

CITY OF CONCORD, CALIFORNIA

January 13, 2012

REQUEST FOR BIDS #2241

UMPIRING SERVICES

INSTRUCTIONS TO BIDDER

1. **General:** City of Concord is seeking bids to furnish all necessary tools and equipment, materials, labor, and supervision (including cost of insurance and all payroll taxes on such labor) for: **Umpiring Services**. All pricing is to be included in the bid. No charge shall be allowed for your preparing a response to this solicitation document.

The City reserves the right to reject any or all Bids, including without limitation the right to reject any or all nonconforming, non-responsive, unbalance or conditional Bids, re-bid, and to reject the Bid of any Bidder if City believes that it would not be in the best interest of the City to make an award to that bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard criteria established by City. City also reserves the right to waive informalities, inconsequential deviations or minor irregularities not involving price, time or changes in the work, to the fullest extent permitted by law.

2. **Schedule of Events:** The solicitation process is anticipated to be as follows:

January 17, 2012:	City issues RFB solicitation document
January 27, 2012:	Bid submittals due
To be Determined:	Council Award

The City may change these dates as necessary.

3. **Subcontractors:** Submittal shall include a list of all subcontractors that bidder contemplates using for approval by the City. Once approved, the list shall not be changed without prior written permission by the City of Concord.

4. **Examination of Requirements:** Before submitting a bid, each bidder shall be held responsible for having examined the bid document and be fully informed of the conditions, requirements, and requirements of the work or materials to be furnished. Failure to do so will be at the bidder's own risk and relief on a plea of error cannot be secured.

5. **Questions, Interpretations, or Corrections of Bid Document:** Bidder shall notify the Purchasing Agent promptly of any error, omission, or inconsistency that may be discovered during the examination of the solicitation. Questions may be directed to Anita Bell-Karno, Purchasing Agent at 925-671-3219.

All clarifications, corrections, or changes to the solicitation document will be made by Addendum only. Bidder shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone, in person, or at any pre-bid conference. Interpretations, corrections, and changes shall not be binding unless made by addendum. All addenda issued shall become part of the solicitation and any

agreement documents. Any addendum issued will be sent to all known solicitation holders by facsimile or US mail. It is the bidder's sole responsibility to ascertain that it has received all addenda issued for this solicitation. All addenda must be acknowledged and returned on or before the submittal deadline, unless otherwise directed by an addendum.

Please note that the City of Concord does not use any bidding service. It is the potential bidder's responsibility to contact the City of Concord Purchasing Office if a solicitation document was obtained through a bidding service. If wholly electronically available, solicitation documents and any addenda are posted on the City's website, www.cityofconcord.org/business/purchasing. Otherwise, the document(s) posted on the website will provide direction on how to obtain solicitation and/or addenda documents.

Note: The phone number of the Finance Office is 925-671-3178. Finance Department office hours are 8:00 to 5:00 p.m., Monday through Friday, excluding City furlough and holidays. Due to budget constraints the hours of the Finance Department front counter is 9:00 a.m. to Noon, and 1:00 p.m. to 4:00 p.m., Monday through Friday, excluding City furlough and holidays. The remaining furlough days for this fiscal year are: March 9, 2012; and April 6, 2012. The remaining holidays for this fiscal year are: January 16, 2012; February 13, 2012; February 20, 2012; and May 28, 2012.

6. Prices, Notations, and Mistakes: All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent and initialed in ink by the person who signs the bid. Prices shall be stated in units and bids made separately on each item. In case of conflict, unit prices will govern. Where there is a conflict between words and figures, words will govern. The total amount of the bid will be the sum of the total prices of all items in the submittal schedule. The total price of the unit price items will be the product of the unit price and the estimated quantity of the item. In case of discrepancy between the unit price and total price of an item, the unit price shall prevail if the unit price is ambiguous, unintelligible, or uncertain for any cause, or is omitted, it shall be the amount obtained by dividing the amount set forth as the total price by the estimated quantity of the item. .

7. Terms of the Offer: City of Concord's acceptance of bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the City of Concord. *Bids offering terms other than those shown herein may be declared non-responsive and may not be considered.*

8. Agency Compliance/License: All equipment and materials shall comply with all federal, state, and local safety rules and regulations, including OSHA. All transactions related to this solicitation and any award/order resulting from it shall be governed by the laws of the State of California. The Contractor shall possess any appropriate valid license for the services designated herein at the time the bids are opened.

9. Award: The contract, if awarded, shall be awarded in accordance with the appropriate state and municipal codes and policies, in a timely manner. Award will be made to the lowest responsible bidder based on a "best value" basis. Criteria for determining low bids shall include, but is not limited to, the following:

- a. The ability, capacity, and skill of the bidder to perform the contract or provide the services required.
- b. The ability of the bidder to provide the services promptly or within the time specified without delay or interference.
- c. The character, integrity, reputation, judgment, experience, and efficiency of the bidder.
- d. The quality of the bidder's performance on previous purchases or contracts with the city.
- e. Cost.

Upon written notification of award, the successful bidder must provide insurance certificates, business license, and three copies of the contract within ten (10) City of Concord working days. Failure to provide the required documents within the time allowed may result in withdrawal of award.

The contract will be for a one (1) season from March 1, 2012 to December 31, 2012. At the mutual agreement by both parties, the contract may be renewed for each season for up to a maximum of four additional seasons at the same cost, and terms and conditions.

10. Insurance: Successful bidder must comply with the City of Concord Insurance Requirements included in this solicitation document. Contract will be required to provide Certificates of Insurance with separate endorsements naming the City of Concord, its officers, officials, agents, employees, and volunteers as additional insured and to maintain such insurance for the entire length of the Contract.

Types of insurance required:

1. Workers' Compensation
2. General Public Liability and Property Damage
3. Automobile and Property Damage

All insurers **MUST** be listed by the State of California, Department of Insurance as being certificated to transact Surety insurance in the State of California. The insurer must maintain the Certificate of Authority during the entire contract period. If the Certificate is withdrawn during the project, work will be stopped until such time as the contractor furnishes new insurance from a Certified insurer.

11. Business License: The successful bidder will be required to obtain a City of Concord business license and keep it current during the period of performance on the contract resulting from this solicitation. Questions regarding business licenses may be addressed to Mike Snow, Finance Department, 925-671-3306.

12. Local Vendor Preference: In accordance with Policy and Procedure No. 142, an advantage shall be extended to City of Concord businesses in the form of a 5% price preference in the evaluation of submittals for the procurement of supplies, services, and equipment. Any respondents claiming this preference must provide City of Concord business license information at the time of the submittal.

13. Bid Forms: Bid must be submitted on the forms (Submittal Section) supplied in this document. Please note that upon the opening of the bid submittals, all documents submitted in response to this solicitation document will become the property of the City of Concord, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.

14. Submittal Deadline: Bids must be submitted on the form (Submittal Section) and in the format provided. The bid submittal must include an original submittal and, further, it is requested the bid submittal include two complete copies. Each copy must be labeled "copy". All documents contained in the original bid submittal must have original signatures and must be signed by a person who is authorized to bind the bidding firm. All additional sets may contain photocopies of the original package.

Submittals are opened publicly at the office of the City Clerk, 1950 Parkside Drive, M/S 03, Concord, California 94519. Interested parties are invited to attend. A tabulation of submittals will be available within a reasonable time after the bid opening. Bid results will be faxed or mailed to interested parties upon request. Request must be made to the Purchasing Office at 925-671-3219 (phone) or 925-676-2290 (fax). Results will also be posted on the City's website, <http://www.cityofconcord.org/business/purchasing/bidsandquotes.htm>.

Bid submittals will be received until **FRIDAY, JANUARY 27, 2012, 2:00 P.M.** Late submittals will not be accepted and returned to the bidder unopened. Telephone, telegraphic, electronic, faxed, and late bids will not be accepted. It is the bidder's responsibility to see that their bids have sufficient time to be received by the City Clerk's Office before the submittal deadline. Bids are to be submitted in a sealed envelope to:

City of Concord, Office of the City Clerk, 1950 Parkside Drive, M/S 03, Concord, California 94519.
Bidder assumes the burden of delivery. Submittals are to be submitted in a sealed envelope clearly marked:

**“REQUEST FOR BID #2241
UMPIRING SERVICES
OPEN: FRIDAY, JANUARY 27, 2012, 2:00 P.M.”**

GENERAL AND WORK CONDITIONS

The following conditions prevail:

1. **Compensation:** The Contractor agrees to receive and accept the prices shown as full compensation for furnishing all the materials and for doing all the work contemplated and embraced in the contract; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of all elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner according to the requirements of the City’s inspection.
2. **Indemnification:** The Contractor shall indemnify, defend and hold harmless City against and from any and all claims or suits for damages or injury arising from Contractor’s performance of this agreement or from any activity, work, or thing done, permitted or suffered by Contractor in conjunction with the performance of this contract, and shall further indemnify, defend and hold harmless City against and from any and all claims or suits arising from any breach or default of any performance of any obligation of Contractor hereunder, and against and from all costs, attorney’s fees, expenses and liabilities related to any claim or any action or proceeding brought within the scope of this indemnification.
3. **Laws to be Observed:** The Contractor shall keep fully informed of and shall comply with all existing and future State and National laws and all municipal ordinances and regulations of the City of Concord which in any manner affect those engaged, or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.
4. **Contractor’s Licensing Laws:** Attention is directed to the provisions of the California Business and Professions Code concerning the licensing of Contractors. All bidders and Contractors shall be licensed in accordance with the laws of the State of California and any bidder or Contractor not so licensed is subject to the penalties imposed by such laws.
5. **Permits or Licenses:** The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. No fees will be charged for City Encroachment Permit and City Building Permits.
6. **Hours of Work:** Eight hours labor constitutes a legal day’s work. The Contract shall forfeit, as a penalty to the City of Concord, \$25 for each worker employed in the execution of the contract by the Contractor or any Subcontractor under him/her for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of the Provisions of the California Labor Law. **Note: This is not a public work or prevailing wage contract.**

7. **Prevailing Wages:** Pursuant to Section 1773.2 of the Labor Code, there is on file with the City Clerk of the City of Concord a copy of the prevailing rate of per diem wages to be paid by Contractor. **Note: This is not a prevailing wage contract.**
8. **Excused for Non-Performance:** Either party shall be absolved from its obligations under this contract when and to the extent that performance is delayed or prevented (and in the City of Concord's case when and to the extent that its needs for the articles, materials or work to be supplied hereunder is reduced or eliminated) by reason of acts of God, fire, explosion, war, riots, strikes, labor disputes, or governmental laws, orders or regulations.
9. **Default:** If Contractor or Subcontractor shall breach any provision hereof or shall become insolvent, enter voluntary or involuntary bankruptcy or receivership proceeding or make an assignment for the benefit of creditors, the City of Concord shall have the right (without limiting any other rights or remedies which it may have hereunder or by operation of law) to terminate this contract by written notice to Contractor whereupon the City of Concord shall be relieved of all further obligation hereunder except the obligation to pay the reasonable value of Contractor's prior performance (at not exceeding the contract rate), and Contractor shall be liable to the City of Concord for all costs incurred by the City of Concord in completing or procuring the completion of performance in excess of the contract price herein specified. The City of Concord's right to require strict performance of any obligation hereunder shall not be affected by any previous waiver, forbearance or course of dealing. Time is of the essence hereof.
10. **Taxes:** Unless otherwise provided herein or required by law, Contractor assumes exclusive liability for, and shall pay before delinquency, all sales, use, excise and other taxes, charges or contributions of any kind now or hereafter imposed on or with respect to, or measured by the articles sold or material or work furnished hereunder on the wages, salaries or other remunerations paid to persons employed in connection with the performance of this contract; and Contractor shall indemnify and hold harmless the City of Concord from any liability and expense by reason of Contractor's failure to pay such taxes or contributions.
11. **Independent Contractor:** The Contractor is an independent contractor retained by the City to perform the work described here. All personnel employed by the Contractor, including Subcontractors and personnel of said Subcontractors approved by the City, are not and shall not be deemed to be employees of the City. The Contractor and approved Subcontractors shall comply with all State and Federal laws pertaining to employment and compensation of their employees or agents, including the provision of Workers' Compensation. The City shall not, under any circumstances, be liable to Contractor for any person or persons acting for him/her for any death, injury, or property destruction or damage received or claimed relating to or stemming from the activities undertaken pursuant to this agreement.
12. **Safety:** All equipment and materials shall comply with all Federal, State and local safety rules and regulation including OSHA.
13. **Attorney's Fees:** In the event that it becomes necessary for either party to bring a lawsuit to enforce any of the provisions of this contract, the parties agree that a court of competent jurisdiction may determine and fix a reasonable attorney's fee to be paid the prevailing party.
14. **Assignment:** The City is entering into this agreement in consideration of the rendition of the services required herein by Contractor. Contractor shall not assign any of the duties, responsibilities, or obligations of this agreement to any other firm, company, entity, or individual, except with the express written consent of City. Nothing set forth in this paragraph shall preclude Contractor from assigning any of the money due and owing to it from City.

CITY OF CONCORD INSURANCE AND INDEMNIFICATION REQUIREMENTS

A. Insurance - General

All insurance policies shall bear an endorsement, or shall have attached a rider, whereby it is provided that, in the event of expiration or proposed cancellation of such policies for any reason whatsoever, the City shall be notified by registered mail not less than 30 days before expiration or cancellation is effective.

At the time of execution of the contract, the Contractor shall, at the Contractor's own expense, procure and maintain in full force and effect at all times during the prosecution of the work and for the duration of the warranty period specified in Section SP 2-03 of these Special Provisions, Worker's Compensation Insurance, Commercial General Liability Insurance and Course of Construction Insurance, as follows:

A policy covering the full liability of the contract, to any and all persons employed by him/her directly or indirectly in or upon said work, or their dependents, in accordance with the provisions of the Labor Code of the State of California relating to Worker's Compensation and Insurance.

A policy for "all risk" construction in an amount sufficient to cover all work performed in accordance with the Contract Documents.

A policy of commercial liability insurance naming the City of Concord, the City Council, its servants, agents, and employees, as additional insured, against all loss from liability, contingent or otherwise, for injury to, or death of, any person or persons or damage to real or personal property, arising in or by reason of, or in connection with, the performance of the work herein contemplated and agreeing to defend against all claims, demands, actions, or legal proceedings made or brought by any person by reason of any such injury, death, or damage and to pay all judgments, interests, costs, legal and other expenses arising out of or in connection therewith. One insurance policy shall cover all risks on the work.

The policy mentioned in this section shall be issued by an insurance carrier satisfactory to said City and shall be delivered to the City at the time of delivery of such contract. In lieu of actual delivery of such policies, certificate(s) issued by the insurance carrier showing such policies to be in force for the period covered by the contract may be delivered to the City. Such policies and such certificate(s) shall be of a form approved by the City Attorney of said City. Should any policy be canceled before final completion of the work herein contemplated and the Contractor shall fail to immediately procure other insurance as herein required, then the City may procure such insurance and the cost of such insurance shall be deducted from any monies due the Contractor.

With respect to third party claims against the Contractor, the Contractor waives any and all rights of any type of express or implied indemnity against the City, its City Council, officers, employees or agents (excluding agents who are design professionals).

B. Automobile and Liability Insurance

The Contractor shall furnish the City a policy or certificate of liability insurance in which the City, its officers, and agents, are named as an additional insured with the Contractor. Notwithstanding any inconsistent statement in the policy or any subsequent endorsement attached thereto, the City, its officers, and agents, shall be named as an additional insured covering all operations of the Contractor, whether liability is attributable to the Contractor or the City.

The Contractor shall file with the City a satisfactory "blanket coverage" policy of insurance. The policy shall insure the City, its officers, and employees, while acting within the scope of their duties, against all claims arising out of or in connection with the work. The policy shall provide the following minimum

limits:

Bodily Injury & Property Damage **\$2,000,000 CSL**

In those situations where the City, its officers, and agents, are named additional insured with the Contractor, the insurance coverage provided by the Contractor, in accordance with these Specifications, shall be the primary coverage and no other coverage available to City shall be called upon to respond until the limits provided by the Contractor have been exhausted. Contractor shall provide City with evidence of its inclusion in Contractor's insurance, as required by the Specifications, by providing to City a Certificate of Additional Insured Endorsement (ISO Form CG 20 10 11 85).

C. Worker's Compensation Insurance.

The Contractor's attention is directed to the certification required for Worker's Compensation under the provisions in Section 3700 of the Labor Code.

Before execution of the contract by the City Council, the Contractor shall file with the Engineer the following signed certification:

"I am aware of the provisions of Section 3700 of the Labor Code which required every employer to be insured against liability for Worker's Compensation or to undertake self- insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

The form attached in the bid documents shall be executed by the Contractor and submitted with the bid.

The Contractor shall also comply with Section 3800 of the Labor Code by securing, paying for, and maintaining full force and effect for the duration of the contract, complete Worker's Compensation Insurance, and shall furnish a Certificate of Insurance to the Engineer before execution of the contract. The City, its officers or employees, will not be responsible for any claims in law or equity occasioned by failure of the Contractor to comply with this paragraph.

All compensation insurance policies shall bear an endorsement, or shall have attached a rider, whereby it is provided that, in the event of expiration of proposed cancellation of such policies for any reason, whatsoever, the City shall be notified by registered mail not less than 30 days before expiration or cancellation is effective.

D. Qualifications of Insurer's

All insurance companies providing coverage to Contractor shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California, and shall have an A.M. Best's rating of not less than "A:VII."

NOTE: 1. An additional insured endorsement bearing the designation CG D2 52 01 03 or endorsements containing language similar to that contained in said endorsement is not acceptable by the City and will be rejected.

2. The policy shall stipulate that the insurance afforded the additional insureds shall apply as primary insurance. Any other insurance or self insurance maintained by the City will be excess only and shall not be called upon to contribute with this insurance. Such additional insured coverage shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Additional Insured (Form B) endorsement form CG 2010 as published by the Insurance Services Office (ISO)."

3. The Contractor's insurance is primary. Any City insurance is to be considered excess.

SPECIAL PROVISIONS

1. **Contract Term:** The contract will be for a one (1) season from March 1, 2012 to December 31, 2012. At the mutual agreement by both parties, the contract may be renewed for each season for up to a maximum of four additional seasons at the same cost, and terms and conditions.
2. **Payment Terms:** The City of Concord will pay for those services actually performed. The Contractor shall provide to the City a detailed monthly billing. Upon receipt of a correct invoice and adequate documentation, the City of Concord will issue payment within thirty (30) days.

SPECIFICATIONS/REQUIREMENTS

1. **Scope:** The successful vendor shall provide capable and reliable personnel to fill Umpiring Service for the City of Concord's Recreation program for softball and baseball including adult, youth, girls fast pitch and specialty event games.

Umpires are the representatives of the City of Concord Community & Recreation Services Adult Sports programs, and must adhere to the highest standards of conduct & behavior at all times. Umpires must have a cooperative spirit, proactive customer service oriented attitudes and the ability to adjust to adverse situations.

2. **Games:** Umpiring services are required from March 1, 2012 to December 31, 2012. The total estimated number of games to be played is 7,000.

The number of anticipated teams are:

Fall:	150-175 teams
Spring:	50- 75 teams
Summer:	200-225 teams
Tournaments:	30-35 dates
	USSSA Adult Softball
	USSSA Youth Baseball
	USSA Girls Fast pitch
	Specialty events (USSSA sanctioned)

The City of Concord anticipates offering 65 minute games Monday-Friday nights & Sunday evenings for league. Monday-Friday evenings and weekends for playoffs and Saturday & Sunday for tournaments.

The City of Concord anticipates using (1) man umpiring crews for all games, but may elect to use (2) man crews in the future.

The City of concord reserves the right to add or cancel games to the schedule with no additional charge from the consultant except for the proposed per game additional charges.

3. Umpires:

All umpires shall appear at every game in proper umpire sanctioned attire with proper equipment.

The City of Concord has the right to release umpires who do not comply with league policies, or who receive negative comments from league teams, tournament participants, City may ask that umpires not be assigned to work in Concord and the Contractor agrees to adhere to such demands.

All umpires must be on-time, and check in with the on-duty field supervisor.

4. Contractor:

The Contractor is to provide capable and reliable personnel to fill umpiring requirements as indicated in this solicitation document.

The Contractor shall register all umpires with USSSA organization, and provide a roster with names, addresses, phone, e-mail, and years of experience.

The Contractor shall provide various training clinics at the beginning of each softball year and throughout the remaining softball year as deemed necessary and provide operational handbook for such umpires.

The Contractor shall maintain a quality corps of officials who are certified through the USSSA, United States Specialty Sports Association. The Contractor's umpires shall comply with all City of Concord league regulations in the performance of all duties. Further, the Contractor shall have its umpires comply with all regulations in the rulebook of the USSSA, except where the City of Concord rules super cede, in the performance of all duties.

The Contractor shall insure that the Contractor and all the umpires provided are authorized to work in the United States.

The Contractor shall provide a monthly detailed schedule of officials at the start of each month.

The Contractor shall critique umpires on a regular basis with the goal of improving the umpiring crew and must maintain a regular on-site presence during Concord Adult Softball play.

The Contractor is an independent contractor, and all indemnify, defend, and hold harmless the City against any and all claims or suits for damages or injury arising from the performance of award of this bid.

5. References: The Contractor must have a minimum of three (3) years experience in providing umpiring services similar to that defined in this document. As part of the submittal, a minimum of three (3) references are required. Each reference must be current, having been a client over the last two years, and of similar scope. Each reference must include the name of the company or organization, the name of a contact person, the address, telephone number, and fax number. The City reserves the right to contact these references as part of the evaluation.

SAMPLE CONTRACT

THIS CONTRACT, made and entered into this ____ day of ____, 2012, between _____, (hereinafter referred to as "CONTRACTOR") and the City of Concord, a municipal corporation, (hereinafter referred to as "CITY").

1. That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by City, the Contractor agrees with the City, at its own cost and expense, to do all the work and furnish all the equipment, personnel and materials necessary to provide in a good and substantial manner and to the satisfaction of the City the following work: provide _____, in accordance with the City of Concord Request for Bid (RFB No. _____ and the _____ submittal dated _____, 2012 which are hereby specially referred to and by such reference made a part hereof.

The work to be done is shown in RFB # ____ provided Contractor in connection with the work to be performed hereunder, which RFB# ____ are hereby made a part of this contract.

2. The Contractor agrees to receive and accept _____, as full compensation for furnishing all equipment, personnel and materials and for doing all the work contemplated and embraced in this agreement.

3. The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide the equipment, and personnel and materials and to do the work according to the terms and conditions herein contained and referred to, for the price aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions as provided; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

4. It is further expressly agreed by and between the parties that should there be any conflict between the terms of this instrument and the bid or proposals of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

5. Time is of the essence to the terms of this contract.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract on the day and year first above written.

CONTRACTOR

CITY OF CONCORD, a municipal corporation

Signature

By: _____
Dan Keen
City Manager

Print or Type Name

APPROVED AS TO FORM:

ATTEST:

City Attorney

City Clerk

CITY OF CONCORD

RFB #2241 UMPIRING SERVICES
SUBMITTAL

TO THE CITY COUNCIL OF THE CITY OF CONCORD:

In compliance with the notice inviting sealed bids, the undersigned hereby proposes to furnish all necessary tools and equipment, materials, labor, and supervision (including cost of Workers’ Compensation Insurance and all payroll taxes on such labor) to complete UMPIRING SERVICES, in accordance with the Specifications and City of Concord General and Work Conditions therefor, and further agrees to enter into a Contract therefor, at the prices listed in the accompanying bid. Prices are F.O.B. Concord, California. All prices and fees, including all applicable sales taxes, are included.

1.0 COST:

UMPIRING SERVICES in accordance with the requirements of this solicitation document:

	<u>Estimated Number of Games</u>	<u>Game Rate</u>	<u>Total</u>
1. 1-Person Umpire Crew (League)	2290	\$ _____	\$ _____
2. 2-Person Umpire Crew (League)	10	\$ _____	\$ _____
3. Assigning Fee (League)	2300	\$ _____	\$ _____
4. Other Fees (League) Explain may attach an additional sheet			\$ _____
5. 1-Person Umpire Crew (Playoff)	290	\$ _____	\$ _____
6. 2-Person Umpire Crew (Playoff)	20	\$ _____	\$ _____
7. Assigning Fee (Playoff)	310	\$ _____	\$ _____
8. Other Fees (Playoff) Explain may attach an additional sheet			\$ _____
9. 1-Person Umpire Crew (Tournament)	10	\$ _____	\$ _____
10. 2-Person Umpire Crew (Tournament)	10	\$ _____	\$ _____
11. Assigning Fee (Tournament)	20	\$ _____	\$ _____
12. Other Fees Explain (Tournament) may attach an additional sheet			\$ _____
TOTAL COST			\$ _____
(Sum of items 1 through 12)			

The numbers of games listed above is an estimate only for comparison of bids. The City of Concord shall pay only for actual games worked at the above unit price.

Name of Bidder: _____

(Submittal, continued)

Unit Pricing (in Words): Game Rate:

1. 1-Person Umpire Crew (League): _____
dollars and _____ cents.

2. 2-Person Umpire Crew (League): _____
dollars and _____ cents.

3. Assigning Fee (League): _____
dollars and _____ cents.

5. 1-Person Umpire Crew (Playoff): _____
dollars and _____ cents.

6. 2-Person Umpire Crew (Playoff): _____
dollars and _____ cents.

7. Assigning Fee (Playoff): _____
dollars and _____ cents.

9. 1-Person Umpire Crew (Tournament): _____
dollars and _____ cents.

10. 2-Person Umpire Crew (Tournament): _____
dollars and _____ cents.

11. Assigning Fee (Tournament): _____
dollars and _____ cents.

Name of Bidder: _____

(Submittal, continued)

Other Fees: In words

4. Other Fees (League) Describe
(may attach an additional sheet)

a. _____
dollars and _____ cents.

b. _____
dollars and _____ cents.

c. _____
dollars and _____ cents.

8. Other Fees (Playoff) Describe
(may attach an additional sheet)

a. _____
dollars and _____ cents.

b. _____
dollars and _____ cents.

c. _____
dollars and _____ cents.

12. Other Fees (Tournament): Describe
(may attach an additional sheet)

a. _____
dollars and _____ cents.

b. _____
dollars and _____ cents.

c. _____
dollars and _____ cents.

Name of Bidder: _____

(Submittal, continued)

2.0 Addenda Acknowledgement

The undersigned acknowledges the receipt of the following addenda (if any) to the bid document.

Addendum No.	Date	Addendum No.	Date
_____	_____	_____	_____

3.0 Firm Information

If the bidder is an individual, so state, if a firm or co-partnership, state the firm name and give the name of all individual co-partners composing the firm. If a corporation, state legal name of corporation, and provide names of president, secretary, treasurer and manager thereof.

4.0 Subcontractors

In conformance with “Instructions to Bidders, Item 2, Subcontractors” of this solicitation document all persons submitting bids shall list the name and location of place of business of each subcontractors regardless of the character of the work. (Attach additional page(s), if necessary.)

Name	Address	Work to be Performed
1 _____	_____	_____
2 _____	_____	_____
3 _____	_____	_____

5.0 Local Vendor Preference

In accordance with “Instructions”, Item 12, provide Concord Business License number if claiming Local Vendor Preference as described in Policy and Procedure No. 142.

Name of Bidder: _____

(Submittal, continued)

6.0 References

In accordance with “Specifications, Item 5, References” provide a minimum of three references.

6.0 National Softball Organization certification: Indicate which national Softball Organization certifies your officials:

USSA _____ NSA _____ ASA _____

SUBMITTED BY:

COMPANY NAME: _____

ADDRESS (Not a P.O. Box): _____

CITY: _____ **STATE, ZIP CODE:** _____

PHONE NO.: _____ **FAX NO.:** _____

YOUR NAME & TITLE: _____

YOUR SIGNATURE: _____ **DATE:** _____



CITY OF CONCORD

Number:	142
Authority:	Council Motion
Effective:	6/2/92
Revised:	7/27/09
Reviewed:	2004
Initiating Dept.:	FI

**LOCAL VENDOR PREFERENCE
FOR THE PURCHASE OF SUPPLIES, SERVICES, AND EQUIPMENT**

1. PURPOSE

To encourage the purchase of supplies, services, and equipment from vendors located within the boundaries of the City of Concord.

2. POLICY

As requests for the purchase of supplies, services, and equipment are received, it is recognized that procuring these from vendors located within the City of Concord promotes a healthy local economy and, therefore, benefits Concord's citizens as a whole. Procurement should seek to involve local vendors to the maximum extent possible while still complying with Chapter 2, Article VIII of the City of Concord Municipal Code.

3. LOCAL VENDOR DEFINITION

A local vendor is defined as a business with a physical location within the boundaries of the City of Concord and who maintains a current City of Concord business license.

4. REQUIREMENTS

- 4.1 The City will actively seek to identify local vendors interested in doing business with the City of Concord.
- 4.2 The price bid by Concord vendors will be adjusted by five percent (5%) when prices are compared in the bidding process.
- 4.3 The local vendor preference shall be applied to a maximum of \$100,000 per bid including all costs, except sales tax.

5. EXCEPTIONS

This policy shall not apply to the following purchases or agreements:

- 5.1 Goods, equipment, or services provided under a cooperative purchasing agreement.
- 5.2 Purchases or agreements which are funded in whole or in part by a governmental entity, and the laws, regulations, or policies governing such funding prohibit application of that preference.

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- 5.3 Purchases for goods, equipment, or services made or agreements let under emergency situations.
- 5.4 Public projects governed under the State of California Public Contract Code.
- 5.5 Professional or consultant services.
- 5.6 Sole source purchases.
- 5.7 Purchases of supplies, services, and equipment not requiring bids.
- 5.8 Application of the local vendor preference to a particular purchase, agreement or category of agreements for which the City Council is the awarding authority may be waived at the City Council's discretion.