



CITY OF SACRAMENTO

PROCUREMENT SERVICES DIVISION

FILED

Bid Number: B081181044

JAN 09 2008

By The
Office of The City Clerk

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 No
Historic City Hall, 915 I Street-2nd Floor
Sacramento, Ca 95814

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

Name of Bidder: Sacramento Metropolitan Officials Association

Address: PO Box 19210

City, State, Zip Code: Sacramento, CA. 95819

Phone Number: 916-835-3825

Email Address: Bruce@csus.edu

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

**CITY OF SACRAMENTO
PROCUREMENT SERVICES DIVISION**

Bid No. B081181044

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(Formal – Services)**

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SECTION I REQUIREMENTS

DATE BID OPENED	1-9-08
EMPLOYEE INITIALS	V.M.
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	_____

SECTION I – REQUIREMENTS

A. “NO BID” RESPONSE FORM

Bid No.: **B081181044**
Buyer: MS

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 return it to the Procurement Services Division. **FAX your response to our office, the FAX number is (916) 808-5747.** 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**

BID NO. B081181044

certified as an emerging and/or small business can also be obtained via the Internet at: <http://www.cityofsacramento.org/esbd>.

(Business Name)

(Street Address/P.O. Box)

(City, State, Zip)

(E-mail address)

Date: _____

Phone: _____

Contact: _____

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SECTION I – REQUIREMENTS

B. 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 1 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.pwsacramento.com/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, . After January 9, 2009 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 not required.

If required, bid security approved by the City must accompany the bid, in the amount of ____ % 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.
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 not required.

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

- 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.
- 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
Procurement Services Division
Attention: Majid Shahmirzadi
Email: mshahmirzadi@cityofsacramento.org
(916) 808-6895

Technical Questions
Department of Recreation
Attention: Rachel Johnson
Email: rjohnson@cityofsacramento.org
(916) 808-6176

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 make separate awards for any 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 thirty (30) 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.
- 20. 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. 12239
Sacramento, CA. 95814-2604**

BID NO. B081181044

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**

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

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: Sacramento Metropolitan Officials Association

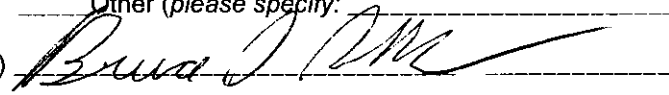
ADDRESS: PO Box 19210 Sacramento, CA. 95819

PHONE #: 916-835-3825 FAX #: _____ E-MAIL: Bruce@CSUS.edu

STATE TAX I.D. #: 30608070205 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) 

PRINT NAME: Bruce D. Robbins


S.M.O.A. Treasurer

BID NO. B081181044

TITLE: SMOA Treasurer

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.

FOR CITY USE ONLY

The Bid was opened on _____.

Bid Bond Required: N/A - Amount: \$_____

Received: [] Cashiers or Certified Check drawn on a California bank; [] Surety Bond

City Clerk/Procurement Services Manager

CONTRACT AWARD

Bid Items Included in the Contract: All Items, unless otherwise specified below

Specify: _____

Contract Not-to-Exceed Amount: \$_____

Award Date: _____

CONTRACT APPROVAL

Approved as to Form:

Approved:

Attest:

City Attorney

City Manager
(Or Authorized Designee)

City Clerk

SECTION I – REQUIREMENTS

D. PREVAILING WAGE IN CERTAIN SERVICES REQUIREMENT

N/A

SECTION I – REQUIREMENTS

E. EQUAL BENEFITS ORDINANCE (EBO) REQUIREMENTS

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

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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.

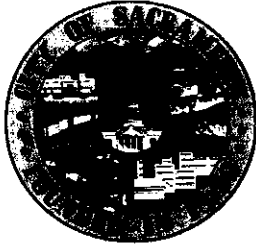
EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

(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, Procurement Services Division, containing the details of the alleged violation. The address is:

City of Sacramento
Procurement Services Division
915 I Street, 2nd Floor
Sacramento, CA 95814

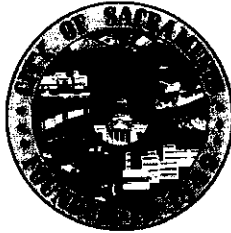
- Bring an action in the appropriate division of the Superior Court of the

BID NO. B081181044

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 BY CITY CONTRACTORS ORDINANCE**

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, Procurement Services Division, containing the details of the alleged violation. The address is:

City of Sacramento
Procurement Services Division
915 I St., 2nd Floor
Sacramento, CA 95814
- 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.

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You May Also . . .

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

SECTION I – REQUIREMENTS

F. LIVING WAGE ORDINANCE (LWO) REQUIREMENTS

LIVING WAGE ORDINANCE

The Living Wage Ordinance (LWO) requires certain firms that enter into contracts 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, renewed or extended at the City's discretion.

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.¹

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.²

The minimum compensation required is as follows:

¹ 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-subsidary 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.

² 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 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. 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) During 2004, \$9.00 per hour.
 - (b) During 2005, the greater of \$9.33 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, 2004.
 - (c) During 2006, the greater of \$9.67 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, 2005.
 - (d) 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. 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 2004, \$10.50 per hour.
 - (b) During 2005, the greater of \$10.87 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, 2004.
 - (c) During 2006, the greater of \$11.17 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, 2005.
 - (d) 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.

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. In 2004, the living wage is \$9.00 an hour with health benefits and \$10.50 an hour without health benefits. In 2005, the living wage is at least \$9.33 an hour with health benefits and \$10.87 an hour without health benefits. In 2006, the living wage is at least \$9.67 an hour with health benefits and \$11.17 an hour without health benefits. And in 2007, the living wage is at least \$10.00 an hour with health benefits and \$11.50 an hour without health benefits. 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 who earn less than \$12 an hour 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.

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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, is required to provide the City with a signed Declaration of Compliance in the form attached hereto, 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

For a complete description of LWO 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.

For more information on the LWO requirements and the City's LWO program, contact Procurement Services Department, (916) 808-6240.

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**SECTION II
CONTRACT DOCUMENTS**

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

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

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, photostatting, 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:

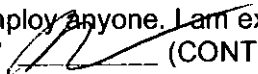
"I certify that a motor vehicle will not be used in the performance of any work or services under this agreement."  (CONTRACTOR initials)

- (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:


S.M.O.A. Treasurer

_____ 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."  (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


S.M.O.A. Treasurer

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.

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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
Address
Phone/Fax/E-mail

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 II – CONTRACT DOCUMENTS

C. TECHNICAL SPECIFICATIONS/PLANS/OTHER REQUIREMENTS

Overall General Scope:

The objective of this contract(s) bid is to supply sport officials for the following four (4) sports: softball at city park facilities; baseball at city park facilities; volleyball at city permitted gym facilities; and basketball at city permitted gym facilities. The annual number of assignments per sport category is described in the requirement paragraph. The possible locations of the facilities are listed in the location paragraph. This program is sponsored by the City of Sacramento, Department of Parks and Recreation. Our goal is to provide the highest quality of sport officials for each recreational play leagues in each category enabling our sport leagues to be regarded as high quality play.

Specific Requirements for each Sport Category:

Sport Requirements for Softball

Contractor will provide sports officiating services required for softball. These officiating services will include umpires and referees and scorekeepers requested by the City of Sacramento, Department of Parks and Recreation. Each contractor bidding of the softball category shall be ASA sanctioned.

The apparent lowest responsible contractor shall be required to attend a pre-award conference at the mutually acceptable time at which time all requirements of these specifications will be reviewed. At that time, a listing of all officials with contact phone numbers will be submitted by the contractor for employment verification checks and approval by city coordinator staff. This is necessary to ensure the contractor has the capacity of the quantity and quality of officials to fulfill the number of sport games per week the City schedules.

The officials shall be required to check in with the City Staff, if on site. Officials are required to notify staff of any reportable incidents. Each official will be required to complete all incident reports as required on the day of the incident.

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 will be provided updated official listing along with contact number for City verification on a reoccurring and regular basis.

The Contractor shall only furnish workers who are competent and skilled for work under this contract. Contractor shall have at least one year of actual experience in providing official services. Contractor shall provide trained official with the knowledge of playing rules for this sport. If, in the opinion of the City's representative, an employee of the Contractor is incompetent or disorderly, refuse to perform in accordance with the contract specifications, threatens or used abusive language while working on this contract, shall be removed from all work under his contract.

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.

All officials shall supply all their own uniforms and equipment. Officials shall wear uniforms, proper shoes and all gear required for the sport category they are assigned to officiate. If uniform shirts have buttons, they must be buttoned at all times. No advertisements or logs on the official's uniforms. Officials shall be clean in appearance at the start of each work.

BID NO. B081181044

Contractor shall provide the City of Sacramento, Department of Parks and Recreation, Recreation Division with daily access to the scheduled official via the Arbiter, an internet official scheduling program, if it is utilized by the Consultant. If Contractor does not utilize the Arbiter, the Consultant must provide daily official schedule to all program supervisors. Program supervisors must be notified no later than 12 noon. Holidays and weekends scheduling must be included on the prior business day.

The Contractor shall provide the City with a method of field contact (i.e. cell phone number or pager) for use during normal business hours. The Contractor will be responsible for coordinating requirements with the City.

Estimate annual assignments for Softball: 4980 hours
Sport Complex:
70 games per week x 27 weeks = 1890 games
Each game is one hour = 1890 hours
Each game needs two officials: 2 x 1890 = 3780 official assignments

Softball Leagues:
20 games per week x 30 weeks = 600 games
Each game is one hour = 600 hours
Each game needs two officials: 2 x 600 = 1200 official assignments

Hours and Days of Service: Consultant will assign sports officials for all adult activity(s) between 8:00 am-11:00 pm, Mondays through Sundays.

Facility Location: Any current city facility listed in location paragraph or any new City of Sacramento Park that will be developed during the span of this contract.

Sport Requirements for Baseball

Contractor will provide sports officiating services required for baseball. These officiating services will include umpires and referees and base retainers – umpires and field supervisors for Harry Renfree Field as requested by the City of Sacramento, Department of Parks and Recreation.

For definition: A base retainer – Umpire responsibilities are: Prior to game, placing bases down on appropriate base pegs on each field; after the last game of the day, removing bases and storing them; If their next assignment is not the following week, an alternative umpire will be responsible for storing them and bringing them out the following week.

For definition: A field supervisor for Harry Renfree field will open and close the facility and setup and secure the scoreboards.

The apparent lowest responsible contractor shall be required to attend a pre-award conference at the mutually acceptable time at which time all requirements of these specifications will be reviewed. At that time, a listing of all officials with contact phone numbers will be submitted by the contractor for employment verification checks and approval by city coordinator staff. This is necessary to ensure the contractor has the capacity of the quantity and quality of officials to fulfill the number of sport games per week the City schedules.

The officials shall be required to check in with the City Staff, if on site. Officials are required to notify staff of any reportable incidents. Each official will be required to complete all incident reports as required on the day of the incident.

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 will be provided updated official listing along with contact number for City verification on a reoccurring and regular basis.

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The Contractor shall only furnish workers who are competent and skilled for work under this contract. Contractor shall have at least one year of actual experience in providing official services. Contractor shall provide trained official with the knowledge of playing rules for this sport. If, in the opinion of the City's representative, an employee of the Contractor is incompetent or disorderly, refuse to perform in accordance with the contract specifications, threatens or used abusive language while working on this contract, shall be removed from all work under his contract.

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.

Contactor's staff shall wear uniforms, proper shoes and all gear required for the sport category they are assigned to officiate. If uniform shirts have buttons, they must be buttoned at all times. No advertisements or logs other than the Contractor's shall be on the employee's uniforms. Contractors' employees shall be clean in appearance at the start of each work assignment.

Contractor shall provide the City of Sacramento, Department of Parks and Recreation, Recreation Division with daily access to the scheduled official via the Arbiter, an internet official scheduling program, if it is utilized by the Consultant. If Contractor does not utilize the Arbiter, the Consultant must provide daily official schedule to all program supervisors. Program supervisors must be notified no later than 12 noon. Holidays and weekends scheduling must be included on the prior business day.

The Contractor shall provide the City with a method of field contact (i.e. cell phone number or pager) for use during normal business hours. The Contractor will be responsible for coordinating requirements with the City.

Estimate annual assignments for Baseball: 600 hours
4 games per week x 30 weeks = 120 games
Each game is 2.5 hours = 300 hours
Each game needs two officials = 240 official assignments (600 hours)

Hours and Days of Service: Consultant will assign sports officials for all adult activity(s) between 8:00 am-11:00 pm, Mondays through Sundays.

Facility Location: Any current city facility listed in Location paragraph or any new City of Sacramento Park that will be developed during the span of this contract.

Sport Requirements for Volleyball

Contractor shall provide sports officiating services required for volleyball. These officiating services will include referees and scorekeepers as requested by the City of Sacramento, Department of Parks and Recreation.

The apparent lowest responsible contractor shall be required to attend a pre-award conference at the mutually acceptable time at which time all requirements of these specifications will be reviewed. At that time, a listing of all officials with contact phone numbers will be submitted by the contractor for employment verification checks and approval by city coordinator staff. This is necessary to ensure the contractor has the capacity of the quantity and quality of officials to fulfill the number of sport games per week the City schedules.

The officials shall be required to check in with the City Staff, if on site. Officials are required to notify staff of any reportable incidents. Each official will be required to complete all incident reports as required on the day of the incident.

The apparent lowest responsible contractor shall be required to attend a pre-award conference at the mutually acceptable time at which time all requirements of these specifications will be reviewed. At that time, a listing of all officials with contact phone numbers will be submitted by the contractor for employment verification checks and approval by city coordinator staff. This is necessary to ensure the contractor has the capacity of the quantity and quality of officials to fulfill the number of sport games per week the City schedules.

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 will be provided updated official listing along with contact number for City verification on a reoccurring and regular basis.

The Contractor shall only furnish workers who are competent and skilled for work under this contract. Contractor shall have at least one year of actual experience in providing official services. Contractor shall provide trained official with the knowledge of playing rules for this sport. If, in the opinion of the City's representative, an employee of the Contractor is incompetent or disorderly, refuse to perform in accordance with the contract specifications, threatens or used abusive language while working on this contract, shall be removed from all work under his contract.

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.

Contactor's staff shall wear uniforms, proper shoes and all gear required for the sport category they are assigned to officiate. If uniform shirts have buttons, they must be buttoned at all times. No advertisements or logs other than the Contractor's shall be on the employee's uniforms. Contractors' employees shall be clean in appearance at the start of each work assignment.

Contractor shall provide the City of Sacramento, Department of Parks and Recreation, Recreation Division with daily access to the scheduled official via the Arbiter, an internet official scheduling program, if it is utilized by the Consultant. If Contractor does not utilize the Arbiter, the Consultant must provide daily official schedule to all program supervisors. Program supervisors must be notified no later than 12 noon. Holidays and weekends scheduling must be included on the prior business day.

The Contractor shall provide the City with a method of field contact (i.e. cell phone number or pager) for use during normal business hours. The Contractor will be responsible for coordinating requirements with the City.

Estimate annual assignments for Volleyball: 81 hours
3 games per week x 27 weeks = 81 games
Each game is one hour = 81 hours
Each game needs one official = 81 official assignments

Hours and Days of Service: Consultant will assign sports officials for all adult activity(s) between 8:00 am-11:00 pm, Mondays through Sundays.

Facility Location: Any gymnasium within the Sacramento Unified School District and Natomas Unified School District and the Grant Unified School that the City of Sacramento can permit for use.

Sport Requirements for Basketball

Contractor shall provide sports officiating services required for softball, baseball, basketball, volleyball and unassigned related sports. These officiating services will include referees and scorekeeper/timekeeper as requested by the City of Sacramento, Department of Parks and Recreation.

The apparent lowest responsible contractor will be required to attend a pre-award conference at the mutually acceptable time at which time all requirements of these specifications will be reviewed. At that time, a listing of all officials with contact phone numbers will be submitted by the contractor for employment verification checks and approval by city coordinator staff. This is necessary to ensure the contractor has the capacity of the quantity and quality of officials to fulfill the number of sport games per week the City schedules.

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The officials will be required to check in with the City Staff, if on site. Officials are required to notify staff of any reportable incidents. Each official will be required to complete all incident reports as required on the day of the incident.

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 will be provided updated official listing along with contact number for City verification on a reoccurring and regular basis.

The Contractor shall only furnish workers who are competent and skilled for work under this contract. Contractor shall have at least one year of actual experience in providing official services. Contractor shall provide trained official with the knowledge of playing rules for this sport. If, in the opinion of the City's representative, an employee of the Contractor is incompetent or disorderly, refuse to perform in accordance with the contract specifications, threatens or used abusive language while working on this contract, shall be removed from all work under his contract.

The City shall not furnish any equipment. 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.

Contractor's staff shall wear uniforms, proper shoes and all gear required for the sport category they are assigned to officiate. If uniform shirts have buttons, they must be buttoned at all times. No advertisements or logs other than the Contractor's shall be on the employee's uniforms. Contractors' employees shall be clean in appearance at the start of each work assignment.

Contractor shall provide the City of Sacramento, Department of Parks and Recreation, Recreation Division with daily access to the scheduled official via the Arbiter, an internet official scheduling program, if it is utilized by the Consultant. If Contractor does not utilize the Arbiter, the Consultant must provide daily official schedule to all program supervisors. Program supervisors must be notified no later than 12 noon. Holidays and weekends scheduling must be included on the prior business day.

The Contractor shall provide the City with a method of field contact (i.e. cell phone number or pager) for use during normal business hours. The Contractor will be responsible for coordinating requirements with the City.

Estimate annual assignments for Basketball: 396 hours
League 1: 3 seasons
Per season:
3 games per week x 9 weeks = 27 games
Each game is one hour = 27 hours
Each game needs two officials = 54 official hours per season
Total official hours for all three seasons = 162 official assignments

League 2: 3 seasons:
3 games per week x 13 weeks = 39 games
Each game is one hour = 39 hours
Each games needs two officials = 78 official assignments
Total official hours for all three seasons = 234 official assignments

Hours and Days of Service: Consultant will assign sports officials for all adult activity(s) between 8:00 am-11:00 pm, Mondays through Sundays.

Facility Location: Any gymnasium within the Sacramento Unified School District and Natomas Unified School District and the Grant Unified School that the City of Sacramento can permit for use.

Sport Requirements for Unassigned Sports

Contractor may be asked to provide sports officiating services required for unassigned related sports. These such as adult flag football, dodge ball, kickball, and disc golf. These officiating services will include referees as requested by the City of Sacramento, Department of Parks and Recreation. These unit price and quantity of these unassigned sports will be negotiated at such time as they are developed.

ALL POSSIBLE SPORT FIELDS THAT OFFICIALS COULD BE ASSIGNED TO WORK:

Facility type: Rugby Field without Lights

Danny Nunn Park
West Rugby Field

Facility type: Baseball Diamond with Lights

George Sim Park
Baseball #1
Hagginwood Park
Baseball
Harry Renfree Field
McClatchy Park
McClatchy Park-H. Crump Baseball Field
Pannell Meadowview C.C. Park
Pannell/Mdvw Park-Independence Field Special Accessible Field

Facility type: Soccer Field without Lights

Autumn Meadow Park
Autumn Meadow Park-Soccer
Bahnfleth Park
Barandas Park
Bell Avenue Park
Bertha Henschel Park
Bill Bean Jr. Park
Bill Conlin Youth Sports Complex
Burberry Park
Carl Johnston Park
Castori School Park
Charter Point Park
Chorley Park
Consumnes River College
Community Bowl-Soccer
Del Paso Heights School Park
Earl Warren Park
Elderberry Park
Garcia Bend Park
Glenbrook Park
Glenn Hall Park
Granite Regional Park
Heron Park
Hite Park
Jacinto Creek Park
James Mangan Park
Jefferson Park
Kokomo Park
Lewis Park
Main Avenue School Park
Marriott Park
Max Baer Park
McKinley Park
Meadowview Park
Muir Park

L. Colmenarez Soccer #1
Neilsen Park
Ninos Park
North Laguna Creek Park
North Natomas Community Park
Nuevo Park
Oki Park
Orchard Park
Parkway Oaks Park
Portuguese Park
Quail Park
Redtail Hawk Park
Regency Park
Reichmuth Park
Renfree Park
River View Park
Robla Community Park
Seymour Park
Sierra Two Park
South Natomas Community Park
Stanford Park
Straugh School Park
Tahoe Park
Tanzanite Park
Taylor Street School Park
Two Rivers Park
University Park
Valley Hi Park
Westhampton Park
Westlake Community Park
William Land Regional Park
Wittier Ranch Park
Wood Park
Z'Berg Park
Zacharias Park

Facility type: Softball Diamond with Lights

Carl Johnston Park
Dixieanne Park
Grant Park
Northgate Park
O'Neil Field
Redwood Park
Reichmuth Park
Robertson Park
Roosevelt Park
Sacramento Softball Complex
Tahoe Park

Facility type: Softball Diamond Without Lights

Argonaut School Park
Autumn Meadow Park
Babcock School Park
Bill Conlin Youth Sports Complex
Cabrillo Park
Carl Johnston Park
Castori School Park
Colonial Park
Consumnes River College
Community Bowl-Softball

Curtis Park
Steve Paul Softball Field
Del Paso Heights Park
Del Paso Heights School Park
Dos Rios School Park
Garden Valley School Park
Gardenland Park
George Sim Park
Glenbrook Park
Glenn Hall Park
Glenwood School Park
Hagginwood Park
Lawrence Park
Lewis Park
Main Avenue School Park
Mama Marks Park
Manual Silva Park
Max Baer Park
McClatchy Park
Muir Park
Ninos Park
North Avenue School Park
North Laguna Creek Park
Robla School Park
Sojourner Truth Park
Straugh School Park
Tahoe Park
Two Rivers Park
Valley Hi Park
Westlake Community Park
Woodbine Park
Woodlake Park

Facility type: Any new City of Sacramento park that will be developed

Facility type: Gymnasiums

Any gymnasium within the Sacramento Unified School District and Natomas Unified School District and the Grant Unified School.

- 1. Time of Performance.** The services described herein shall be provided during the period, or in accordance with the schedule, set forth in the scope of services.

Period of contract

One or more contract(s) resulting from this bid shall be effective for the base period and per City's written request with all options shall be effective for a period of up to five (5) years. City shall exercise any option by serving written notice to the contractors not less than 90 days prior to the expiration date of the current term.

SECTION III
BIDDER RESPONSE DOCUMENTS

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 **10** 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

**B. 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

C. BID GUARANTEE

N/A

SECTION III – BIDDER RESPONSE DOCUMENTS

D. PERFORMANCE BOND

N/A

SECTION III – BIDDER RESPONSE DOCUMENTS

E. PAYMENT BOND

N/A

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: Sacramento Metropolitan Officials Association

BY:  SMOA Treasurer Date: 8 Jan 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.

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

SECTION III – BIDDER RESPONSE DOCUMENTS

G. PREVAILING WAGE IN CERTAIN SERVICES DECLARATION

N/A

SECTION III – BIDDER RESPONSE DOCUMENTS

H. DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

Sacramento Metropolitan Officials Association

Name of Contractor

PO Box 19210 Sacramento, CA. 95819

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.

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- 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.



Signature of Authorized Representative



Date

Bruce D. Robbins

Print Name

SMOA Treasurer

Title


S.M.O.A. Treasurer

SECTION III – BIDDER RESPONSE DOCUMENTS

I. DECLARATION OF COMPLIANCE
Living Wage Ordinance

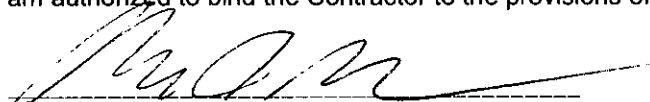
Name of Contractor: Sacramento Metropolitan Officials Association

Address: PO Box 19210 Sacramento, CA. 95819

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.


Signature of Authorized Representative

Date: 8 July 08

Print name: Bruce D. Robbins

Title: SMOA Treasurer

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S.M.O.A. Treasurer

SECTION III – BIDDER RESPONSE DOCUMENTS

J. PRICING SCHEDULE

Contractor shall include any assignment fees with billable game rates which are defined as the unit price on the attached pricing schedule.

Contractor will provide the payment and invoicing to the City of Sacramento Department of Parks and Recreation to include the following: gym supervisors, scorekeepers, timekeepers, and field supervisors as requested by the City of Sacramento, Department of Parks and Recreation, Recreation Division. Rate of pay for these services shall be determined by City staff.

The total of all contractor compensation paid to the Contractor for the performance of all services set forth shall not exceed the purchase order dollar amount issued per 12 month period.

Requests for payment depending on the sport category shall be sent to:

City of Sacramento, Recreation Dept
Ron Kashiwase, Baseball and Softball
6005 Folsom Blvd
Sacramento CA 95819
916 808 -2307

Or

Don Barney, Softball at Sport Complex
6005 Folsom Blvd
Sacramento CA 95819
916 808-6082

Or

Ted Davis, Basketball, Volleyball and Unassigned Sports
6005 Folsom Blvd
Sacramento CA 95819
916 808-6173

Each invoice shall include the following information:

Summary of the sport category, number of games, and bill amount.

Along with the summary pages, a detailed listing of each game, date of game, location, number of officials, rate and total must be provided.

Failure to provide that detailed documentation along with the summary invoice to the designated point-of-contact will result in late payment to the Contractor.

This specification describes the four categories of sport that will require officials.

Contractor may be asked to provide sports officiating services required for unassigned related sports. These such as adult flag football, dodge ball, kickball, and disc golf. These officiating services will include referees as requested by the City of Sacramento, Department of Parks and Recreation. These unit price and quantity of these unassigned sports will be negotiated at such time as they are developed.

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 4 th year (%)	Proposed increase in 5th year (%)
Officials <i>NA</i>	4,980	\$	\$				

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 <i>NA</i>	14,940	\$	\$_____		

Softball: Schedule 1-option (3)

Description	Estimated Quantity for 5-year period (hrs)	Unit Price	Extension
Officials <i>NA</i>	24,900	\$	\$_____

Baseball: Schedule 2-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 4 th year (%)	Proposed increase in 5th year (%)
Officials	600	\$28.80	\$ 17280	5%	5%	5%	5%

Baseball: Schedule 2-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 <i>MG</i>	1,800	\$	\$		

Baseball: Schedule 2-option (3)

Description	Estimated Quantity for 5-year period (hrs)	Unit Price	Extension
Officials <i>MG</i>	3,000	\$	\$

Volleyball: Schedule 3-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 4 th year (%)	Proposed increase in 5th year (%)
Officials	81	\$28.6	\$2316.6	5%	5%	5%	5%

Bruce R. Robbins Page 59
S.M.O.A. Treasurer

Volleyball: Schedule 3-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 <i>NA</i>	243	\$	\$		

Volleyball: Schedule 3-option (3)

Description	Estimated Quantity for 5-year period (hrs)	Unit Price	Extension
Officials <i>NA</i>	405	\$	\$

Basketball: Schedule 4-option (1)): One year contract with four 1-year renewal option if requested by City

Description	Estimated Quantity for 1st year period (hrs)	Proposed increase in 2nd year (%)	Proposed increase in 3rd year (%)	Proposed increase in 4th year (%)	Proposed increase in 5th year (%)	Unit Price	Ext.
Officials	396	5%	5%	5%	5%	28.6	\$11325.60

Basketball: Schedule 4-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 <i>NA</i>	1,188	\$	\$		

Basketball: Schedule 4-option (3)...

Description	Estimated Quantity for 5-year period (hrs)	Unit Price	Extension
Officials <i>NA</i>	1,980	\$	\$

Complete the information below for evaluation of bid and for each option.

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.....	\$ 1NA
Baseball Sub-Total.....	\$ 17280
Volleyball Sub-Total.....	\$ 2316.60
Basketball Sub-Total.....	\$ 11325.60
Total Bid	\$ 30922.20

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.....	\$ <i>NA</i>
Baseball Sub-Total.....	\$
Volleyball Sub-Total.....	\$
Basketball Sub-Total.....	\$
Total Bid	\$

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

Softball Sub-Total.....	\$ <i>NA</i>
Baseball Sub-Total.....	\$
Volleyball Sub-Total.....	\$
Basketball Sub-Total.....	\$
Total Bid	\$

David R. Riddle
S.T.O.A. Treasurer

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.

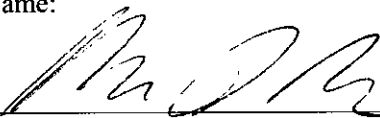
Existing verbiage: The contractor shall provide adequate and suitable equipment to meet the requirements of the sport category and when ordered by the city, remove unsuitable equipment from the work site.

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.

3. All other terms, conditions and specifications of the Bid remain unchanged.
4. If a bid package is not 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, ATTN: Bid # B081181044PO 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: 

Typed or Printed
Name & Title:

Date : 8 Jan 08

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID WK
SACRAM1

DATE (MM/DD/YYYY)
05/14/07

PRODUCER Bollinger, Inc. 101 JFK Parkway Short Hills NJ 07078-5000 Phone: 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.												
INSURED Sacramento Metropolitan Officials Association PO Box 19210 Sacramento CA 95819	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:80%;">INSURERS AFFORDING COVERAGE</td> <td style="width:20%;">NAIC #</td> </tr> <tr> <td>INSURER A: Markel Insurance Company</td> <td>38970</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Markel Insurance Company	38970	INSURER B:		INSURER C:		INSURER D:		INSURER E:	
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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 LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	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"/> <u>Incl Participants</u> GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	3602AH235586	04/10/07	04/10/08	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/PROP 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) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		Accident Insurance Full Excess	4102AH235583	04/10/07	04/10/08	Med Max: \$100,000 Ded: \$500/claim
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS Coverage is provided under this policy only for sponsored/supervised activities of the named insured for which a premium has been paid.						

CERTIFICATE HOLDER CITYSAC City of Sacramento 3801 Power Inn Road Sacramento CA 95826	CANCELLATION 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:
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