipt of order (ARO).

4. 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").

SECTION III – BIDDER RESPONSE DOCUMENTS

I. DECLARATION OF COMPLIANCE
Living Wage Ordinance

Name of Contractor: GREATER SACRAMENTO SOFTBALL ASSOC

Address: 6742 AUBURN BLVD. CITRUS HTS CA 95621

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

1. I have read and understand the Living Wage Requirements provided to me by the City of Sacramento ("City") in connection with the City's request for proposals or other solicitation for the performance of services under a City contract.
2. As a condition of receiving the City contract, I agree to fully comply with the Living Wage Requirements, as well as any additional requirements that may be specified in the City's Living Wage Ordinance codified at Chapter 3.58 of the Sacramento City Code (the "Ordinance"). If required by the Ordinance, I will pay not less than the minimum compensation specified in the Ordinance to my employees, for all time spent performing any work under my City contract.
3. If the amount of my City contract is less than \$100,000, as a condition of receiving this contract I will notify the City in writing if the aggregate value of my City contract and of any other Nonprofessional Services contract(s) covered by the Ordinance that the City has awarded to me within the previous 12 months, is \$100,000 or more.
4. I acknowledge and agree that the Living Wage Requirements, the Ordinance and this Declaration shall constitute part of my City contract, and that these provisions shall govern in the event of any conflict with any other provisions of the contract.
5. I further acknowledge and agree that any violation of the Living Wage Requirements or the Ordinance constitutes a material breach of my City contract, and that, if such a breach occurs, the City will be authorized to terminate the contact, and pursue all available legal and equitable remedies.
6. If requested by the City, I will promptly submit certified payroll records to the City, for myself and/or for my subcontractor(s), as requested by the City, and I will take any other steps as may be required by the City to determine whether my subcontractor(s) or I have complied with the Living Wage Requirements and the Ordinance.
7. I will require all of my subcontractors who are covered by these requirements to comply with the Living Wage Requirements and any additional requirements that may be specified in the Ordinance, and I will include these requirements in all subcontracts covered by the Ordinance.
8. I will 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 City's Living Wage Requirements or the Ordinance by me or by any subcontractor retained to perform work or provide services under my City contract.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind the Contractor to the provisions of this Declaration.

Jeff Dubchansky
Signature of Authorized Representative

Date: 1-5-08

Print name: JEFF DUBCHANSKY

Title: COMMISSIONER

SECTION III – BIDDER RESPONSE DOCUMENTS

F. 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 Dubchansky Commissioner Date: 1/5/08

Signature Title

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.

SECTION III – BIDDER RESPONSE DOCUMENTS

H. DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

GREATER SACRAMENTO SOFTBALL ASSOC.
Name of Contractor

6742 AUBURN BLVD. CITRUS HTS CA 95621
Address

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

1. I have read and understand the Non-Discrimination In Employee Benefits By City Contractors Ordinance ("Ordinance") provided to me by the City of Sacramento ("City") in connection with the City's request for proposals or other solicitations for the performance of services, or for the provision of commodities, under a City contract or agreement ("Contract").
2. As a condition of receiving the City Contract, I agree to fully comply with the requirements of the Ordinance, codified as Chapter 3. 54 of the Sacramento City Code.
3. If the face amount of this City Contract is less than \$25,000, as a condition of receiving this Contract, I agree to notify the City in writing if the aggregate value of the City Contract referenced herein, after changes, modifications, or similar actions, equals or exceeds \$25,000 in total value.
4. I understand, 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

I agree that should I offer any of the above listed employee benefits, that I 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.

5. I understand that I will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
 - a. In the event that 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, I will not be required to provide the benefit, nor shall it be deemed discriminatory, if I require the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.

BID NO. B081181044

- b. In the event I am unable to provide a certain benefit, despite taking reasonable measures to do so, if I provide the employee with a cash equivalent, I will not be deemed to be discriminating in the application of that benefit.
- c. If I provide employee benefits neither to employee's spouses nor to employee's domestic partners.
- d. If I provide employee benefits to employees on a basis unrelated to marital or domestic partner status.
- e. If I submit, to the Program Coordinator, written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies which are to be enacted before the first effective date after the first open enrollment process following the date the Contract is executed with the City.

I understand that any delay in the implementation of such policies may not exceed one (1) year from the date the Contract is executed with 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, in the infrastructure, 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 the Contract is executed with the City.

- g. Until the expiration of a current collective bargaining agreement(s) where, in fact, employee benefits are governed by a collective bargaining agreement(s).
- h. I take all reasonable measures to end discrimination in employee benefits by either requesting the union(s) involved agree to reopen the agreement(s) in order for me to take whatever steps are necessary to end discrimination in employee benefits or by my ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
- i. In the event I cannot end discrimination in employee benefits despite taking all reasonable measures to do so, I will provide a cash equivalent to eligible employees for whom employee benefits (as listed previously), are not available.

Unless otherwise authorized in writing by the City Manager, I understand this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or no longer than three (3) months from the date the Contract is executed with the City.

- 6. I understand that failure to comply with the provisions of Section 5. (a) through 4. (i), above, will subject me 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; deemed ineligible for future contracts for up to two (2) years; 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.
- 7. I understand and do hereby agree to provide each current employee and, within ten (10) days of hire, each new employee, of their rights under the Ordinance. I further agree to maintain a copy of each such letter provided, in an appropriate file for possible inspection by an authorized representative of the City. I also agree to prominently display a poster informing each employee of these rights.

8. I understand that I have the right to request an exemption to the benefit provisions of the Ordinance when such a request is submitted to the Procurement Services Division, in writing with sufficient justification for resolution, prior to contract award.

I further understand that the City may request a waiver or exemption to the provisions or requirements of the Ordinance, when only one contractor is available to enter into a contract or agreement to occupy and use City property on terms and conditions established by the City; when sole source conditions exist for goods, services, public project or improvements and related construction services; when there are no responsive bidders to the EBO requirements and the contract is for essential goods or services; when emergency conditions with public health and safety implications exist; or when the contract is for specialized legal services if in the best interest of the City.

9. In consideration of the foregoing, I shall 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 City's Equal Benefits Requirements or of the Ordinance by me.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind the Contractor to the provisions of this Declaration.

Jeff Dubchansky
Signature of Authorized Representative

1-5-08
Date

JEFF DUBCHANSKY
Print Name
Commissioner
Title

DATE BID OPENED	<u>1-9-08</u>
EMPLOYER INITIALS	<u>V.M.</u>
MARK ONE BOX FOR EACH ITEM ONLY	
BID SECURITY	
<input checked="" type="checkbox"/>	NONE REQUIRED
<input type="checkbox"/>	PROPERLY SIGNED
BID DEPOSIT TYPE	
<input type="checkbox"/>	BID BOND
<input type="checkbox"/>	CALIF. BANK CASHIER'S CHECK
<input type="checkbox"/>	CERTIFIED CHECK
<input type="checkbox"/>	CASH
<input type="checkbox"/>	CALIF. BANK MONEY ORDER
AFTER AWARD OF BID	
<input type="checkbox"/>	SECURITY RETURNED
<input type="checkbox"/>	SECURITY ACCEPTED
EMPLOYEE INITIALS _____	
DATE _____	

The bid items are for evaluation purposes only. The quantities and items specified are estimates only of the City's requirements. Vendor agrees to furnish more or less than the estimates at the unit prices quoted in accordance with availability of funds and actual needs as they occur throughout the contract period. The Unit Price needs to also include any administrative charges.

The pricing schedule contains the number of games anticipated the first year. Each bidder will bid and will be evaluated on each sport category. Each bidder can choose all or a portion of the sport categories to bid upon. The City reserves the right to make separate awards for any item or category/group of items to the lowest responsible bidders for any following pricing options.

Option 1: One year contract with four 1-year renewal option if requested by City.

Option 2: Three years contract with two 1-year renewal option if requested by City.

Option 3: Five years contract with no renewal option.

Softball: Schedule 1-option (1): One year contract with four 1-year renewal option if requested by City

Description	Estimated Quantity for 1st year period (hrs)	Unit Price	Ext.	Proposed increase in 2nd year (%)	Proposed increase in 3rd year (%)	Proposed increase in 4th year (%)	Proposed increase in 5th year (%)
Officials	4,980	\$ 20.52	\$ 102,190	21.60 5%	22.68 5%	23.76 5%	23.76 0

Softball: Schedule 1-option (2): Three years contract with two 1-year renewal option if requested by City

Description	Estimated Quantity for 3-year period (hrs)	Unit Price	Ext.	Proposed increase in 4th year (%)	Proposed increase in 5th year (%)
Officials	14,940	\$ 21.60	\$ 322,704	23.76 10%	23.76 0

Softball: Schedule 1-option (3)

Description	Estimated Quantity for 5-year period (hrs)	Unit Price	Extension
Officials	24,900	\$ 22.68	\$ 564,732

* UNIT PRICE IS PER OFFICIAL/PER 2-MAN GAME.
 ** 2008 RATE ^{TO UMPIRE} SAME AS 2007

BID NO. B081181044

Summary of Sport Categories submitted by Contractor—Option 1: One year contract with four 1-year renewal option if requested by City.

Softball Sub-Total.....	\$ <u>20.52/unit 102,190 1yr</u>
Baseball Sub-Total.....	\$ _____
Volleyball Sub-Total.....	\$ _____
Basketball Sub-Total.....	\$ _____
Total Bid	\$ <u>20.52/unit 102,190 1yr</u>

Summary of Sport Categories submitted by Contractor—Option 2: Three years contract with two 1-year renewal option if requested by City.

Softball Sub-Total.....	\$ <u>21.60/unit 322,704 3yr</u>
Baseball Sub-Total.....	\$ _____
Volleyball Sub-Total.....	\$ _____
Basketball Sub-Total.....	\$ _____
Total Bid	\$ <u>21.60/unit 322,704 3yr</u>

Summary of Sport Categories submitted by Contractor—Option 3: Five years contract with no renewal option.

Softball Sub-Total.....	\$ <u>22.68/unit 564,732/5yr</u>
Baseball Sub-Total.....	\$ _____
Volleyball Sub-Total.....	\$ _____
Basketball Sub-Total.....	\$ _____
Total Bid	\$ <u>22.68/unit 564,732/5yr</u>



CITY OF SACRAMENTO
JAN 07 2008

CITY OF SACRAMENTO
REVENUE DIVISION
BUSINESS OPERATIONS TAX APPLICATION

No 155592

PAID
BUSINESS NAME GREATER SACRAMENTO SOFTBALL ASSOC. STARTING DATE 02 01 08
BUSINESS DESCRIPTION ADULT/YOUTH SOFTBALL SERVICES Mo Day Yr
BUSINESS ADDRESS 6742 AUBURN BLVD. CIT. HTS CA
Street No Street Name
CITRUS HEIGHTS CA 95621 (916) 684-5098
City State ZIP Code Phone Number

Business Zoned: Commercial or Residential Home Occupation Permit # _____ (Check one)

COMPLETE THIS SECTION IF MAILING INFORMATION IS DIFFERENT THAN ABOVE

MAILING NAME _____
ATTENTION _____
ADDRESS _____
Street No. _____ Street Name _____
City _____ State _____ Zip Code _____

PRIMARY OWNER/
CORPORATION DUBCHANSKY JEFF (916) 783-9662
Last First MI Home / Business Ph. No.

HOME /CORPORATE
ADDRESS 6742 AUBURN BLVD.
Street No Street Name
CITRUS HTS CA 95621
City State Zip Code

CHECK ONE:
 SOLE PROPRIETOR
 PARTNERSHIP
 CORPORATION

OWNER NAME #2
SHAREHOLDER MAUDSLEY DAVE
Last First MI
OWNER NAME #3
SHAREHOLDER GUBEL Bill
Last First MI

FEDERAL EMPLOYER'S I.D. NO. 94-2567628 STATE EMPLOYER'S I.D. NO. D0538160
SOCIAL SECURITY NO. 572-04-5013 SALES & USE TAX PERMIT NO. SRK H28-818360

901 CODE _____ CLASS _____ BIA - CODE _____

COMPLETE INFORMATION FOR ITEM(S) CHECKED ()

- 1. GROSS RECEIPTS - Estimate for first year: \$ 100,000
- ~~100,000~~ 2. GROSS PAYROLL - Estimate for first year: \$ 100,000
- 3. NUMBER OF YEARS LICENSED BY THE STATE OF CALIFORNIA: _____
- 4. NUMBER OF PROFESSIONAL EMPLOYEES (LICENSED BY THE STATE): _____
- 5. NUMBER OF RENTAL UNITS: _____

I declare under penalty of perjury that to my knowledge all information contained on this application is true and correct. This tax certificate is for revenue purposes only and does not imply conformance with applicable city codes and ordinances. You are advised to check your proposed business location and structure with the City Planning Division for compliance with zoning codes and the Building Inspections Division for compliance with building codes.

SIGN HERE Jeff Dubchansky DATE 1/7/08

TEMPORARY CERTIFICATE
Not Valid More Than 45 Days
from Validation Date
Your Business Tax Certificate will be
sent to you in approximately two weeks.
This Certificate Must Be Renewed
Annually

VOID
CITY OF SACRAMENTO
IF NOT
JAN 07 2008
VALIDATED
PAID

Tax \$ 66.00
BIA \$ 00
TRN/DUP \$ _____
PEN \$ _____
TOTAL \$ 66.00
By mm

Mail To: City of Sacramento *915 I Street, Room 1214* Sacramento, CA 95814 (916) 808-8500

✓ 7412

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

1/7/2008

PRODUCER Bollinger, Inc. 101 JFK Parkway Short Hills, NJ 07078-5000 Phone No. 800-526-1379 Fax No 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	
INSURER A: Markel Insurance Company	
INSURER B: Markel Insurance Company	
INSURER C: _____	
INSURER D: _____	
INSURER E: _____	

INSURED
Amateur Softball Association and Members of Sacramento ASA JO Indiv Reg Program
 Jeff Dubchansky
 6742 Auburn Blvd.
 Citrus Heights CA 95621

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 LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Participant Liabi GEN'L AGGREGATE LIMIT APPLIES PER. POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	3602AH230069	01/01/08	01/01/09	EACH OCCURRENCE \$ 2,000,000
					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
	<input type="checkbox"/> 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) \$
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY EA ACCIDENT \$
					OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	<input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE Umbrella Form <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$
					AGGREGATE \$
					\$
					\$
					\$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTH-ER \$
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
B	<input type="checkbox"/> OTHER Accident Medical Full Excess	4102AH220317	01/01/08	01/01/09	Med Max. \$250,000

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. Certificate holder is named as an additional insured. This certificate is issued on behalf of: GSSA

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____	CANCELLATION
City of Sacramento	CA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> 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
All Fields and Facilities Sacramento		


THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION FOR
AMATEUR SOFTBALL ASSOCIATION OF AMERICA ACTIVITIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Named Insured: Amateur Softball Association and Members of Sacramento ASA JO Indiv Reg Program City of Sacramento		
Policy Number 3602AH230069	Policy Period 01/01/08 - 01/01/09	Endorsement Effective Date As shown on the attached Certificate of Insurance
Issued By MARKEL INSURANCE COMPANY	Authorized Representative 	

The above information is required only when this endorsement is prepared after the policy is issued

SCHEDULE

Name of Person or Organization:

As Show on the Attached Certificate of Insurance

A. The following is added to Section II – WHO IS AN INSURED:

The person or organization shown in the above SCHEDULE but only with respect to liability arising out of the organization, promotion, administration and conduct of amateur softball activities, including games, practices, tournaments, and fund-raising activities, under the rules of the Amateur Softball Association of America, provided:

- a. That if the person or organization is designated as a Team, the person or organization so designated shall be deemed to include team members, managers, coaches, assistants, batboys, registered scorekeepers, sponsors, any other individual participating in the official functions of the team, and if so indicated, a Field Owner, but only for liability arising out of the designated Team's amateur softball activities covered under this policy;
- b. That if the person or organization is designated as a League, the interest of the League shall not be included unless all teams in the League purchase this insurance.

When the interest of the League is so included, the person or organization designated as a League shall be deemed to include all teams in the league and team members, managers, coaches, assistants, batboys, registered scorekeepers, sponsors, any other individual participating in the official functions of the League or of any such teams, and if so indicated, a Field Owner, but only for liability arising out of the designated League's amateur softball activities covered under this policy;

All other terms and conditions of this policy remain unchanged.

ADDENDUM NO. 1 TO Bid NO. B081181044

FOR: SPORTS OFFICIALS

1. The Bid due date (of) January 9, 2008 has not been changed.
2. The following paragraphs have been changed as follows:

Page 35, Paragraph No.1: Overall General Scope

Add at the end of paragraph:

Each interested bidder may place a bid on just one of the 4 sport categories, any two of the 4 sport categories, 3 of the 4 sport categories, or all four sport categories. Each sport activities will be evaluated separately and the City may make multiple (up to four) awards on this invitation to bid.

On Page 35: Paragraph No.3--Sport Requirements for Softball:

Delete: Contractor shall have at least one year of actual experience in providing official services.

Existing verbiage: The contractor shall provide adequate and suitable equipment to meet the requirements of the sport category and when ordered by the city, remove unsuitable equipment form the work site.

Changed to: The contractor shall provide equipment suitable for the sport activity to which they are assigned to officiate. Officials, when ordered by the City, shall remove unsuitable equipment from the work site.

Page 36: Paragraph No.7--Sport Requirements for Baseball:

Add to definition of base retainer:

This service applies to William Land Park and the charge for this extra service needs to be built into the hourly rate for the overall baseball bid.

Delete: Contractor shall have at least one year of actual experience in providing official services.

Existing verbiage: The contractor shall provide adequate and suitable equipment to meet the requirements of the sport category and when ordered by the city, remove unsuitable equipment form the work site.

Changed to read: The contractor shall provide equipment suitable for the sport activity to which they are assigned to officiate. Officials, when ordered by the City, shall remove unsuitable equipment from the work site.

Page 37: Paragraph No.9--Sport Requirements for Volleyball:

Delete: Contractor shall have at least one year of actual experience in providing official services.

Existing verbiage: The contractor shall provide adequate and suitable equipment to meet the requirements of the sport category and when ordered by the city, remove unsuitable equipment from the work site.

Changed to read: The contractor shall provide equipment suitable for the sport activity to which they are assigned to officiate. Officials, when ordered by the City, shall remove unsuitable equipment from the work site.

Page 38: Paragraph No.10--Sport Requirements for Basketball:

Existing verbiage: Contractor shall provide sport officiating services required for softball, baseball, basketball, volleyball and unassigned related sports.

Changed to read: Contractor shall provide sport officiating services required for basketball.

Delete: Contractor shall have at least one year of actual experience in providing official services.

Existing verbiage: The contractor shall provide adequate and suitable equipment to meet the requirements of the sport category and when ordered by the city, remove unsuitable equipment from the work site.

Changed to read: The contractor shall provide equipment suitable for the sport activity to which they are assigned to officiate. Officials, when ordered by the City, shall remove unsuitable equipment from the work site.

Page 57: Paragraph No.3-- Pricing schedule:

Add:

A small administrative fee will be allowed to be added to the invoices to cover the costs of the payment check creation and distribution of those checks for the City contracted scorekeepers, timekeepers and Harry Renfree field supervisors. This is a negotiable percentage fee added to the total dollar amount.

3. All other terms, conditions and specifications of the Bid remain unchanged.
4. If a bid package is not being submitted, it is not necessary to return this addendum or acknowledge receipt of such.
5. Vendors submitting a bid package must acknowledge receipt of this addendum prior to the hour and date specified in the bid request by one of the following methods:
 - (a) By signing and returning one (1) copy of this addendum with the bid package if not previously submitted; or

(b) If the bid package has been previously submitted, the addendum may be submitted by separate letter, which must include on the outside of the mailing envelope the bid and addendum number and the bid due date. This information must be clearly marked in CAPITAL LETTERS on the outside of the envelope. Failure of your acknowledgment to be received at the City Clerk's Office, PO Box 122391, Sacramento, CA 95814 prior to the hour and date specified, may result in rejection of your bid.

(c) If, by virtue of this addendum you decide to change a bid already submitted, such change may be made by letter, as specified in (b) above.

Vendor's Name:

Signature: Jeff Dubchansky

Typed or Printed Name & Title: JEFF DUBCHANSKY

Date: 1/5/08
COMMISSIONER