



## Request for Proposal (RFP) for Gymnastic Class Programs, and Seasonal Gymnastic Camps

<b>Solicitation Number:</b>	10090262-26-P
<b>Solicitation Issue Date:</b>	August 15, 2025
<b>Pre-Proposal Conference:</b>	No Pre-Proposal Conference will be held.
<b>Questions and Comments Due:</b>	August 29, 2025 @ 12:00 p.m.
<b>Proposal Due Date and Time ("Closing Date"):</b>	September 15, 2025 @ 2:00 p.m.
<b>Contract Terms:</b>	One (1) year from Effective Date, with four (4), one (1) year options to renew, as defined in Article I, Section 1.2 of the City's General Contract Terms and Provisions.
<b>City Contact:</b>	Paige Spounias-Flynn, Senior Procurement Contracting Officer <a href="mailto:pflynn@sandiego.gov">pflynn@sandiego.gov</a> (619) 533-6441
<b>Submissions:</b>	Proposer is required to provide one (1) original hard copy and one (1) electronic copy (e.g., thumb drive or CD), <b>or</b> an electronic proposal via PlanetBids, of their response as described herein.

**The City may require Proposers to submit original hard copies prior to execution of the contract if the PlanetBids electronic submission does not include an authorized electronic signature page (e.g., Adobe Sign, DocuSign).**

**Completed and signed RFP signature page is required, with most recent addendum listed as acknowledgement of all addenda issued.**

**CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10090262-26-P,  
Gymnastics Class Programs, and Seasonal Gymnastics Camps**

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) # 10090262-26-P, Gymnastics Class Programs, and Seasonal Gymnastics Camps (Contractor).

**RECITALS**

On or about 8/15/2025, City issued an RFP to prospective proposers on services to be provided to the City. The RFP and any addenda and exhibits are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A.

City has determined that Contractor has the expertise, experience, and personnel necessary to provide the services.

City wishes to retain Contractor to provide youth a gymnastic class program and seasonal gymnastics camps as further described in the Scope of Work, attached hereto as Exhibit B. (Services).

For good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

**ARTICLE I  
CONTRACTOR SERVICES**

**1.1 Scope of Work.** Contractor shall provide the Services to City as described in Exhibit B which is incorporated herein by reference. Contractor will submit all required forms and information described in Exhibit A to the Purchasing Agent before providing Services.

**1.2 General Contract Terms and Provisions.** This Contract incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit C.

**1.3 Contract Administrator.** The Parks and Recreation Department (Department) is the Contract Administrator for this Agreement. Contractor shall provide the Services under the direction of a designated representative of the Department as follows:

Angie Beasley, Senior Management Analyst  
City of San Diego, Parks and Recreation Department  
9485 Aero Drive, San Diego, CA 92123  
(619) 980-1027  
[ABeasley@sandiego.gov](mailto:ABeasley@sandiego.gov)

**ARTICLE II  
DURATION OF CONTRACT**

**2.1 Term.** This Contract shall be for a period of one (1) year beginning on the Effective Date. City may, in its sole discretion, extend this Contract for four (4) additional one (1) year period(s). Unless otherwise terminated, this Contract shall be effective until completion of the Scope of Service. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

**2.2 Effective Date.** This Contract shall be effective on the date it is executed by the last Party to sign the Contract and approved by the City Attorney in accordance with San Diego Charter Section 40.

### **ARTICLE III COMPENSATION**

**3.1 Amount of Compensation.** City shall pay Contractor for performance of all Services rendered in accordance with this Contract. The total expenditure over the term of this Contract cannot exceed \$3,000,000.00.

### **ARTICLE IV WAGE REQUIREMENTS**

**4.1** By submitting a response to this RFP, Contractor certifies that he or she is aware of, and agrees to comply with, the wage provisions described in Exhibit D, Wage Requirements, which is incorporated herein by reference, before commencing Services.

### **ARTICLE V CONTRACT DOCUMENTS**

**5.1 Contract Documents.** The following documents comprise the Contract between the City and Contractor: this Contract and all exhibits thereto, the RFP; the Notice to Proceed; and the City's written acceptance of exceptions or clarifications to the RFP, if any.

**5.2 Contract Interpretation.** The Contract Documents completely describe the Services to be provided. Contractor will provide any Services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe Services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

**5.3 Precedence.** In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The 1<sup>st</sup> document has the highest priority. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

- 1<sup>st</sup> Any properly executed written amendment to the Contract
- 2<sup>nd</sup> The Contract
- 3<sup>rd</sup> The RFP and the City's written acceptance of any exceptions or clarifications to the RFP, if any
- 4<sup>th</sup> Contractor's Proposal

**5.4 Counterparts.** This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

**5.5 Public Agencies.** Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

**CONTRACTOR**

Rock 'n Tumble LLC  
\_\_\_\_\_  
Proposer  
244 24th St  
\_\_\_\_\_  
Street Address  
Del Mar, CA 92014  
\_\_\_\_\_  
City  
858.342.4990  
\_\_\_\_\_  
Telephone No.  
mary@rockntumble.com  
\_\_\_\_\_  
E-Mail

BY:   
\_\_\_\_\_  
Signature of  
Proposer's Authorized  
Representative  
Mary Ann Aschieris  
\_\_\_\_\_  
Print Name  
Managing Member  
\_\_\_\_\_  
Title  
January 29, 2026  
\_\_\_\_\_  
Date

CITY OF SAN DIEGO  
A Municipal Corporation

BY:   
\_\_\_\_\_  
Print Name:  
**Claudia Abarca**  
\_\_\_\_\_  
Director, Purchasing & Contracting Department  
**02/12/2026**  
\_\_\_\_\_  
Date Signed

Approved as to form this 12th day of  
**February**, 2026.

HEATHER FERBERT, City Attorney

  
BY: [Nicole Pedone \(Feb 12, 2026 11:00:39 PST\)](#)  
\_\_\_\_\_  
Deputy City Attorney

**Purchasing & Contracting Department**

January 23, 2026

VIA EMAIL TO: [mary@rockntumble.com](mailto:mary@rockntumble.com)

Ms. Mary Aschieris, Managing Member  
Rock N Tumble  
244 24<sup>th</sup> St.  
Del Mar, CA 92014

Reference: Request for Proposal (RFP) No. 10090262-26-P, Gymnastics Class Programs and Seasonal Gymnastics Camps

Dear Ms. Aschieris:

Subject: Exceptions

This letter confirms our agreement to modify the terms of the Contract relating to the above-referenced solicitation. The Parties agree as follows:

1. Exhibit B, Price Schedule – **Section C. Additional Services (As Needed)**

**Exception requested by Contractor:** Change hourly rate / 1 hour per day rate requires a three-hour minimum.

**City's Response: Accepted.**

**The Parties acknowledge that the as-needed hourly rate in Exhibit B – Section C supports supplemental programming offered on an intermittent basis and dependent on available grant or special event funding. Contractor's request for a three (3) hour minimum is reasonable based on typical program duration and on-site resource needs and is therefore accepted. The three (3) hour minimum shall apply to all hourly services scheduled under Exhibit B – Section C.**

2. Exhibit B, Price Schedule – **Section A. Gymnastics Classes**

**Exception requested by Contractor:** Based on the equipment available and floor space required to teach gymnastics lessons, there appears to be an over-estimate in the Winter and Spring “# of sessions” columns.

**City's Response: Accepted, the Exhibit B, Price Schedule shall be deleted and replaced in its entirety with the following:**

<b>Price Schedule - Program Tabulation by Site</b>				
<b>All Sites Combined – Carmel Valley, Ocean Air, Pacific Highlands Ranch</b>				
	<b>Number of Sessions</b>	<b>Estimated Participants Per Session</b>	<b>Price Per Session</b>	<b>Estimated Price Per Year*</b>
<b>A. GYMNASTICS CLASSES: Classes are held one-time per week.</b>				
<b>Summer Session (5-week session)</b>				
Parent/Child Class (Walker-3.5 yrs old) 45-minute class	3	18	\$99.00	\$5,346.00
Preschool Age (3-5 years old) 45-minute class	10	15	\$99.00	\$14,850.00
School Age-Beginner (5-12 years old) 45-minute class	8	15	\$99.00	\$11,880.00
School Age-Intermediate (8-12 yrs old) 50-minute class	0	0	\$99.00	\$0.00
Advanced (5-12 years old) 60-minute class	2	7	\$99.00	\$1,386.00
<b>Fall Session (14-week session)</b>				
Parent/Child Class (Walker-3.5 yrs old) 45-minute class	6	10	\$277.20	\$17,186.40
Preschool Age (3-5 years old) 45-minute class	15	11	\$277.20	\$44,352.00
School Age-Beginner (5-12 years old) 45-minute class	13	20	\$277.20	\$72,072.00
School Age-Intermediate (8-12 yrs old) 50-minute class	0	0	\$277.20	\$0.00
Advanced (5-12 years old) 60-minute class	4	13	\$277.20	\$13,860.00

<b>Winter Session (10-Week session)</b>				
	Number of Sessions	Estimated Participants Per Session	Price Per Session	Estimated Price Per Year*
Parent/Child Class (Walker-3.5 yrs old) 45-minute class	7	15	\$198.00	\$20,328.00
Preschool Age (3-5 years old) 45-minute class	15	11	\$198.00	\$32,670.00
School Age-Beginner (5-12 years old) 45-minute class	14	18	\$198.00	\$48,972.00
School Age-Intermediate (8-12 yrs old) 50-minute class	0	0	\$198.00	\$0.00
Advanced (5-12 years old) 60-minute class	4	15	\$198.00	\$11,484.00
<b>Spring Session (10-Week session)</b>				
Parent/Child Class (Walker-3.5 yrs old) 45-minute class	7	18	\$198.00	\$24,486.00
Preschool Age (3-5 years old) 45-minute class	15	15	\$198.00	\$43,065.00
School Age-Beginner (5-12 years old) 45-minute class	13	18	\$198.00	\$47,190.00
School Age-Intermediate (8-12 yrs old) 50-minute class	1	4	\$198.00	\$693.00
Advanced (5-12 years old) 60-minute class	4	15	\$198.00	\$11,484.00
<b>A. CLASSES TOTAL PER YEAR</b>				<b>\$421,304.40</b>

<b>B. CAMPS: Unless specified below, camps program meet five days a week, Monday – Friday. Participants may register to participate for two day to five day session. Daily rates will be prorated based on the full weekly rate.</b>				
	Number of Sessions	Estimated Participants Per Session	Price Per Session	Estimated Price Per Year*
Preschool Age Gymnastics 3 hours, Monday – Friday	8	10	\$217.80	\$16,843.20

Cheer and Gymnastics 4 hours, Monday – Friday	7	10	\$300.80	\$20,354.13
School Age Gymnastics 4 hours, Monday – Friday	8	15	\$300.80	\$35,293.87
<b>B. CAMPS TOTAL PER YEAR</b>				<b>\$72,491.20</b>

**C. ADDITIONAL SERVICES (AS NEEDED):** The City of San Diego is committed to offering equitable programming in underserved communities. Through the use of grants, donations, and other funding sources, the Department is able to provide programs at little to no cost to participants. The Department seeks to contract classes at a fixed rate, with payments made from these funding sources. Please note, these services are not guaranteed and will be scheduled based on availability of funding. (Class size will adhere to the instructor-to-participant ratios outlined in Exhibit B, Section I.)

	Number of Sessions	Estimated Participants Per Session	Price Per Session	Estimated Price Per Year*
<b>Session Rate – 1 day a week, 4 weeks</b>				
Parent/Child Class (Walker-3.5 yrs old) 45-minute class	12	9	\$76.00	\$8,208.00
Preschool Age (3-5 years old) 45-minute class	12	9	\$76.00	\$8,208.00
School Age-Beginner (5-12 years old) 45-minute class	8	9	\$76.00	\$5,472.00
School Age-Intermediate (8-12 yrs old) 50-minute class	12	9	\$76.00	\$8,208.00
Advanced (5-12 years old) 60-minute class	12	9	\$76.00	\$8,208.00

<b>Hourly Rate – 1 hour per day</b>				
	Number of Sessions	Estimated Participants Per Session	Price Per Session	Estimated Price Per Year*
Preschool Age (3-5 years old)	10	9	\$19.00	\$1,710.00
School Age-Beginner (5-12 years old)	10	9	\$19.00	\$1,710.00
School Age-Intermediate (8-12 yrs old)	10	9	\$19.00	\$1,710.00
<b>C. AS NEEDED SERVICES TOTAL PER YEAR</b>				<b>\$43,434.00</b>

<b>GRAND TOTAL: Sections A, B, &amp; C</b>	
Section A - Classes	\$421,304.40/Yr
Section B - Camps	\$72,491.20/Yr
Section C - As Needed Services	\$43,434.00/Yr
<b>GRAND TOTAL ESTIMATED PRICE PER</b>	<b>\$537,229.6/Yr</b>

\*Calculation: "Number of Sessions" x "Estimated Participants per Session" x "Price per Participant per Session" = "Estimated Price per Year"

3. Exhibit B, Price Schedule – **Section C. Additional Services (As Needed)**

**Exception requested by Contractor:** Additional service to meet the needs of our therapeutic recreational service students. These classes would meet during the existing class schedule, typically during the 2-3 hours in between the morning and afternoon class sessions. The equipment is set up, but not being used during this time frame.

**City's Response: Denied.**

Please indicate your agreement with the above by signing the bottom of this letter. Thank you for your assistance.

Sincerely,



Jerry G. Gibbs  
 Associate Procurement Contracting Officer

This Letter is executed by the City and Contractor acting by and through their authorized officers.

ROCK N TUMBLE

By: 

Name: Mary Ann Aschieris

Title: Managing Member

Date: January 29, 2026

THE CITY OF SAN DIEGO

By: 

Name: Claudia Abarca

Title: Director, Purchasing & Contracting

Date: 02/12/2026

**EXHIBIT A  
PROPOSAL SUBMISSION AND REQUIREMENTS**

**A. PROPOSAL SUBMISSION**

**1. Timely Proposal Submittal.** Proposals must be submitted as described herein to the Purchasing & Contracting Department (P&C).

**1.1 Reserved.**

**1.2 Paper Proposals.** The City will accept paper proposals in lieu of eProposals. Paper proposals must be submitted in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope. Faxed proposals will not be accepted.

**1.3 Proposal Due Date.** Proposals must be submitted prior to the Closing Date indicated on the eBidding System. E-mailed and/or faxed proposals will not be accepted.

**1.4 Pre-Proposal Conference.** No pre-proposal conference will be held for RFP.

**1.4.1 Reserved.**

**1.5 Questions and Comments.** Written questions and comments must be submitted electronically via the eBidding System no later than the date specified on the eBidding System. Only written communications relative to the procurement shall be considered. The City's eBidding System is the only acceptable method for submission of questions. All questions will be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all proposers who are on record as having received this RFP, via its eBidding System. No oral communications can be relied upon for this RFP. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this RFP.

**1.6 Contact with City Staff.** Unless otherwise authorized herein, proposers who are considering submitting a proposal in response to this RFP, or who submit a proposal in response to this RFP, are prohibited from communicating with City staff about this RFP from the date this RFP is issued until a contract is awarded.

**2. Proposal Format and Organization.** Unless electronically submitted, all proposals should be securely bound and must include the following completed and executed forms and information presented in the manner indicated below:

**Tab A - Submission of Information and Forms.**

**2.1 Completed and signed Contract Signature Page.** If any addenda are issued, the latest Addendum Contract Signature Page is required.

**2.2 Exceptions requested by proposer, if any.** The proposer must present written factual or legal justification for any exception requested to the Scope of Work, the Contract, or the Exhibits thereto. Any exceptions to the Contract that have not been accepted

by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of proposer's exceptions, reject proposer's exceptions, and deem the proposal non-responsive, or award the Contract without proposer's proposed exceptions. The City will not consider exceptions addressed elsewhere in the proposal.

2.3 The Contractor Standards Pledge of Compliance Form.

2.4 Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions.

2.5 Living Wage Ordinance Certification of Compliance.

2.6 Reserved.

2.7 Reserved.

2.8 Additional Information as required in Exhibit B.

2.9 Reserved.

**Tab B - Executive Summary and Responses to Specifications.**

2.10 A title page.

2.11 A table of contents.

2.12 An executive summary, limited to one typewritten page, that provides a high-level description of the proposer's ability to meet the requirements of the RFP and the reasons the proposer believes itself to be best qualified to provide the identified services.

2.13 Proposer's response to the RFP.

**Tab C - Cost/Price Proposal (if applicable).** Proposers shall submit a cost proposal in the form and format described herein. Failure to provide cost(s) in the form and format requested may result in proposal being declared non-responsive and rejected.

**3. Proposal Review.** Proposers are responsible for carefully examining the RFP, the Specifications, this Contract, and all documents incorporated into the Contract by reference before submitting a proposal. If selected for award of contract, proposer shall be bound by same unless the City has accepted proposer's exceptions, if any, in writing.

**4. Addenda.** The City may issue addenda to this RFP as necessary. All addenda are incorporated into the Contract. The proposer is responsible for determining whether addenda were issued prior to a proposal submission. Failure to respond to or properly address addenda may result in rejection of a proposal.

**5. Quantities.** The estimated quantities provided by the City are not guaranteed. These quantities are listed for informational purposes only. Quantities vary depending on the demands of the City. Any variations from the estimated quantities shall not entitle the proposer to an adjustment in the unit price or any additional compensation.

**6. Quality.** Unless otherwise required, all goods furnished shall be new and the best of their kind.

**6.1 Items Offered.** Proposer shall state the applicable trade name, brand, catalog, manufacturer, and/or product number of the required good, if any, in the proposal.

**6.2 Brand Names.** Any reference to a specific brand name in a solicitation is illustrative only and describes a component best meeting the specific operational, design, performance, maintenance, quality, or reliability standards and requirements of the City. Proposer may offer an equivalent or equal in response to a brand name referenced (Proposed Equivalent). The City may consider the Proposed Equivalent after it is subjected to testing and evaluation which must be completed prior to the award of contract. If the proposer offers an item of a manufacturer or vendor other than that specified, the proposer must identify the maker, brand, quality, manufacturer number, product number, catalog number, or other trade designation. The City has complete discretion in determining if a Proposed Equivalent will satisfy its requirements. It is the proposer's responsibility to provide, at their expense, any product information, test data, or other information or documents the City requests to properly evaluate or demonstrate the acceptability of the Proposed Equivalent, including independent testing, evaluation at qualified test facilities, or destructive testing.

**7. Modifications, Withdrawals, or Mistakes.** Proposer is responsible for verifying all prices and extensions before submitting a proposal.

**7.1 Modification or Withdrawal of Proposal Before Proposal Opening.** Prior to the Closing Date, the proposer or proposer's authorized representative may modify or withdraw the proposal by providing written notice of the proposal modification or withdrawal to the City Contact via the eBidding System. E-mail or telephonic withdrawals or modifications are not permissible.

**7.2 Proposal Modification or Withdrawal of Proposal After Proposal Opening.** Any proposer who seeks to modify or withdraw a proposal because of the proposer's inadvertent computational error affecting the proposal price shall notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The proposer shall provide worksheets and such other information as may be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the proposer to prove the inadvertent error. If, as a result of a proposal modification, the proposer is no longer the apparent successful proposer, the City will award to the newly established apparent successful proposer. The City's decision is final.

**8. Incurred Expenses.** The City is not responsible for any expenses incurred by proposers in participating in this solicitation process.

**9. Public Records.** By submitting a proposal, the proposer acknowledges that any information submitted in response to this RFP is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the proposer submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the proposer to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of

the CPRA will not suffice. Rather, the proposer must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the proposer does not provide a specific and detailed legal basis for requesting the City to withhold proposer's confidential or proprietary information at the time of proposal submittal, City will release the information as required by the CPRA and proposer will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the proposer's obligation to defend, at proposer's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the proposer's request. Furthermore, the proposer shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at proposer's request. Nothing in the Contract resulting from this proposal creates any obligation on the part of the City to notify the proposer or obtain the proposer's approval or consent before releasing information subject to disclosure under the CPRA.

**10. Right to Audit.** The City Auditor may access proposer's records as described in San Diego Charter section 39.2 to confirm contract compliance.

## **B. PRICING**

**1. Fixed Price.** All prices shall be firm, fixed, fully burdened, Free on Board (FOB) destination, and include any applicable delivery or freight charges, and any other costs required to provide the requirements as specified in this RFP. The lowest total estimated contract price of all the proposals that meet the requirements of this RFP will receive the maximum assigned points to this category as set forth in this RFP. The other price schedules will be scored based on how much higher their total estimated contract prices compare with the lowest:

$$\left(1 - \frac{(\text{contract price} - \text{lowest price})}{\text{lowest price}}\right) \times \text{maximum points} = \text{points received}$$

For example, if the lowest total estimated contract price of all proposals is \$100, that proposal would receive the maximum allowable points for the price category. If the total estimated contract price of another proposal is \$105 and the maximum allowable points is 60 points, then that proposal would receive  $(1 - ((105 - 100) / 100)) \times 60 = 57$  points, or 95% of the maximum points. The lowest score a proposal can receive for this category is zero points (the score cannot be a negative number). The City will perform this calculation for each Proposal.

**2. Taxes and Fees.** Taxes and applicable local, state, and federal regulatory fees should not be included in the price proposal. Applicable taxes and regulatory fees will be added to the net amount invoiced. The City is liable for state, city, and county sales taxes but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. All or any portion of the City sales tax returned to the City will be considered in the evaluation of proposals.

**3. Escalation.** An escalation factor is not allowed unless called for in this RFP. If escalation is allowed, proposer must notify the City in writing in the event of a decline in

market price(s) below the proposal price. At that time, the City will make an adjustment in the Contract or may elect to re-solicit.

**4. Unit Price.** Unless the proposer clearly indicates that the price is based on consideration of being awarded the entire lot and that an adjustment to the price was made based on receiving the entire proposal, any difference between the unit price correctly extended and the total price shown for all items shall be offered shall be resolved in favor of the unit price.

## **C. EVALUATION OF PROPOSALS**

**1. Award.** The City shall evaluate each responsive proposal to determine which proposal offers the City the best value consistent with the evaluation criteria set forth herein. The proposer offering the lowest overall price will not necessarily be awarded a contract.

**2. Sustainable Materials.** Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.

### **3. Evaluation Process.**

**3.1 Process for Award.** A City-designated evaluation committee (Evaluation Committee) will evaluate and score all responsive proposals. The Evaluation Committee may require proposer to provide additional written or oral information to clarify responses. Upon completion of the evaluation process, the Evaluation Committee will recommend to the Purchasing Agent that award be made to the proposer with the highest scoring proposal.

### **3.2 Reserved.**

**3.3 Mandatory Interview/Oral Presentation.** The City will require proposers to interview and/or make an oral presentation if one or more proposals score within ten (10) points or less of the proposal with the highest score. Only the proposer with the highest scoring proposal and those proposers scoring within ten (10) points or less of the highest scoring proposal will be asked to interview and/or make an oral presentation. Interviews and/or oral presentations will be made to the Evaluation Committee in order to clarify the proposals and to answer any questions. The interviews and/or oral presentations will be scored as part of the selection process. The City will complete all reference checks prior to any oral interview. Additionally, the Evaluation Committee may require proposer's key personnel to interview. Interviews may be by telephone and/or in person. Multiple interviews may be required. Proposers are required to complete their oral presentation and/or interviews within seven (7) workdays after the City's request. Proposers should be prepared to discuss and substantiate any of the areas of the proposal submitted, as well as proposer's qualifications to furnish the subject goods and services. Proposer is responsible for any costs incurred for the oral presentation and interview of the key personnel.

**3.4 Discussions/Negotiations.** The City has the right to accept the proposal that serves the best interest of the City, as submitted, without discussion or negotiation. Contractors should, therefore, not rely on having a chance to discuss, negotiate, and adjust their proposals. The City may negotiate the terms of a contract with the winning proposer based on the RFP and the proposer's proposal or award the contract without further negotiation.

**3.5 Inspection.** The City reserves the right to inspect the proposer’s equipment and facilities to determine if the proposer is capable of fulfilling this Contract. Inspection will include, but not limited to, survey of proposer’s physical assets and financial capability. Proposer, by signing the proposal agrees to the City’s right of access to physical assets and financial records for the sole purpose of determining proposer’s capability to perform the Contract. Should the City conduct this inspection, the City reserves the right to disqualify a proposer who does not, in the City’s judgment, exhibit the sufficient physical and financial resources to perform this Contract.

**3.6 Evaluation Criteria.** The following elements represent the evaluation criteria that will be considered during the evaluation process:

	MAXIMUM EVALUATION POINTS
<b>A. Responsiveness to the RFP.</b> 1. Requested information included and thoroughness of response. 2. Understanding of the project and ability to deliver as exhibited in the Executive Summary. 3. Risk Profile (e.g., exception requests).	5
<b>B. Staffing Plan.</b> 1. Qualifications of personnel adequate for requirement. 2. Availability/Geographical location of personnel for required tasks. 3. Clearly defined Roles/Responsibilities of personnel. 4. Documentation proof for Staff who have passed/cleared any security background checks.	25
<b>C. Firm's Capability to provide the services and expertise and Past Performance.</b> 1. Relevant experience of the Firm and subcontractors. 2. List of personnel and qualifications including relevant certifications and training. 3. Minimum five years of experience offering similar recreation programs for public service agencies. 4. Business (or Business Office) and employees must reside in San Diego County. 5. Past/Prior Performance. 6. Capacity/Capability to meet The City of San Diego needs in a timely manner 7. Reference checks.	50
<b>D. Price.</b>	10
<b>E. Mandatory Interview/Presentation if held pursuant to Section 3.3 above.</b> 1. Technology 2. Communication 3. Thoroughness and Clarity of Presentation	10
SUB TOTAL MAXIMUM EVALUATION POINTS:	100
<b>F. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*</b>	12
FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:	112

\*The City shall apply a maximum of an additional 12 points to the proposer’s final score for SLBE OR ELBE participation. Refer to Equal Opportunity Contracting Form, Section V.

**4. Rejection of All Proposals.** The City may reject any and all proposals when to do so is in the City's best interests.

**D. ANNOUNCEMENT OF AWARD**

**1. Award of Contract.** The City will inform all proposers of its intent to award a Contract in writing.

**2. Obtaining Proposal Results.** No solicitation results can be obtained until the City announces the proposal or proposals best meeting the City's requirements. Proposal results may be obtained by: (1) e-mailing a request to the City Contact identified on the eBidding System or (2) visiting the P&C eBidding System to review the proposal results. To ensure an accurate response, requests should reference the Solicitation Number. Proposal results will not be released over the phone.

**3. Reserved.**

**E. PROTESTS.** The City's protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures provide unsuccessful proposers with the opportunity to challenge the City's determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.

**F. SUBMITTALS REQUIRED UPON NOTICE TO PROCEED.** The successful proposer is required to submit the following documents to P&C **within ten business days** from the date on the Notice to Proceed letter:

**1. Insurance Documents.** Evidence of all required insurance, including all required endorsements, as specified in Article VII of the General Contract Terms and Provisions.

**2. Taxpayer Identification Number.** Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each Contractor to provide a Form W-9 prior to the award of a Contract.

**3. Business Tax Certificate.** Unless the City Treasurer determines a business is exempt, all businesses that contract with the City must have a current business tax certificate.

**4. Reserved.**

**5. Reserved.**

The City may find the proposer to be non-responsive and award the Contract to the next highest scoring responsible and responsive proposer if the apparent successful proposer fails to timely provide the required information or documents.

**EXHIBIT B  
SCOPE OF WORK**

**A. SPECIFICATIONS.** Contractor shall provide the following services: gymnastics programs, which shall be comprised of (1) gymnastics class program and (2) seasonal gymnastics camp programs at the following City of San Diego Recreation Centers:

- |  |  |
|--|--|
| 1. Carmel Valley Recreation Center           | 3777 Townsgate Drive, San Diego, CA 92130        |
| 2. Ocean Air Recreation Center               | 4770 Fairport Way, San Diego, CA 92130           |
| 3. Pacific Highlands Ranch Recreation Center | 5977 Village Center Loop Wy, San Diego, CA 92130 |

Contractor must have experience as a teacher and/or program director for USA Gymnastics (USAG) or equivalent along with five years' experience operating instructional gymnastic classes and seasonal gymnastic camp programs for youth. Contractor along with staff must go through a curriculum training program to be qualified as a lead gymnastic instructor. Contractor also must have First Aid/CPR Certification, Safety Certification, Gymnastics Preschool and/or Fundamental Gymnastic Certification through USAG courses. Classes and camps will not be conducted on the following City observed holidays: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Cesar Chavez Day, Memorial Day, Independence Day, Juneteenth Day, Labor Day, Veterans' Day, Thanksgiving, and Christmas. Contractor cannot collect monies on site for this program.

Contractor must provide program goals for classes and camps, progressive and age-appropriate movements, and daily purposefully planned activities that fulfill participant's needs. All program goals must be approved by City staff in writing. Behavior expectations, rules, procedures, and daily routine must be established and uniformly implemented by the Contractor to provide participants with the stability and predictability needed to feel comfortable and safe. Gymnastics equipment, manipulatives, and supplies must be provided by Contractor. Storage space is available per facility with site supervisor approval; however, space may be limited.

**1. GYMNASTICS CLASS PROGRAM.** The gymnastics class program is designed for children including walkers to 12 years old. Class dates and times vary from site to site. Exhibit F details classes currently offered at each of the three City of San Diego Recreation Centers listed in Exhibit B, Section A. Classes at each site are assigned based on availability of the facility and community interest in each area. Based on public participation levels, community interests, and recreational trends, programs and/or locations may be expanded and/or modified as needed to enhance recreational programming.

**PROGRAM HOURS.** Contractor is responsible for scheduling program meeting dates and times based on the class and camp descriptions listed below. These schedules will follow the guidelines listed below:

**Ages 5 and below:** Contractor is responsible for not exceeding the maximum of 12 program hours per week.

**Ages 6 and up:** Contractor is responsible for not exceeding the maximum of 16 program hours per week.

Programs are offered in accordance with Department established seasonal sessions as listed below:

**PROGRAM SESSIONS:**

<b>SUMMER</b>	June – August
<b>FALL</b>	September – November
<b>WINTER</b>	December – February
<b>SPRING</b>	March – May

Classes are held one day during the week. Sessions differ per season: five weeks for Summer session, 14 weeks for Fall session, and ten weeks for Winter and Spring sessions.

**1.1 Parent/Child Class.** This class is designed for toddlers (Walkers to 3.5 years old). Contractor will guide parents to accompany their child through gymnastics activities that develop fine/gross motor skills and gymnastics moves through rhythm & movement. Participant engagement will include development of motor skills using age-appropriate gymnastics related stations and group circle activities (i.e. bubble play, music sticks, and parachute time). Class time should be divided equally among gymnastics stations and group activities. The minimum enrollment authorized is three participants and the maximum enrollment authorized is 20 participants. Parent/Guardian participation is required, and this class requires one teacher per eight students.

**1.2 Preschool Age.** This preschool age gymnastic class is designed for children between the ages of 3-5 years old. Contractor will teach age-appropriate gymnastics fundamentals and continue development of motor skills using progressive activities and performance goals to achieve gymnast competency in a safe and noncompetitive environment. Qualified instructors are required to lead classes and use gymnastics equipment to develop the participant's strength, flexibility, agility, and confidence as a gymnast. Recommended activities include swinging on the bars, jumping on the trampoline, and rolling on the tumbling mats. The minimum enrollment authorized is three participants and the maximum enrollment authorized is 50 participants. This class requires one teacher per six students.

**1.3 School Age - Beginner.** This school age class is designed for children between the ages of 5- 12 years old. Contractor will teach age-appropriate gymnastics skills and fundamentals using progressive activities and performance goals to achieve gymnast skill improvement and/or proficiency in a safe environment and noncompetitive environment. Qualified instructors are required to use gymnastics equipment to develop the participant's strength, flexibility, agility, and confidence as a gymnast. Participants will be divided into small groups based on age and skill level. The minimum enrollment authorized is three participants and the maximum enrollment authorized is 50 participants. This class requires one teacher per seven students.

**1.4 School Age - Intermediate.** This school age class is designed for children between the ages of 8- 12 years old. Contractor will teach age-appropriate gymnastics skills and fundamentals using progressive activities and performance goals to achieve gymnast skill improvement and/or proficiency in a safe environment and noncompetitive environment. Qualified instructors are required to use gymnastics equipment by to develop the participant's strength, flexibility, agility, and confidence as a gymnast. Participants will be divided into small groups based on age and skill level. The minimum enrollment authorized is three participants and the maximum enrollment authorized is 50 participants. This class requires one teacher per eight students.

**1.5 Advanced.** This advanced class is designed for children between the ages 5 – 12 years. This advanced gymnastics class is for gymnasts that have mastered a specific skill set and are ready for an additional challenge. Participants are invited to join based on the instructor’s evaluation of specified skills. Contract will teach advanced skills and fundamentals using progressive activities and performance goals to achieve proficiency. Qualified instructors are required to use gymnastic skills equipment to teach advanced skills with an emphasis on teamwork, focus, and strength & flexibility of the gymnast. The minimum enrollment authorized is three participants and the maximum enrollment authorized is 15 participants. Participants will be grouped into small groups based on age and skill level. This class requires one teacher per seven students.

**2. SEASONAL GYMNASTIC CAMPS PROGRAM.** Seasonal gymnastic camps are designed for children between the ages of 3 – 12 years old during the seasonal breaks from school. Campers will be grouped into small groups based on age and skill level. Preschool age camps meet five days a week from 9:00 am to 12:00pm. All other camps meet five days a week, from 9:00 am – 1:00 pm. Participants may register to participate for two, three, or five days a week. Seasonal gymnastic camp programs are offered when school is not in session.

**2.1 Preschool Age Camp.** The preschool age camp is designed for children between the ages of 3-5 years old. This camp incorporates beginner gymnastics skills and fundamentals on vault, bars, balance beam, floor, air track, tumble track and trampoline. Qualified instructors will use fun daily themes, and stations or circle group activities to work on development of motor skills. The minimum enrollment authorized is three participants and the maximum enrollment authorized is 20 participants. This camp requires one teacher per 12 students.

**2.2 Cheer and Gymnastic Camp.** The cheer and gymnastics camp is designed for children between the ages of 5-12 years old. This camp incorporates beginner cheer and gymnastics skill development. Participants will be grouped according to age. Qualified instructors will teach age-appropriate activities including cheer routines, tumbling, jumps and stunts in a safe and non-competitive environment. The minimum enrollment authorized is three participants and the maximum enrollment authorized is 20 participants. This camp requires one teacher per 12 students.

**2.3 School Age Camp.** The school age camp is designed for children between the ages of 5-12 years old. This camp incorporates beginner through intermediate gymnastics skills. Qualified instructors will teach age-appropriate activities in small groups including vault, bars, balance beam, floor, air track, tumble trak, and trampoline. Participants are also allocated open gym time to work on their favorite skills. The minimum enrollment authorized is three participants and the maximum enrollment authorized is 45. This camp requires one teacher per 15 students.

**B. TECHNICAL REPRESENTATIVE.** The Technical Representative for this Contract is identified in the notice of award and is responsible for overseeing and monitoring this Contract. The Technical Representative will provide daily oversight of this Contract to ensure compliance with this Scope of Work and/or performance to Contract specifications. The Technical Representative is also responsible for oversight of all the invoice payments and billing questions for purchase orders issued under this Contract. The Purchasing Agent shall be responsible for all contractual matters and is the only individual authorized to make changes of any kind to this Contract. The Contractor shall not rely upon any oral change from anyone, or a written request for change from someone other than the Purchasing

Agent. All changes must be in writing, signed by the Purchasing Agent. The City may identify a new Technical Representative to fulfill obligations of the Technical Representative set forth in this Contract by providing Contractor with the name and contact information of that individual in writing.

**C. STANDARD OF PERFORMANCE.** While performing the Services, Contractor will exercise the reasonable professional care and skill customarily exercised by reputable members of Contractor's profession and will use reasonable diligence and best judgment while exercising their professional skill and expertise. City expects the result of Contractor's Services to be the enjoyment and increased knowledge, skill, and/or ability of program participants. Contractor has sole control over the manner and means of accomplishing this result; however, the City may monitor Contractor's performance under this Contract to ensure these results and that Contractor is complying with the terms of this Contract.

**D. COMPENSATION.** The City of San Diego does not guarantee maximum participation by patrons. The Contractor will be paid for Services based solely on the actual number of participants enrolled in each program and the cost per participant as proposed by the Contractor in Exhibit B, Section U "Price Schedule" to this Contract, excluding any fees that are refunded.

City will establish a purchase order based on the terms of this Contract. To be paid for each program provided, Contractor must submit an invoice to the City to initiate payment for services. Final invoice must be submitted within 15 days of completion of the program. The request to initiate payment must be accompanied by the program activity number assigned to the program in the City's online registration software. Failure to list the program activity numbers may result in delay in payment.

**E. CONTRACT SERVICES.** The parties understand Contractor is responsible for performing the Services and has the sole discretion with regard to the manner and means in which these Services are performed. For the purpose of this Contract, the Contractor, Contractor's employees, and subcontractors will not be considered employees of the City for any purposes.

**F. SUBCONTRACTING.** Contractor will not subcontract any portion of the Services without prior written approval of City. If Contractor subcontracts any of the Services, Contractor will be fully responsible to City for the acts and omissions of Contractor's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Contractor is for the acts and omissions of persons directly employed by Contractor.

Nothing contained in this Contract will create any contractual relationship between any subcontractor of Contractor and City. Contractor will be responsible for payment of subcontractors. Contractor will bind every subcontractor to the terms of this Contract unless approved in writing by City in advance of subcontractor's commencement of any work under this Contract.

**G. INSTRUCTOR(S) AND ASSISTANT(S).** Contractor shall designate the instructor(s) and assistants for each program in Section D of the Price Schedule in this Contract. Contractor may utilize, at Contractor's own expense, the instructors and assistant(s) listed in Section D of the Price Schedule to this Contract to help perform the Services. Contractor may not utilize anyone who is not listed in Section D of the Price Schedule to this Contract without obtaining the prior written approval of the Technical Representative.

All instructors and assistants identified in Section D of the Price Schedule to this Contract must complete the City's criminal history background check with Live Scan fingerprints, prior to such instructor or assistant performing any of the Services under this Contract. At least one instructor/assistant must be CPR/First Aid certified during all hours of program.

Assistants must be at least 16 years of age and have a valid work permit. Assistants may not teach in place of the identified instructor without prior written approval of the Technical Representative. Assistants teaching in place of the identified instructor must be at least 18 years of age. Contractor is solely responsible for supervising the work of all instructors and assistant(s).

**H. BACKGROUND CHECK.** Prior to performing any work under this Contract, Contractor, its employees, and any subcontractors approved by the City must complete a criminal history background check with the City at Contractor's sole expense (the current fee is \$75, subject to change). The City reserves the right to require additional criminal history background checks periodically at its discretion and at the Contractor's sole expense. Should Contractor, Contractor's employees, or subcontractor's fail the City's criminal history background check, the City may immediately terminate this Contract and/or disqualify the Contractor from performing future services for the City.

**I. MANDATED REPORTER(S).** Contractor, its employees, and any subcontractors are "mandated reporters" within the meaning of California Penal Code section 11165.7(a) and must comply with the mandatory reporting requirements contained in California Penal Code section 11166.

**J. MUSIC AND FILM.** The Contractor shall not use, play or perform copyrighted music or film without appropriate licensing or other permission. It shall be Contractor's sole responsibility to ensure it only uses or performs copyrighted materials for which the City has obtained a valid license. A current list of the City's license contracts can be provided upon request to the Technical Representative. Should Contractor desire to use copyrighted materials for which the City does not have a license, Contractor shall obtain its own license from the appropriate licensing entity before Contractor uses the copyrighted materials. Contractor shall ensure that (1) the City is named in the license; (2) each City premise/location where Contractor intends to perform the music is identified in the license; and (3) Contractor has provided City with a fully executed copy of the license at least ten (10) days prior to the use or performance. The City shall notify Contractor in writing of any other approved licensing entity and any additional Contractor requirements imposed upon Contractor by the City by virtue of its licensing contract with licensing entity.

**K. PROGRAM ADVERTISEMENT.** The City will advertise Contractor's program(s) in the applicable seasonal brochures and in any other manner the City determines is appropriate. Contractor may also advertise Contractor's program(s) in any manner Contractor determines is appropriate, subject to the prior written approval of the Technical Representative. Contractor must obtain photo releases from any adult enrollee or the legal guardian of minors prior to any marketing or promotion with use of photos of enrollees.

**L. PROGRAM ROSTER.** The City will provide the Contractor a roster prior to the first program meeting. Contractor will notify the City if there are any discrepancies in the roster prior to the second program meeting. Contractor will not allow a person to participate in a program unless the person appears on the program roster and has signed a liability waiver

form. The parent or legal guardian is required to agree and sign the liability waiver when they register for each program using the City's online class registration software.

**M. ATTENDANCE.** Contractor will mark each day's attendance on the class attendance sheet and submit the completed attendance sheet to the City at the end of the program.

**N. CITY CANCELLATION.** The City may cancel a program if the City does not receive registration from the minimum participants as specified in Section A, above, of this Exhibit B. Contractor will not be compensated for any program cancelled due to low enrollment.

**O. CONTRACTOR CANCELLATION AND RESCHEDULING CLASS DATE(S).** Contractor may not cancel or reschedule a program meeting without prior written approval of the Technical Representative. Contractors are solely responsible for informing enrollees of any cancellations or rescheduled programs.

**P. USE OF CITY FACILITIES.** City will allow Contractor to use the City facility(ies) identified by the City on the day(s) and at the time(s) indicated in Section A, of this Exhibit B. Contractor must abide by the start and end times of each program stated in Exhibit B, Section A, subsection 2 – Seasonal Gymnastic Camps Program.

**Q. SAFETY.** Contractor will be required to comply with all City of San Diego Parks & Recreation Department's Safety Rules, including, but not limited to, the Child Safety and Supervision Procedures, if applicable, attached to this Contract as Exhibit E. The City of San Diego Parks and Recreation Department's Safety Rules will be provided, presented and disseminated to Contractor by City.

**R. ADDITIONAL REQUIREMENTS.** Contractor agrees to provide program information to the Recreation Center Directors and public upon request. Information includes, but is not limited to, a program description, adult to child ratios, and policies. The Recreation Center Directors are the site supervisors responsible for facility management and recreational programming for their assigned facility. Contractor agrees that should programs be canceled or start late, they are responsible for notification to City staff at the Recreation Centers listed in Exhibit B, Section A and all participants listed on the City's program rosters. Contractor agrees to make up all canceled program dates. Contractor agrees that make-up dates will be coordinated directly with Recreation Center Directors. If make-up dates cannot be accommodated within the scheduled season, participants will be refunded for missed dates and Contractor will not receive payment for refunded dates.

**S. ADDITIONAL REQUIREMENTS FOR RESPONSE TO RFP**

**1. Executive Summary.** As part of the Contractor's response to the Executive Summary of the RFP, Contractor shall provide documentation that demonstrates the Contractor has experience as a teacher and/or program director for USA Gymnastics or equivalent along with five years' experience providing instructional gymnastic classes and summer and seasonal gymnastic camp programs for walkers through 13 years of age providing the following services: supervising large groups of children within indoor environments, enforcing classroom and behavioral management skills, and implementing instructional activities. In addition, the Contractor shall provide a brief summary of their understanding of the requirements of providing a gymnastics program and seasonal gymnastic camp programs as detailed in Section A, above, of this Exhibit B.

**2. Staffing Plan.** Contractor shall verify that they have a business office and a program manager that reside in San Diego County and have adequate staffing to operate the gymnastics programs and camps by providing a list of personnel with a clear description of their roles and responsibilities. The proposals shall also include resumes for every individual that will provide the Services and include all applicable certifications and training.

**3. Resources.** Contractor shall provide a list of resources or equipment that Contractor intends to utilize to provide these high-quality programs.

**T. PROGRAM CHANGES.** Based on public participation levels and recreational trends, programs and/or locations may be added or modified as needed to enhance recreational programming provided that changes are consistent with the pricing structure as presented in the Price Schedule. Program additions or changes will be based on the City's desire to meet the recreational needs of the communities and the Contractor's ability to provide the requested services. The Contractor may propose program changes that will improve services and/or provide greater variety for participants to the City for consideration.

**U. PRICE SCHEDULE.** The City of San Diego does not guarantee maximum participation by patrons. The Contractor will be paid based solely on the actual number of participants enrolled in each program and the cost per participant as proposed by the Contractor. Due to holidays, some classes may be held for fewer weeks. In that case, payments will be based on the actual number of meetings. For example, a normal 10-week session that only has 9 meetings due to a holiday is calculated by dividing the price per session by 10 and multiplying that figure by 9.

Award will be made to a single Proposer. Proposer must submit pricing for each individual line of pricing on the "Program Price Tabulation" below to be considered responsive.

The Price Schedule must be completed in full. Only the City's Price Schedule will be accepted. Failure to provide pricing for each individual line of pricing shall be cause for the proposal to be deemed non-responsive and unacceptable. Failure to use or to complete in full the City Price Schedule or to make any deviations from the Price Schedule shall be cause for the proposer's proposal to be considered non-responsive and unacceptable.




**EXHIBIT C**



**THE CITY OF SAN DIEGO**  
**GENERAL CONTRACT TERMS AND PROVISIONS**  
**APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS**

## ARTICLE I SCOPE AND TERM OF CONTRACT

**1.1 Scope of Contract.** The scope of contract between the City and a provider of goods and/or services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Request for Proposal, Invitation to Bid, or other solicitation document (Solicitation); the successful bid or proposal; the letter awarding the contract to Contractor; the City's written acceptance of exceptions or clarifications to the Solicitation, if any; and these General Contract Terms and Provisions.

**1.2 Effective Date.** A contract between the City and Contractor (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.

**1.3 Contract Extension.** The City may, in its sole discretion, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the City may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Contractor shall not increase its pricing in excess of the percentage increase described in the Contract.

## ARTICLE II CONTRACT ADMINISTRATOR

**2.1 Contract Administrator.** The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.

**2.1.1 Contractor Performance Evaluations.** The Contract Administrator will evaluate Contractor's performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. City will provide Contractors who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond. City may consider final evaluations, including Contractor's response, in evaluating future proposals and bids for contract award.

**2.2 Notices.** Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

Purchasing Agent  
City of San Diego, Purchasing and Contracting Division  
1200 3<sup>rd</sup> Avenue, Suite 200  
San Diego, CA 92101-4195

## ARTICLE III COMPENSATION

**3.1 Manner of Payment.** Contractor will be paid within 15 days of received invoice , in arrears, for goods and/or services provided in accordance with the terms and provisions specified in the Contract.

### **3.2 Invoices.**

**3.2.1 Invoice Detail.** Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a breakdown including quantity of participants and corresponding contract rates along with a roster of participants supporting invoice detail and a total amount due.

**Service Contracts.** Contractor must submit invoices for services to City upon completion of each program session. Invoices must include the address of the location where services were performed and the dates in which services were provided.

**3.2.2** Reserved.

**3.2.3** Reserved.

**3.2.4 Extraordinary Work.** City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

**3.2.5 Reporting Requirements.** Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.

**3.2.5.1 Monthly Employment Utilization Reports.** Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5<sup>th</sup>) day of the subsequent month.

**3.2.5.2 Monthly Invoicing and Payments.** Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5<sup>th</sup>) day of the subsequent month.

**3.3 Annual Appropriation of Funds.** Contractor acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

**3.4 Price Adjustments.** Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, or the City's annual Living Wage increase. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Contractor must provide such written request and justification no less than sixty days before the date in which City may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less, or the City's Living Wage increase). City's approval of this request must be in writing.

## **ARTICLE IV SUSPENSION AND TERMINATION**

**4.1 City's Right to Suspend for Convenience.** City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and provisions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

**4.2 City's Right to Terminate for Convenience.** City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs otherwise); and (2) complete any and all additional work necessary for the orderly filing of documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

**4.3 City's Right to Terminate for Default.** Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a

determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

**4.3.1** If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

**4.3.2** If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs. Contractor shall also continue performance to the extent not terminated.

**4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors.** If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.

**4.5 Contractor's Right to Payment Following Contract Termination.**

**4.5.1 Termination for Convenience.** If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.

**4.5.2 Termination for Default.** If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

**4.6 Remedies Cumulative.** City's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

**ARTICLE V  
ADDITIONAL CONTRACTOR OBLIGATIONS**

**5.1 Reserved.**

**5.2 Reserved.**

**5.3 Responsibility for Damages.** Contractor is responsible for all damage that occurs as a result of Contractor's fault or negligence or that of its' employees, agents, or representatives in

connection with the performance of this Contract. Contractor shall immediately report any such damage to people and/or property to the Contract Administrator.

**5.4 Reserved.**

**5.5 Delay.** Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.

**5.5.1** If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

**5.6 Restrictions and Regulations Requiring Contract Modification.** Contractor shall immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

**5.7 Reserved.**

**5.8 Industry Standards.** Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

**5.9 Records Retention and Examination.** Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at

reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

**5.9.1** Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

**5.10 Quality Assurance Meetings.** Upon City's request, Contractor shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Contractor's performance. If requested, Contractor shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Contractor with feedback, will note any deficiencies in Contract performance, and provide Contractor with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by City will depend upon Contractor's performance.

**5.11 Duty to Cooperate with Auditor.** The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Contractor's records to confirm contract compliance. Contractor shall make reasonable efforts to cooperate with Auditor's requests.

**5.12 Reserved.**

**5.13 Project Personnel.** Except as formally approved by the City, the key personnel identified in Contractor's bid or proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City.

**5.13.1 Criminal Background Certification.** Contractor certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.

**5.13.2 Photo Identification Badge.** Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. City reserves the right to require Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. All employees shall turn in their photo identification badges to Contractor upon completion of services and prior to final payment of invoice.

**5.14 Standards of Conduct.** Contractor is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.

**5.14.1 Supervision.** Contractor shall provide adequate and competent supervision at all times during the Contract term. Contractor shall be readily available to meet with the City. Contractor shall provide the telephone numbers where its representative(s) can be reached.

**5.14.2 City Premises.** Contractor's employees and agents shall comply with all City rules and regulations while on City premises.

**5.14.3 Removal of Employees.** City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.

**5.15 Licenses and Permits.** Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

**5.16 Contractor and Subcontractor Registration Requirements.** Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. The City may not award the Contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

## **ARTICLE VI INTELLECTUAL PROPERTY RIGHTS**

**6.1 Rights in Data.** If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

**6.2 Intellectual Property Rights Assignment.** For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors,

including copyrights, in connection with the services performed under this Contract. Contractor shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

**6.3 Contractor Works.** Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

**6.4 Subcontracting.** In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a “works for hire” as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.

**6.5 Intellectual Property Warranty and Indemnification.** Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Contract are either original, or not encumbered, and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor’s own expense, new non-infringing materials, deliverables or works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Contractor further agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages, of any type, alleging or threatening that any Deliverable Materials, supplies, equipment, services or works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim

of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

**6.6 Software Licensing.** Contractor represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.

**6.7 Publication.** Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City without prior written consent from the City.

**6.8 Royalties, Licenses, and Patents.** Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

## **ARTICLE VII INDEMNIFICATION AND INSURANCE**

**7.1 Indemnification.** To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

**7.2 Insurance.** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or

in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

**7.2.1 Commercial General Liability.** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

**7.2.2 Commercial Automobile Liability.** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

**7.2.3 Workers' Compensation.** Insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

**7.2.4 Professional Liability (Errors and Omissions).** For consultant contracts, insurance appropriate to Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

**7.2.5 Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions:

**7.2.5.1 Additional Insured Status.** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

**7.2.5.2 Primary Coverage.** For any claims related to this contract, Contractor’s insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor’s insurance and shall not contribute with it.

**7.2.5.3 Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

**7.2.5.4 Waiver of Subrogation.** Contractor hereby grants to City a waiver of any right to subrogation which the Workers' Compensation insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

**7.2.5.5 Claims Made Policies (applicable only to professional liability).** The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

**7.3 Self Insured Retentions.** Self-insured retentions must be declared to and approved by City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

**7.4 Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.

City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

**7.5 Verification of Coverage.** Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**7.6 Special Risks or Circumstances.** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**7.7 Additional Insurance.** Contractor may obtain additional insurance not required by this

Contract.

**7.8 Excess Insurance.** All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

**7.9 Subcontractors.** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.

## **ARTICLE VIII BONDS**

**8.1 Payment and Performance Bond.** Prior to the execution of this Contract, City may require Contractor to post a payment and performance bond (Bond). The Bond shall guarantee Contractor's faithful performance of this Contract and assure payment to contractors, subcontractors, and to persons furnishing goods and/or services under this Contract.

**8.1.1 Bond Amount.** The Bond shall be in a sum equal to twenty-five percent (25%) of the Contract amount, unless otherwise stated in the Specifications. City may file a claim against the Bond if Contractor fails or refuses to fulfill the terms and provisions of the Contract.

**8.1.2 Bond Term.** The Bond shall remain in full force and effect at least until complete performance of this Contract and payment of all claims for materials and labor, at which time it will convert to a ten percent (10%) warranty bond, which shall remain in place until the end of the warranty periods set forth in this Contract. The Bond shall be renewed annually, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.

**8.1.3 Bond Surety.** The Bond must be furnished by a company authorized by the State of California Department of Insurance to transact surety business in the State of California and which has a current A.M. Best rating of at least "A-, VIII."

**Non-Renewal or Cancellation.** The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force and effect as required under this Contract, will be a material breach of the Contract subject to termination of the Contract.

**8.2 Alternate Security.** City may, at its sole discretion, accept alternate security in the form of an endorsed certificate of deposit, a money order, a certified check drawn on a solvent bank, or other security acceptable to the Purchasing Agent in an amount equal to the required Bond.

**ARTICLE IX  
CITY-MANDATED CLAUSES AND REQUIREMENTS**

**9.1 Contractor Certification of Compliance.** By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

**9.1.1 Drug-Free Workplace Certification.** Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

**9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations:** Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

**9.1.3 Non-Discrimination Requirements.**

**9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP).** Contractor shall comply with City's EOCP Requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

**Non-Discrimination Ordinance.** Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

**9.1.3.2 Compliance Investigations.** Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in

Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

**9.1.4 Equal Benefits Ordinance Certification.** Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

**9.1.5 Contractor Standards.** Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

**9.1.6 Noise Abatement.** Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

**9.1.7 Storm Water Pollution Prevention Program.** Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

Contractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended.

Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

**9.1.8 Service Worker Retention Ordinance.** If applicable, Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.

**9.1.9 Product Endorsement.** Contractor shall comply with Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

**9.1.10 Business Tax Certificate.** Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

**9.1.11 Equal Pay Ordinance.** Unless an exception applies, Contractor shall comply

with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor shall certify in writing that it will comply with the requirements of the EPO.

**9.1.11.1 Contractor and Subcontract Requirement.** The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Any Contractor subject to the Equal Pay Ordinance shall require all of its subcontractors to certify compliance with the Equal Pay Ordinance in its written subcontracts.

## **ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW**

**10.1 Conflict of Interest Laws.** Contractor is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000, *et. seq.*, and the Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

**10.2 Contractor's Responsibility for Employees and Agents.** Contractor is required to establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

**10.3 Contractor's Financial or Organizational Interests.** In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

**Certification of Non-Collusion.** Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

**10.4 Hiring City Employees.** This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

## **ARTICLE XI DISPUTE RESOLUTION**

**11.1 Mediation.** If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding

mediation before having recourse in a court of law.

**11.2 Selection of Mediator.** A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible.

**11.3 Expenses.** The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

**11.4 Conduct of Mediation Sessions.** Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

**11.5 Mediation Results.** Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

## **ARTICLE XII MANDATORY ASSISTANCE**

**Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor, its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City's request. Contractor's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

**12.1 Compensation for Mandatory Assistance.** City will compensate Contractor for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

**12.2 Attorneys' Fees Related to Mandatory Assistance.** In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

## ARTICLE XIII MISCELLANEOUS

**13.1 Headings.** All headings are for convenience only and shall not affect the interpretation of this Contract.

**13.2 Non-Assignment.** Contractor may not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the City's sole discretion. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

**13.3 Independent Contractors.** Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

**13.4 Subcontractors.** All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

**13.5 Covenants and Conditions.** All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

**Compliance with Controlling Law.** Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

**13.6 Governing Law.** The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

**13.7 Venue.** The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

**13.8 Successors in Interest.** This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

**13.9 No Waiver.** No failure of either City or Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

**13.10 Severability.** The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.

**13.11 Drafting Ambiguities.** The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Contract.

**13.12 Amendments.** Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

**13.13 Conflicts Between Terms.** If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.

**13.14 Survival of Obligations.** All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

**13.15 Confidentiality of Services.** All services performed by Contractor, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

**13.16 Insolvency.** If Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce

method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

**13.17 No Third Party Beneficiaries.** Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.

**13.18 Actions of City in its Governmental Capacity.** Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.

## EXHIBIT D

### WAGE REQUIREMENTS: SERVICE AND MAINTENANCE CONTRACTS EXECUTED ON OR AFTER JANUARY 1, 2015

By signing this Contract, Bidder certifies that he or she is aware of the wage provisions described herein and shall comply with such provisions before commencing services.

**B. Living Wages.** This Contract is subject to the City's Living Wage Ordinance (LWO), codified in San Diego Municipal Code Chapter 2, Article 2, Division 42. Bidder agrees to require all of its subcontractors, sublessees, and concessionaires subject to the LWO to comply with the LWO and all applicable regulations and rules.

**1. Payment of Living Wages.** Pursuant to San Diego Municipal Code section 22.4220(a), Bidder and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the required minimum hourly wage rates and health benefits rate unless an exemption applies.

**1.1** Copies of such living wage rates are available on the City website at <https://www.sandiego.gov/purchasing/programs/livingwage/>. Bidder and its subcontractors shall post a notice informing workers of their rights at each job site or a site frequently accessed by covered employees in a prominent and accessible place in accordance with San Diego Municipal Code section 22.4225(e).

**1.2** LWO wage and health benefit rates are adjusted annually in accordance with San Diego Municipal Code section 22.4220(b) to reflect the Consumer Price Index. Service contracts, financial assistance agreements, and City facilities agreements must include this upward adjustment of wage rates to covered employees on July 1 of each year.

**2. Compensated Leave.** Pursuant to San Diego Municipal Code section 22.4220(c), Bidder and its subcontractors shall provide a minimum of eighty (80) hours per year of compensated leave. Part-time employees must accrue compensated leave at a rate proportional to full-time employees.

**3. Uncompensated Leave.** Bidder and its subcontractors must also permit workers to take a minimum of eighty (80) hours of uncompensated leave per year to be used for the illness of the worker or a member of his or her immediate family when the worker has exhausted all accrued compensated leave.

**4. Enforcement and Remedies.** City will take any one or more of the actions listed in San Diego Municipal Code section 22.4230 should Bidder or its subcontractors are found to be in violation of any of the provisions of the LWO.

**5. Payroll Records.** Bidder and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Bidder is responsible for ensuring its subcontractors submit certified payroll records to the City.

**5.1** For contracts subject to both living wage and prevailing wage requirements, only one submittal will be required. Submittals by a Bidder and all subcontractors must comply with both ordinance requirements.

**6. Certification of Compliance.** San Diego Municipal Code section 22.4225 requires each Bidder to fill out and file a living wage certification with the Living Wage Program Manager within thirty (30) days of Award of the Contract.

**7. Annual Compliance Report.** Bidder and its subcontractors must file an annual report documenting compliance with the LWO pursuant to San Diego Municipal Code section 22.4225(d). Records documenting compliance must be maintained for a minimum of three (3) years after the City's final payment on the service contract or agreement.

**8. Exemption from Living Wage Ordinance.** Pursuant to San Diego Municipal Code section 22.4215, this Contract may be exempt from the LWO. For a determination on this exemption, Bidder must complete the Living Wage Ordinance Application for Exemption.

**EXHIBIT E  
PARK AND RECREATION TRAINING ATTENDANCE RECORD**

**Subject:** Child Safety and Supervision Procedures (Refresher Training)

**Description:** Distributed and reviewed the CHILD SAFETY AND SUPERVISION PROCEDURES for:  
 (a) PRESCHOOL AND DAY CAMP PROGRAMS  
 (b) ACTIVITIES FOR CHILDREN AGES 6-12 YEARS  
 (c) SPECIAL EVENTS AND OPEN PLAY

at every site where there are preschool-age programs (ex., tiny tots), day camps, activities for 6-12 year olds, special events or open play. Reviewed and posted in a prominent location in **all** facilities the Department Public Information Office flyer: WHAT TO DO WHEN A CHILD IS MISSING and WHEN A CHILD IS FOUND.

**Audience:** All paid staff (including grounds maintenance, recreation, and administrative employees), volunteers (registered including coaches), and contractual staff (who provide programs for preschoolers, 6-12 year olds, day camps, or special events).

**Requirement:** Required ANNUALLY for all Department employees, volunteers and contractors who work with children. This tailgate packet is available on the intranet: <http://citynet/training/tailgate/index.shtml>.  
 (Updated 3/12)

**Date:** \_\_\_\_\_ **Start Time:** \_\_\_\_\_ **End Time:** \_\_\_\_\_

**Location:** \_\_\_\_\_ **Presenter:** \_\_\_\_\_

**If presenter is Park and Recreation Department employee, indicate Employee I.D. Number:** \_\_\_\_\_

	<u>Employee I.D. Number</u>	<u>Print Name</u>	<u>Job Class</u>	<u>Signature</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____
6.	_____	_____	_____	_____
7.	_____	_____	_____	_____
8.	_____	_____	_____	_____
9.	_____	_____	_____	_____

Check method(s) used in this training to demonstrate each attendee listed learned key points:

Verbal response to questions       Written test  
 On-site demonstration of task       Other: \_\_\_\_\_

**Division:** \_\_\_\_\_ **District Manager:** \_\_\_\_\_

**Supervisor (of those in attendance):** \_\_\_\_\_ **Phone No.** \_\_\_\_\_

**City of San Diego Park & Recreation Department**  
**CHILD SAFETY AND SUPERVISION PROCEDURES**  
**FOR PRESCHOOL-AGE AND DAY CAMP PROGRAMS**

Effective immediately:

1. Paid staff or registered volunteers are required to supervise children at all times. Do not leave children unattended at any time during program. Program time includes arrival of the participants at sign in through departure at sign out. For activities that are 60 minutes or less, according to the stated time (e.g., peewee sports, tumbling), a class roster may substitute for sign in/sign out procedure: attendance must be taken at the beginning of the activity (or at late arrival) and at departure of the participants.
2. Staff shall provide supervision during the times stated for the activity. In preschool-age programs, minimum adult supervision is one paid staff member or registered volunteer per 12 children. In day camp programs, minimum adult supervision is one paid staff member or registered volunteer per 15 children. Any exceptions to this supervision standard must be approved in advance by the Deputy Director or higher.
3. Parents or designees are required to sign in and sign out the participants each day unless an attendance roster is used for the activity. Names of parents and designees must be on the emergency information card that is kept on site. The emergency card can be amended at any time by the parent.
4. Restroom breaks (as a group) should be routinely scheduled for the participants. No child will ever go to the restroom alone without a paid staff member, registered volunteer, or parent/guardian. With the permission of a paid staff member or registered volunteer, children 8 years of age and older may be allowed to use the same sex buddy system to go to the restroom.
5. Head counts must be conducted periodically by the instructor throughout the program and whenever there is a change of location (e.g., from field to building, field to comfort station, building to field, etc.).
6. When natural boundaries (e.g., fencing, hedge, etc.) do not exist at the site, the instructor must establish a boundary and instruct the children to stay within the boundary during the program.
7. At least two paid staff members or registered volunteers (which may include the activity instructor) shall be at the recreation center facility at all times. In the event of an emergency, one paid staff member or registered volunteer shall perform a head count and remain with and supervise the children throughout the emergency. If the activity is taking place at a neighborhood park or other remote site, or if there is only one instructor available at the facility, the instructor must carry a cell phone and be instructed in advance on the emergency procedure plan for that site/facility, which includes remaining with the children and calling 911 for emergency situations.
8. If a child is missing, immediately get the assistance of paid staff or registered volunteer to stay with the children and perform a head count. Instructor should begin search of immediate area (gather other staff to assist, if available). If the child is not located immediately, within 3-5 minutes call the Police at 911 and provide them with a complete description of the missing child. Next, contact the parent, then call Station 38 at 619/527-7663. Explain what has occurred. Request Station 38 notify the Deputy Director and Department Director.
9. Site supervisor must do walk around site checks on a regular basis during program hours.
10. These procedures will be posted in a prominent location at all program sites.
11. Ensure the following policies have been reviewed with all paid staff, registered volunteers, and contractors:
  - Emergency Procedures (site specific)
  - Child Abuse Reporting (for mandated or non-mandated reporters)
  - Procedures for: (a) preschool-aged activities and day camps, (b) 6-12 year old activities, and (c) special events and open play.

These procedures apply to all Department Divisions. If additions to or modifications of these procedures are needed, call the Department Training Office at 619/525-8245. Updated 3/12

**City of San Diego Park & Recreation Department**  
**CHILD SAFETY AND SUPERVISION PROCEDURES**  
**FOR ACTIVITIES FOR CHILDREN AGES 6 – 12 YEARS**  
(Classes, Field Trips, Youth Sports, Tournaments, Etc.)

Effective immediately:

1. Paid staff or registered volunteers are required to supervise children at all times. Do not leave children unattended at any time during program. Program time includes arrival of the participants at sign in through departure at sign out. A class roster may substitute for sign in/sign out procedure: attendance must be taken at the beginning of activity (or at late arrival) and at departure of the participants.
2. Staff shall provide supervision during the times stated for the activity. At least one paid staff member or registered volunteer shall be provided per 15 children. Any exceptions to this supervision standard must be approved in advance by the Deputy Director or higher.
3. Parents or designees are required to sign in and sign out the participants each day, unless an attendance roster is used for the activity. Names of parents and designees must be on the emergency information card that is kept on site. The emergency card can be amended at any time by the parent.
4. No child will go to the restroom alone without a paid staff member, registered volunteer, or parent/guardian; with permission of a paid staff member or registered volunteer, children 8 years of age and older may be allowed to use the same sex buddy system to go to the restroom.
5. Head counts must be conducted periodically by the instructor throughout the program and whenever there is a change of location (e.g., from field to building, field to comfort station, building to field, etc.).
6. When natural boundaries (e.g., fencing, hedge, etc.) do not exist at the site, the instructor must establish a boundary and instruct the children to stay within the boundary during the program.
7. At least two paid staff members or registered volunteers (which may include the activity instructor) shall be at the recreation center facility at all times. In the event of an emergency, one paid staff member or registered volunteer shall perform a head count and remain with and supervise the children throughout the emergency. If the activity is taking place at a neighborhood park or other remote site, or if there is only one instructor available at the facility, the instructor must carry a cell phone and be instructed in advance on the emergency procedure plan for that site/facility, which includes remaining with the children and calling 911 for emergency situations.
8. If a child is missing, immediately get the assistance of paid staff or registered volunteer to stay with the children and perform a head count. Instructor should begin search of immediate area (gather other staff to assist, if available). If the child is not located immediately, within 3-5 minutes call the Police at 911 and provide them with a complete description of the missing child. Next, contact the parent, then call Station 38 at 619/527-7663. Explain what has occurred. Request Station 38 notify the Deputy Director and Department Director.
9. Site supervisor must do walk around site checks on a regular basis during program hours.
10. These procedures will be posted in a prominent location at all program sites.
11. Ensure the following policies have been reviewed with all paid staff, registered volunteers, and contractors:
  - Emergency Procedures (site specific)
  - Child Abuse Reporting (for mandated or non-mandated reporters)
  - Procedures for: (a) preschool-aged activities and day camps, (b) 6-12 year old activities, and (c) special events and open play.

These procedures apply to all Department Divisions. If additions to or modifications of these procedures are needed, call the Department Training Office at 619/525-8245.

Updated 3/12

**City of San Diego Park & Recreation Department**  
**CHILD SAFETY AND SUPERVISION PROCEDURES**  
**FOR SPECIAL EVENTS AND OPEN PLAY**  
(Usually No Registration Required, and No Direct Supervision)

Effective immediately:

1. No direct supervision is provided.
2. If there is an emergency, paid staff and registered volunteers must follow the site specific emergency plan.
3. If a child is reported missing, immediately get the assistance of paid staff, registered volunteer, or parent/guardian. Begin search of immediate area (gather other staff to assist, if available). If the child is not located immediately, within 3-5 minutes call the Police at 911 and provide them with a complete description of the missing child. Next, contact the parent/guardian if not present and call Station 38 at 619/527-7663. Explain what has occurred. Request Station 38 notify the Deputy Director and Department Director.
4. Site supervisor must do walk around site checks on a regular basis during program hours.
5. These procedures will be posted in a prominent location at all program sites.
6. Ensure the following policies have been reviewed with all paid staff, registered volunteers, and contractors:
  - Emergency Procedures (site specific)
  - Child Abuse Reporting (for mandated or non-mandated reporters)
  - Procedures for: (a) preschool-aged activities and day camps, (b) 6-12 year old activities, and (c) special events and open play.

These procedures apply to all Department Divisions. If additions to or modifications of these procedures are needed, call the Department Training Office at 619/525-8245. Updated 3-12

## ATTENTION:

**Staff, Volunteers and Contractors at All Parks, Pools, and Recreation Facilities**

### WHAT TO DO WHEN A CHILD IS MISSING

**NEVER LEAVE A CHILD WHO IS PARTICIPATING IN A CITY OR CONTRACTUAL PROGRAM UNATTENDED DURING THE TIME THE CHILD IS ON SITE.**

**If a Child Should Become Lost,  
Follow this Step-By-Step Procedure to Ensure the Child's Safe Return.**

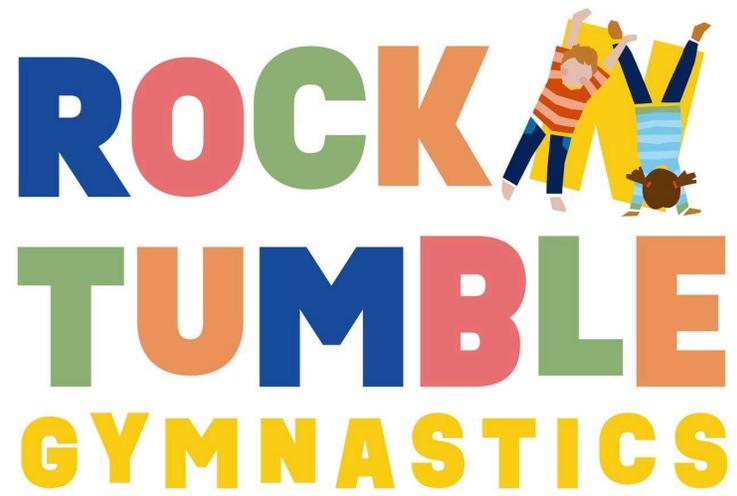
- 1) Conduct a count of all children present to confirm that a child is, in fact, missing.
- 2) Tell fellow staff members, volunteers, and contractors on site that a child is missing and provide a description of the child.
- 3) While a staff or volunteer supervises the other children, assign one or more staff or volunteers the task of searching the immediate area, including restrooms.
- 4) If the child is not located within three to five minutes, **call 911** and provide as much information to the police dispatcher as you can, including a description of the child, the location where you last saw the child, and the time that you last saw the child.
- 5) **Call Station 38 at 619/527-7663** and explain what occurred. Also, provide a description of the child, the location where you last saw the child, and the time you last saw the child. Request that Station 38 notify your Deputy Director right away.
- 6) **Contact the parent(s) or guardian(s) of the child** and explain that procedures for finding their child are being followed. Ask if another family member may have picked up the child, or if the child may have left the site to go somewhere familiar, like a friend's house nearby. If you receive any leads, call 911 and share the information with the police dispatcher.

### WHAT TO DO WHEN THE CHILD IS FOUND

- 1) As soon as the child is found, **immediately contact the parent(s) or guardian(s)** and provide them with a description of how and where the child was found.
- 2) **Call 911** and provide the updated information to the police dispatcher along with a description of how and where the child was found.
- 3) **Call Station 38 at 619/527-7663** and explain how and where the child was found. Request that Station 38 notify your Deputy Director.



**IF YOU HAVE ANY QUESTIONS,  
CALL THE PARK AND RECREATION DEPARTMENT  
TRAINING OFFICE AT 619/525-8245**



**ROCK  
TUMBLE  
GYMNASTICS**

Response to RFP  
September 10, 2025

# Table of Contents

## Tab A

1. Contract.....	4
2. Exceptions.....	7
3. Pledge of Compliance.....	9
4. Equal Opportunity Contracting.....	21
a. Work Force Report.....	25
b. Contractor's Certification of Pending Actions.....	32
5. Living Wage Exemption.....	33
6. Additional Information.....	39

## Tab B

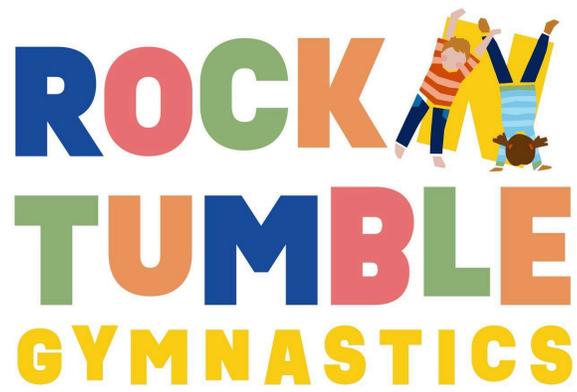
1. Executive Summary.....	42
2. Resume.....	43
3. Staffing Plan.....	44
a. Certifications.....	45
4. Resources.....	113

## Tab C

1. Cost/Price Proposal.....	116
-----------------------------	-----

## Addenda

1. Teacher Development Pyramid.....	121
2. Class Descriptions Poster (marketing).....	122
3. Lesson Plan Examples.....	123
4. Gym Set Up Map a. Teacher Rotation Plan.....	125
5. Coloring Page Handout Examples.....	127
6. Weekly Cleaning Schedule.....	129
7. Testimonials.....	130
8. Summer Camp Overview.....	131
9. Awards Program.....	138



Tab A

**2.2 Effective Date.** This Contract shall be effective on the date it is executed by the last Party to sign the Contract and approved by the City Attorney in accordance with San Diego Charter Section 40.

### **ARTICLE III COMPENSATION**

**3.1 Amount of Compensation.** City shall pay Contractor for performance of all Services rendered in accordance with this Contract. The total expenditure over the term of this Contract cannot exceed \$3,000,000.00.

### **ARTICLE IV WAGE REQUIREMENTS**

**4.1** By submitting a response to this RFP, Contractor certifies that he or she is aware of, and agrees to comply with, the wage provisions described in Exhibit D, Wage Requirements, which is incorporated herein by reference, before commencing Services.

### **ARTICLE V CONTRACT DOCUMENTS**

**5.1 Contract Documents.** The following documents comprise the Contract between the City and Contractor: this Contract and all exhibits thereto, the RFP; the Notice to Proceed; and the City's written acceptance of exceptions or clarifications to the RFP, if any.

**5.2 Contract Interpretation.** The Contract Documents completely describe the Services to be provided. Contractor will provide any Services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe Services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

**5.3 Precedence.** In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The 1<sup>st</sup> document has the highest priority. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

- 1<sup>st</sup> Any properly executed written amendment to the Contract
- 2<sup>nd</sup> The Contract
- 3<sup>rd</sup> The RFP and the City's written acceptance of any exceptions or clarifications to the RFP, if any
- 4<sup>th</sup> Contractor's Proposal

**5.4 Counterparts.** This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

**5.5 Public Agencies.** Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor’s acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

**CONTRACTOR**

Mary Ann Aschieris

Proposer

244 24th St

Street Address

Del Mar

City

8583424990

Telephone No.

mary@rockntumble.com

E-Mail

**CITY OF SAN DIEGO**  
A Municipal Corporation

BY:

Print Name:

Director, Purchasing & Contracting Department

Date Signed

BY:

Signed by:  
*Mary Aschieris*  
477BC02BE9C347C

Signature of  
Proposer’s Authorized  
Representative

Mary Aschieris

Print Name

Managing Member

Title

8/28/2025

Date

Approved as to form this \_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_.

HEATHER FERBERT, City Attorney

BY:

Deputy City Attorney



## Exceptions

### Tab C Price Schedule:

1. Section C. Additional Services:  
Hourly rate / 1 hour per day rate requires a three hour minimum.

2. Section A. Classes:  
Additional Service Requested

Proposer requests an additional service to meet the needs of our therapeutic recreational service students. These classes would meet during the existing class schedule, typically during the 2-3 hours in between the morning and afternoon class sessions. The equipment is set up, but not being used during this time frame.

Example:

1:1 (ages 3-12)	Number of Sessions	Estimated Number of Participants	Price per Participant per Session	Estimated Price per Year*
<b>Fall Session (14-week Session)</b>				
1:1 class (ages 3-12) 25-minute class	1	10	\$364	\$3640
<b>Winter Session (10-week session)</b>				
1:1 class (ages 3-12) 25-minute class	1	10	\$260	\$2600
<b>Spring Session (10-week session)</b>				
1:1 class (ages 3-12) 25-minute class	1	10	\$260	\$2600
<b>Summer Session (5-week session)</b>				
1:1 class (ages 3-12) 25-minute class	1	10	\$130	\$1300

3. Price Schedule: Section A Classes over estimate

Based on the equipment available and floor space required to teach gymnastics lessons, there appears to be an over-estimate in the Winter and Spring “# of sessions” columns as follows:

<b>Name</b>	<b># of Sessions</b> (as listed in RFP)	<b># of Sessions</b> (correct maximums based on equipment and floor space)
<b>Winter Session 10-week session</b>		
Parent Participation	14	7
Preschool	75	37
School Age (Beginner)	100	42
School Age (Intermediate)	10	5
School Age (Advanced)	25	11
<b>Spring Session 10-week session</b>		
Parent Participation	14	7
Preschool	75	37
School Age (Beginner)	100	42
School Age (Intermediate)	10	5
School Age (Advanced)	25	11

These corrected estimates reduce the Section A (Classes) total to \$ 575,586. They reduce Section A, B, C (Classes, Camps, Additional Services) to \$ 828,564.

**City of San Diego**  
**CONTRACTOR STANDARDS**  
**Pledge of Compliance**

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

“Principal” means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

**This form contains 10 pages, additional information may be submitted as part of *Attachment A*.**

**A. BID/PROPOSAL/SOLICITATION TITLE:**

Gymnastics Class Programs and Seasonal Gymnastics Camps 10090262-26-P

**B. BIDDER/PROPOSER INFORMATION:**

<b>Rock 'n Tumble LLC</b>			
Legal Name	244 24th Street	Del Mar	DBA CA 92014
Street Address	City	State	Zip
Contact Person, Title	Phone	Fax	
	Mary Aschieris, managing member	(858) 342-4990	

Provide the name, identity, and precise nature of the interest\* of all persons who are directly or indirectly involved\*\* in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

\* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

\*\* Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

<b>Marcie Germani</b>	<b>Program Director</b>
Name	Title/Position
<b>San Diego, CA 92109</b>	
City and State of Residence	Employer (if different than Bidder/Proposer)
<b>directing or supervising the actions of persons engaged in the above activity</b>	
Interest in the transaction	

<b>Lily Rongey</b>	<b>Lead Instructor</b>
Name	Title/Position
<b>San Diego, CA 92129</b>	
City and State of Residence	Employer (if different than Bidder/Proposer)
<b>directing or supervising the actions of persons engaged in the above activity</b>	
Interest in the transaction	

<b>Angel Martinez</b>	<b>Lead Instructor/Lesson Plan Dev</b>
Name	Title/Position
<b>San Diego, CA 92117</b>	
City and State of Residence	Employer (if different than Bidder/Proposer)
<b>directing or supervising the actions of persons engaged in the above activity</b>	
Interest in the transaction	

<b>Isabella Ideus</b>	<b>Instructor</b>
Name	Title/Position
<b>San Diego, CA 92111</b>	
City and State of Residence	Employer (if different than Bidder/Proposer)
<b>directing or supervising the actions of persons engaged in the above activity</b>	
Interest in the transaction	

<b>Elissa Paulino</b>	<b>Lead Instructor</b>
Name	Title/Position
<b>San Diego, CA 92109</b>	
City and State of Residence	Employer (if different than Bidder/Proposer)
<b>directing or supervising the actions of persons engaged in the above activity</b>	
Interest in the transaction	

<b>Amari Vaughn</b>	<b>Lead Instructor</b>
Name	Title/Position
<b>San Diego, CA 92128</b>	
City and State of Residence	Employer (if different than Bidder/Proposer)
<b>directing or supervising the actions of persons engaged in the above activity</b>	
Interest in the transaction	

Ashley Bigelow	Instructor
Name	Title/Position
San Diego, CA 92106	
City and State of Residence	Employer (if different than Bidder/Proposer)
directing or supervising the actions of persons engaged in the above activity	
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

**C. OWNERSHIP AND NAME CHANGES:**

1. In the past five (5) years, has your firm changed its name?  
 Yes       No

If **Yes**, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?  
 Yes       No

If **Yes**, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?  
 Yes       No

If **Yes**, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

**D. BUSINESS ORGANIZATION/STRUCTURE:**

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

**Corporation** Date incorporated: \_\_\_\_\_ State of incorporation: \_\_\_\_\_

List corporation's current officers: President: \_\_\_\_\_  
Vice Pres: \_\_\_\_\_  
Secretary: \_\_\_\_\_  
Treasurer: \_\_\_\_\_

Type of corporation: C  Subchapter S

Is the corporation authorized to do business in California:  **Yes**       **No**

If **Yes**, after what date: \_\_\_\_\_

Is your firm a publicly traded corporation?  Yes  No

If Yes, how and where is the stock traded? \_\_\_\_\_

If Yes, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods?  Yes  No

If Yes, please use Attachment A to disclose.

Please list the following: Authorized Issued Outstanding

- a. Number of voting shares: \_\_\_\_\_
- b. Number of nonvoting shares: \_\_\_\_\_
- c. Number of shareholders: \_\_\_\_\_
- d. Value per share of common stock:
 

Par	\$	_____
Book	\$	_____
Market	\$	_____

**Limited Liability Company** Date formed: July 6, 2004 State of formation: CA

List the name, title and address of members who own ten percent (10%) or more of the company:

Marv Aschieirs 100%. managing member. 244 24th Street. Del Mar. CA 92014  
\_\_\_\_\_  
\_\_\_\_\_

**Partnership** Date formed: 2004 - 2010 State of formation: CA

List names of all firm partners:

Tracy Hoffman  
Mary Ann Aschieirs  
\_\_\_\_\_

**Sole Proprietorship** Date started: 2010 - present

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

Rock 'n Tumble LLC  
\_\_\_\_\_  
\_\_\_\_\_

**Joint Venture** Date formed: \_\_\_\_\_

List each firm in the joint venture and its percentage of ownership:

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**Note:** To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

**E. FINANCIAL RESOURCES AND RESPONSIBILITY:**

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?

- Yes       No

If **Yes**, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?

- Yes       No

If **Yes**, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?

- Yes       No

If **Yes**, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

- Yes       No

If **Yes**, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?

- Yes       No

If **Yes**, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?

- Yes       No

If **Yes**, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: Bank of America

Point of Contact: NA

Address: 3535 Del Mar Heights Road. San Diego. CA 92130

Phone Number: (858) 793-4316

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

Business Tax Certificate No.: B2004010814 Year Issued: 08/01/2025

**F. PERFORMANCE HISTORY:**

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

Yes  No

If **Yes**, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

Yes  No

If **Yes**, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

Yes  No

If **Yes**, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

Yes  No

If **Yes**, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

Yes  No

If **Yes**, use *Attachment A* to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

Yes  No

If **Yes**, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: City of San Diego Park & Rec Department

Contact Name and Phone Number: Brian Vaira (858) 552-1614

Contact Email: bvaira@sandiego.gov

Address: 3777 Townsgate Drive, San Diego, CA 92130

Contract Date: center opening (1999) - present

Contract Amount: \_\_\_\_\_

Requirements of Contract: weekly quality gymnastics instruction & summer camps to C

Company Name: Thrive Learning Center

Contact Name and Phone Number: Heather Dalton (760) 602-6674

Contact Email: heather@thrivelearningcenter.org

Address: 501 S El Camino Real, Encinitas, CA 92024

Contract Date: September 2021 - May 2024

Contract Amount: \_\_\_\_\_

Requirements of Contract: weekly gymnastics instruction for 450+ home school commu

Company Name: San Diego Park and Rec Department

Contact Name and Phone Number: Denise Lamb (858) 552-1687

Contact Email: dlamb@sandiego.gov

Address: 4770 Fairport Way

Contract Date: center opening (2010 - present)

Contract Amount: \_\_\_\_\_

Requirements of Contract: weekly quality gymnastics instruction & summer camps to C

**G. COMPLIANCE:**

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?

Yes       No

If **Yes**, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?

Yes       No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

**H. BUSINESS INTEGRITY:**

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

Yes No

If **Yes**, please disclose the names of those relatives in Attachment A.

**I. BUSINESS REPRESENTATION:**

1. Are you a local business with a physical address within the County of San Diego?

Yes No

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?

Yes No

Certification # \_\_\_\_\_

3. Are you certified as any of the following:

- a. Disabled Veteran Business Enterprise Certification # \_\_\_\_\_
- b. Woman or Minority Owned Business Enterprise Certification # \_\_\_\_\_
- c. Disadvantaged Business Enterprise Certification # \_\_\_\_\_

**J. WAGE COMPLIANCE:**

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local **prevailing, minimum, or living wage laws**? Yes No If **Yes**, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

**K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:**

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: N/A

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contractor License No.: \_\_\_\_\_ DIR Registration No.: \_\_\_\_\_

Sub-Contract Dollar Amount: \$ \_\_\_\_\_ (per year) \$ \_\_\_\_\_ (total contract term)

Scope of work subcontractor will perform: \_\_\_\_\_

Identify whether company is a subcontractor or supplier: \_\_\_\_\_

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: N/A

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contractor License No.: \_\_\_\_\_ DIR Registration No.: \_\_\_\_\_

Sub-Contract Dollar Amount: \$ \_\_\_\_\_ (per year) \$ \_\_\_\_\_ (total contract term)

Scope of work subcontractor will perform: \_\_\_\_\_

Identify whether company is a subcontractor or supplier: \_\_\_\_\_

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

**L. STATEMENT OF AVAILABLE EQUIPMENT:**

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

**M. TYPE OF SUBMISSION:** This document is submitted as:

- Initial submission of *Contractor Standards Pledge of Compliance*
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement
- Update of prior *Contractor Standards Pledge of Compliance* dated \_\_\_\_\_.

**Complete all questions and sign below.**

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

(a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.

(b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).

(c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

(d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).

(e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

**Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.**

Mary Ann Aschieris, manager



9/1/2025

Name and Title

Signature

Date

**City of San Diego  
CONTRACTOR STANDARDS  
Attachment "A"**

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Mary Aschieris

Print Name, Title



Signature

9/1/2025

Date

## EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

### GOODS AND SERVICES CONTRACTOR REQUIREMENTS

#### I. City's Equal Opportunity Contracting Commitment.

The City of San Diego (City) promotes equal employment and subcontracting opportunities. The City is committed to ensuring that taxpayer dollars spent on public contracts are not paid to businesses that practice discrimination in employment or subcontracting. The City encourages all companies seeking to do business with the City to share this commitment. Contractors are encouraged to take positive steps to diversify and expand their subcontractor and supplier solicitation base and to offer opportunities to all eligible business firms.

*Contractors must submit the required EOCP documentation indicated below with their proposals. Contractors who fail to provide the required EOCP documentation are considered non-responsive.*

#### II. Definitions.

**Commercially Useful Function:** a Small Local Business Enterprise or Emerging Local Business Enterprise (SLBE/ELBE) performs a commercially useful function when it is responsible for execution of the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SLBE/ELBE shall also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether an SLBE/ELBE is performing a commercially useful function, an evaluation will be performed of the amount of work subcontracted, normal industry practices, whether the amount the SLBE/ELBE firm is to be paid under the contract is commensurate with the work it is actually performing and the SLBE/ELBE credit claimed for its performance of the work, and other relevant factors. Specifically, an SLBE/ELBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE/ELBE participation, when in similar transactions in which SLBE/ELBE firms do not participate, there is no such role performed.

**Disadvantaged Business Enterprise (DBE):** a certified business that is (1) at least fifty-one (51%) owned by socially and economically Disadvantaged Individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more socially and economically Disadvantaged Individuals; and (2) whose daily business operations are managed and directed by one or more socially and economically disadvantaged owners. Disadvantaged Individuals include Black Americans, Hispanic Americans, Asian Americans, and other minorities, or individual found to be disadvantaged by the Small Business Administration pursuant to Section 8 of the Small Business Reauthorization Act.

**Disabled Veteran Business Enterprise (DVBE):** a certified business that is (1) at least fifty-one percent (51%) owned by one or more Disabled Veterans; and (2) business operations must be managed and controlled by one or more Disabled Veterans. A Disabled Veteran is a veteran of the U.S. military, naval, or air service who resides in California and has a service-connected disability of at least 10% or more. The firm shall be certified by the State of California's Department of General Services, Office of Small and Minority Business.

**Emerging Business Enterprise (EBE):** a business whose gross annual receipts do not exceed the amount set by the City Manager, and which meets all other criteria set forth in the regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for EBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace.

**Emerging Local Business Enterprise (ELBE):** a Local Business Enterprise that is also an Emerging Business Enterprise.

**Local Business Enterprise (LBE):** a business that has both a principal place of business and a significant employment presence in the County of San Diego, and that has been in operation for twelve (12) consecutive months.

**Minority Business Enterprise (MBE):** a certified business that is (1) at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more minorities owners. Minorities include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American, and Native Hawaiian.

**Other Business Enterprise (OBE):** any business which does not otherwise qualify as Minority, Woman, Disadvantaged, or Disabled Veteran Business Enterprise.

**Principal Place of Business:** a location wherein a business maintains a physical office and through which it obtains no less than fifty percent (50%) of gross annual receipts.

**Significant Employee Presence:** no less than twenty-five percent (25%) of a business's total number of employees.

**Small Business Enterprise (SBE):** a business whose gross annual receipts do not exceed the amount set by the City Manager, and that meets all other criteria set forth in regulations implementing the City's Small and Local Business Preference Program. The City Manager shall review the threshold amount for SBEs on an annual basis, and adjust as necessary to reflect changes in the marketplace. A business certified as a DVBE by the State of California, and that has provided proof of such certification to the City manager, shall be deemed to be an SBE.

**Small Local Business Enterprise (SLBE):** a Local Business Enterprise that is also a Small Business Enterprise.

**Women Business Enterprise (WBE):** a certified business that is (1) at least fifty-one percent (51 %) owned by a woman or women, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more women; and (2) whose daily business operations are managed and directed by one or more women owners.

### **III. Disclosure of Discrimination Complaints.**

As part of its proposal, Contractor shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken. (Attachment AA).

### **IV. Work Force Report and Equal Opportunity Outreach Plan.**

- A. Work Force Report. Contractors shall submit with their proposal a Work Force Report (WFR) for approval by the City. (Attachment BB). If the City determines that there are under representations when compared to County Labor Force Availability data, then the Contractor will also be required to submit an Equal Employment Opportunity Plan (EEOP) to the City for approval. Questions regarding the WFR should be directed to the Equal Opportunity Contracting Department.
- B. Duty to Comply with Equal Opportunity Outreach Plan. A Contractor for whom an EEOP has been approved by the City shall use best efforts to comply with that EEOP.

### **V. Small and Local Business Program Requirements.**

The City has adopted a Small and Local Business Enterprise program for goods, services, and consultant contracts. The SLBE requirements are set forth in Council Policy 100-10. For contracts in which the Purchasing Agent is required to advertise for sealed proposals in the City's official newspaper or consultant contracts valued over \$50,000, the City shall:

- A. Apply a maximum of an additional 12% of the total possible evaluation points to the Contractor's final score for SLBE or ELBE participation. Additional points will be awarded as follows:
  - a. If the Contractor achieves 20% participation, apply 5% of the total possible evaluation points to the Contractor's score; or
  - b. If the Contractor achieves 25% participation, apply 10% of the total possible evaluation points to the Contractor's score; or
  - c. If the prime contractor is a SLBE or an ELBE, apply 12% of the total possible evaluation points to the Contractor's score.

## **VI. Maintaining Participation Levels.**

- A. Additional points are based on the Contractor's level of participation proposed prior to the award of the goods, services, or consultant contract. Contractors are required to achieve and maintain the SLBE or ELBE participation levels throughout the duration of the goods, services, or consultant contract.
- B. If the City modifies the original specifications, the Contractor shall make reasonable efforts to maintain the SLBE or ELBE participation for which the additional points were awarded. The City must approve in writing a reduction in SLBE or ELBE participation levels.
- C. Contractor shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE or ELBE subcontractor.
- D. Contractor's failure to maintain SLBE or ELBE participation levels as specified in the goods, services, or consultant contract shall constitute a default and grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.
- E. The remedies available to the City under Council Policy 100-10 are cumulative to all other rights and remedies available to the City.

## **VII. Certifications.**

The City accepts certifications of MBE, WBE, DBE, or DVBE from the following certifying agencies:

- A. Current certification by the State of California Department of Transportation (CALTRANS) as DBE.
- B. Current MBE or WBE certification from the California Public Utilities Commission.
- C. DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business.
- D. Current certification by the City of Los Angeles as DBE, WBE, or MBE.

Subcontractors' valid proof of certification status e.g., copy of MBE, WBE, DBE, or DVBE certification must be submitted with the proposal or contract documents. MBE, WBE, DBE, or DVBE certifications are listed for informational purposes only.

## **VIII. List of Attachments.**

- AA. Contractors Certification of Pending Actions
- BB. Work Force Report

**EQUAL OPPORTUNITY CONTRACTING (EOC)**

1200 Third Avenue, Suite 200 • San Diego, CA 92101  
Phone: (619) 236-6000 • Fax: (619) 236-5904

**BB. WORK FORCE REPORT**

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

**NO OTHER FORMS WILL BE ACCEPTED  
CONTRACTOR IDENTIFICATION**

Type of Contractor:  Construction  Vendor/Supplier  Financial Institution  Lessee/Lessor  
 Consultant  Grant Recipient  Insurance Company  Other

Name of Company: Rock 'n Tumble LLC

ADA/DBA: \_\_\_\_\_

Address (Corporate Headquarters, where applicable): 244 24th St

City: Del Mar County: San Diego State: CA Zip: 92014

Telephone Number: (858) 487-7799 Fax Number: \_\_\_\_\_

Name of Company CEO: Mary Ann Aschieris

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_

Type of Business: Gymnastics Instruction and Gymnastics Camps Type of License: \_\_\_\_\_

The Company has appointed: Mary Ann Aschieris

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: \_\_\_\_\_

Telephone Number: (858) 342-4990 Fax Number: \_\_\_\_\_ Email: mary@rockntumble.com

- One San Diego County (or Most Local County) Work Force - Mandatory
- Branch Work Force \*
- Managing Office Work Force

*Check the box above that applies to this WFR.*

*\*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

I, the undersigned representative of Rock 'n Tumble LLC

(Firm Name)

San Diego, California hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 1st day of September, 2025



(Authorized Signature)

Mary Ann Aschieris

(Print Authorized Signature Name)

**WORK FORCE REPORT – Page 2**

NAME OF FIRM: Rock 'n Tumble LLC DATE: 9/1/2025

OFFICE(S) or BRANCH(ES): one COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial														
Professional		1		2		1						4		
A&E, Science, Computer														
Technical														
Sales														
Administrative Support														
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

\*Construction laborers and other field employees are not to be included on this page

Totals Each Column		1		2		1						4		
--------------------	--	---	--	---	--	---	--	--	--	--	--	---	--	--

**Grand Total All Employees** 8

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

**WORK FORCE REPORT – Page 3**

NAME OF FIRM: Rock 'n Tumble LLC DATE: 9/1/2025

OFFICE(S) or BRANCH(ES): \_\_\_\_\_ COUNTY: \_\_\_\_\_

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

**Grand Total All Employees** 0

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

## Work Force Report

### HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (American Indian or Alaska Native, Asian, Black or African-American, Native Hawaiian or Pacific Islander, White, and Other) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

### WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report<sup>1</sup>. By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county<sup>2</sup>. If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

### MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report<sup>1, 3</sup>. In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.<sup>3</sup>

### TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one <sup>1</sup>, two <sup>2</sup> & three <sup>3</sup>. These numbers coincide with the types of work force report required in the example. See below:

- <sup>1</sup> One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- <sup>2</sup> Branch Work Force \*
- <sup>3</sup> Managing Office Work Force

*\*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

### RACE/ETHNICITY CATEGORIES

**American Indian or Alaska Native** – A person having origins in any of the peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment.

**Asian** – A person having origins in any of the peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

**Black or African American** – A person having origins in any of the Black racial groups of Africa.

**Native Hawaiian or Pacific Islander** – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

**White** – A person having origins in any of the peoples of Europe, the Middle East, or North Africa.

**Hispanic or Latino** – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin.

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## Exhibit A: Work Force Report Job Categories – Administration

Refer to this table when completing your firm's Work Force Report form(s).

### Management & Financial

Advertising, Marketing, Promotions, Public Relations, and Sales Managers  
Business Operations Specialists  
Financial Specialists  
Operations Specialties Managers  
Other Management Occupations  
Top Executives

### Professional

Art and Design Workers  
Counselors, Social Workers, and Other Community and Social Service Specialists  
Entertainers and Performers, Sports and Related Workers  
Health Diagnosing and Treating Practitioners  
Lawyers, Judges, and Related Workers  
Librarians, Curators, and Archivists  
Life Scientists  
Media and Communication Workers  
Other Teachers and Instructors  
Postsecondary Teachers  
Primary, Secondary, and Special Education School Teachers  
Religious Workers  
Social Scientists and Related Workers

### Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers  
Computer Specialists  
Engineers  
Mathematical Science Occupations  
Physical Scientists

### Technical

Drafters, Engineering, and Mapping Technicians  
Health Technologists and Technicians  
Life, Physical, and Social Science Technicians  
Media and Communication Equipment Workers

### Sales

Other Sales and Related Workers  
Retail Sales Workers  
Sales Representatives, Services  
Sales Representatives, Wholesale and Manufacturing  
Supervisors, Sales Workers

### Administrative Support

Financial Clerks  
Information and Record Clerks  
Legal Support Workers

Material Recording, Scheduling, Dispatching, and Distributing Workers  
Other Education, Training, and Library Occupations  
Other Office and Administrative Support Workers  
Secretaries and Administrative Assistants  
Supervisors, Office and Administrative Support Workers

### Services

Building Cleaning and Pest Control Workers  
Cooks and Food Preparation Workers  
Entertainment Attendants and Related Workers  
Fire Fighting and Prevention Workers  
First-Line Supervisors/Managers, Protective Service Workers  
Food and Beverage Serving Workers  
Funeral Service Workers  
Law Enforcement Workers  
Nursing, Psychiatric, and Home Health Aides  
Occupational and Physical Therapist Assistants and Aides  
Other Food Preparation and Serving Related Workers  
Other Healthcare Support Occupations  
Other Personal Care and Service Workers  
Other Protective Service Workers  
Personal Appearance Workers  
Supervisors, Food Preparation and Serving Workers  
Supervisors, Personal Care and Service Workers  
Transportation, Tourism, and Lodging Attendants

### Crafts

Construction Trades Workers  
Electrical and Electronic Equipment Mechanics, Installers, and Repairers  
Extraction Workers  
Material Moving Workers  
Other Construction and Related Workers  
Other Installation, Maintenance, and Repair Occupations  
Plant and System Operators  
Supervisors of Installation, Maintenance, and Repair Workers  
Supervisors, Construction and Extraction Workers  
Vehicle and Mobile Equipment Mechanics,

Installers, and Repairers  
Woodworkers

**Operative Workers**

Assemblers and Fabricators  
Communications Equipment Operators  
Food Processing Workers  
Metal Workers and Plastic Workers  
Motor Vehicle Operators  
Other Production Occupations  
Printing Workers  
Supervisors, Production Workers  
Textile, Apparel, and Furnishings Workers

**Transportation**

Air Transportation Workers  
Other Transportation Workers  
Rail Transportation Workers  
Supervisors, Transportation and Material  
Moving Workers  
Water Transportation Workers

**Laborers**

Agricultural Workers  
Animal Care and Service Workers  
Fishing and Hunting Workers  
Forest, Conservation, and Logging Workers  
Grounds Maintenance Workers  
Helpers, Construction Trades  
Supervisors, Building and Grounds Cleaning  
and Maintenance Workers  
Supervisors, Farming, Fishing, and Forestry  
Workers

**Exhibit B: Work Force Report Job Categories-Trade**

**Brick, Block or Stone Masons**

Brickmasons and Blockmasons  
Stonemasons

**Carpenters**

**Carpet, floor and Tile Installers and Finishers**

Carpet Installers  
Floor Layers, except Carpet, Wood and Hard  
Tiles  
Floor Sanders and Finishers  
Tile and Marble Setters

**Cement Masons, Concrete Finishers**

Cement Masons and Concrete Finishers  
Terrazzo Workers and Finishers

**Construction Laborers**

**Drywall Installers, Ceiling Tile Inst**

Drywall and Ceiling Tile Installers  
Tapers

**Electricians**

**Elevator Installers and Repairers**

**First-Line Supervisors/Managers**

First-line Supervisors/Managers of  
Construction Trades and Extraction Workers

**Glaziers**

**Helpers, Construction Trade**

Brickmasons, Blockmasons, and Tile and  
Marble Setters  
Carpenters  
Electricians  
Painters, Paperhangers, Plasterers and Stucco  
Pipelayers, Plumbers, Pipefitters and  
Steamfitters  
Roofers  
All other Construction Trades

**Millwrights**

Heating, Air Conditioning and Refrigeration  
Mechanics and Installers  
Mechanical Door Repairers  
Control and Valve Installers and Repairers  
Other Installation, Maintenance and Repair  
Occupations

**Misc. Const. Equipment Operators**

Paving, Surfacing and Tamping Equipment  
Operators  
Pile-Driver Operators  
Operating Engineers and Other Construction  
Equipment Operators

**Painters, Const. Maintenance**

Painters, Construction and Maintenance  
Paperhangers

**Pipelayers and Plumbers**

Pipelayers  
Plumbers, Pipefitters and Steamfitters

**Plasterers and Stucco Masons****Roofers****Security Guards & Surveillance Officers****Sheet Metal Workers****Structural Iron and Steel Workers****Welding, Soldering and Brazing Workers**

Welders, Cutter, Solderers and Brazers  
Welding, Soldering and Brazing Machine  
Setter, Operators and Tenders

**Workers, Extractive Crafts, Miners**

**AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS**

As part of this Contract, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.
- The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN

Contractor Name: Rock 'n Tumble LLC

Certified By Mary Ann Aschieris Title managing member  
Name

 Date 9/1/25  
Signature

**LIVING WAGE ORDINANCE  
 APPLICATION FOR EXEMPTION**

**COMPANY INFORMATION**

Company Name: Rock 'n Tumble LLC  
 Company Address: 244 24th Street  
 Company Contact Name: Mary Ann Aschieris Contact Phone: 858.342.4990

**CONTRACT INFORMATION**

Contract Number (if no number, state location): Invitation # 10090262-26-P Start Date: Fall 2025  
 Contract Title or description: Gymnastic Class Programs, and Seasonal Gymnastic Camps End Date:  
 Purpose/Service Provided: Quality Gymnastics Class and Gymnastics Camp Programs

**EXEMPTION BASIS**

Check one option and submit required supporting documentation:

- Business employs 12 or fewer employees**, including parent and subsidiary entities, for each working day in each of 20 or more calendar weeks in current or preceding calendar year and, in the City's determination, will not need to retain more than a total of 12 employees (including subcontractors) to perform work related to the City contract. [SDMC §22.4215 (c)(1)]  
Required documentation: Correspondence on company letterhead and signed by a legally authorized officer documenting number of employees and listing subcontractors AND copy of firm's State of California Employment Development Department Quarterly Contribution Return and Report of Wages (Continuation) [form DE9C] for prior two quarters.
- Business operating as sole proprietorship with no employees** and will not utilize subcontractors. [SDMC §22.4215 (c)(1)]  
Required documentation: A completed Living Wage Ordinance Self-Attestation form for Business Operating as a Sole Proprietorship by sole proprietor.
- Business organized under IRS section 501(c)(3)** and highest officer's salary, when calculated on an hourly basis, is less than eight times the hourly wage rate of the lowest paid covered employee. SDMC section 22.4215 (c)(2).  
Required documentation: Copy of IRS letter recognizing status as non-profit organized under section 501(c)(3) AND statement of salary listing corporation's highest paid officer and lowest paid worker, both computed on an hourly basis.
- Collective Bargaining Agreement** specifically (in writing) supersedes the Living Wage Ordinance. SDMC section 22.4240.  
Required documentation: Copy of collective bargaining agreement OR written confirmation from union representing employees working on the contract.

**CONTRACTOR CERTIFICATION**

By signing, the contractor certifies under penalty of perjury under laws of the State of California that information submitted in support of this application is true and correct to the best of the contractor's knowledge.

Mary Ann Aschieris	managing member
Name of Signatory	Title of Signatory
	9/1/2025
Signature	Date

Approval of this application exempts only the listed contractor from the LWO during performance of this contract. A subcontractor performing work on this contract is not exempt unless separate exemption is applied for and approved.

**FOR OFFICIAL CITY USE ONLY**

<input type="checkbox"/> Not Approved – Reason:	LWO Analyst:	Date:
<input type="checkbox"/> Approved		



August 28, 2025

Living Wage Program  
202 C Street, MS 8A  
San Diego, CA 92101

Rock 'n Tumble is children's gymnastics instruction service provider. Our staff consists of 9-11 employees (seasonal during summer). Please note the DE-9C information looks slightly different in appearance from Q1 to Q2 2025 because we switched payroll providers (from quickbooks to gusto) partway through Q2 2025. The Gusto DE-9C (Q2 2025) also had an error when importing our employees from QB to Gusto. The form lists three former employees that no longer were employed by us in Q2. They show "0.00" in payroll column. Please let me know if you have questions or need any additional information.

Thank you,

A handwritten signature in black ink, appearing to read "Mary Ann Aschieris".

Mary Ann Aschieris  
Program Director  
mary@rockntumble.com  
858-487-7799

# QUARTERLY CONTRIBUTION RETURN AND REPORT OF WAGES

Page number 1 of 2

QUARTER ENDED **03 31 25**

DUE **04 01 25**

DELINQUENT IF NOT POSTMARKED OR RECEIVED BY **04 30 25**

YR **25** QTR **1**

EMPLOYER ACCOUNT NUMBER

**331 7994 6**

**ROCK 'N TUMBLE, LLC**  
**244 24TH ST**

**DEL MAR CA 920142010**

## KEEP FOR YOUR RECORDS - DO NOT MAIL!

A. **EMPLOYEES** full-time and part-time who worked during or received pay subject to UI for the payroll period which includes the 12th of the month.

1st Mo.	2nd Mo.	3rd Mo.
<b>10</b>	<b>11</b>	<b>10</b>

B.  Check this box if you are reporting ONLY Voluntary Plan Disability Insurance wages on this page. Report Personal Income Tax (PIT) Wages and PIT Withheld, if appropriate. (See instructions for Item B.) C.  NO PAYROLL

D. SOCIAL SECURITY NUMBER	E. EMPLOYEE NAME (FIRST NAME)	(M.I.) (LAST NAME)	
<b>607025432</b>	<b>MADISON</b>	<b>SAUL</b>	
F. TOTAL SUBJECT WAGES <b>1979.40</b>	G. PIT WAGES <b>1979.40</b>	H. PIT WITHHELD <b>0.00</b>	
<b>612493321</b>	<b>STEPHANIE</b>	<b>HOUCK</b>	
F. TOTAL SUBJECT WAGES <b>1466.66</b>	G. PIT WAGES <b>1466.66</b>	H. PIT WITHHELD <b>12.30</b>	
<b>772310697</b>	<b>ZOE</b>	<b>POOLE</b>	
F. TOTAL SUBJECT WAGES <b>1252.25</b>	G. PIT WAGES <b>1252.25</b>	H. PIT WITHHELD <b>0.00</b>	
<b>525911779</b>	<b>ALYSSA</b>	<b>TELLES NOLAN</b>	
F. TOTAL SUBJECT WAGES <b>3972.21</b>	G. PIT WAGES <b>3972.21</b>	H. PIT WITHHELD <b>29.42</b>	
<b>603530792</b>	<b>AMARI</b>	<b>T VAUGHN</b>	
F. TOTAL SUBJECT WAGES <b>4459.16</b>	G. PIT WAGES <b>4459.16</b>	H. PIT WITHHELD <b>0.00</b>	
<b>622393384</b>	<b>BRIDGET</b>	<b>L MCNAMARA</b>	
F. TOTAL SUBJECT WAGES <b>1731.25</b>	G. PIT WAGES <b>1731.25</b>	H. PIT WITHHELD <b>0.00</b>	
<b>615764245</b>	<b>AMELIA</b>	<b>E THOMAS</b>	
F. TOTAL SUBJECT WAGES <b>2100.00</b>	G. PIT WAGES <b>2100.00</b>	H. PIT WITHHELD <b>0.00</b>	
I. TOTAL SUBJECT WAGES THIS PAGE <b>16960.93</b>	J. TOTAL PIT WAGES THIS PAGE <b>16960.93</b>	K. TOTAL PIT WITHHELD THIS PAGE <b>41.72</b>	
L. GRAND TOTAL SUBJECT WAGES <b>70194.31</b>	M. GRAND TOTAL PIT WAGES <b>70194.31</b>	N. GRAND TOTAL PIT WITHHELD <b>1600.08</b>	

## KEEP FOR YOUR RECORDS - DO NOT MAIL!

REV 04/11/25 OSP



**QUARTERLY CONTRIBUTION  
RETURN AND REPORT OF WAGES  
(CONTINUATION)**



REMINDER: File your DE 9 and DE 9C together.

You must FILE this report even if you had no payroll. If you had no payroll, complete Items C and O.

009C0111

Page number 1 of 2

QUARTER ENDED **06/30/2025**

DUE **07/01/2025**

DELINQUENT IF NOT POSTMARKED OR RECEIVED BY **07/31/2025**

YR **25** QTR **2**

EMPLOYER ACCOUNT NO.

**33179946**

**Rock 'n Tumble LLC  
244 24th St**

**Del Mar, CA 92014**

**DO NOT ALTER THIS AREA**

P1  C  T  S  W  A

EFFECTIVE DATE  
Mo. Day Yr. WIC

A. **EMPLOYEES** full-time and part-time who worked during or received pay subject to UI for the payroll period which includes the 12th of the month.

1st Mo. 2nd Mo. 3rd Mo.  
**10 10 10**

B.  Check this box if you are reporting ONLY Voluntary Plan Disability Insurance wages on this page. Report Personal Income Tax (PIT) Wages and PIT Withheld, if appropriate. (See instructions for Item B.) C.  NO PAYROLL

D. SOCIAL SECURITY NUMBER	E. EMPLOYEE NAME (FIRST NAME)	(M.I.) (LAST NAME)	F. TOTAL SUBJECT WAGES	G. PIT WAGES	H. PIT WITHHELD
565686928	Marcie	Germani	14977.42	14977.42	522.96
044943501	Elissa	Paulino	8322.11	8322.11	155.95
615114175	Lily	Frongey	14097.28	14097.28	469.42
607029583	Zaina	Daniel	4813.29	4813.29	56.15
612493321	Stephanie	Houck	1061.20	1061.20	6.77
606258175	Angelina	Martinez	10809.70	10809.70	296.08
152920932	Julie	Nemeth	2279.68	2279.68	12.06
<b>I. TOTAL SUBJECT WAGES THIS PAGE</b>			<b>56360.68</b>	<b>56360.68</b>	<b>1519.39</b>
<b>L. GRAND TOTAL SUBJECT WAGES</b>			<b>65428.11</b>	<b>65428.11</b>	<b>1519.39</b>
<b>M. GRAND TOTAL PIT WAGES</b>			<b>65428.11</b>	<b>65428.11</b>	<b>1519.39</b>
<b>N. GRAND TOTAL PIT WITHHELD</b>			<b>1519.39</b>	<b>1519.39</b>	<b>1519.39</b>

O. I declare that the information herein is true and correct to the best of my knowledge and belief.

Signature Required \_\_\_\_\_ Title \_\_\_\_\_ Phone ( ) \_\_\_\_\_ Date **07/15/2025**  
(Owner, Accountant, Preparer, etc.)







## Additional Information

### Business Qualifications

- SLBE Program
- Women Owned Small Business

### Staff Education/Coursework

- USAG Safe Sport
- USAG Safety & Risk Management Certification
- USAG Kinder Accreditation for Teachers
- USAG Movement Education Lesson Plan Development
- USA Gymnastics Certified Gymnastics Instructor
  - PDP level 1
  - Gymnastics Fundamentals
- USA Gymnastics Gymnastics Director Certification
- USA Gymnastics Tough Coaching or Emotional Abuse: Knowing When the Line Has Been Crossed
- USA Gymnastics Understanding Safety and Response Policy
- CPR/First Aid Certification

### Class Offerings:

- **Intro to Gym Rollers (ages walking - 36 months):** With our awesome teachers guiding the way, parents and their little gymnast team up to learn motor skills, gymnastics skills, rhythm & movement, and more. The kiddos especially have a blast with the parent-child partner activities, gymnastics circuits, and fun parachute play!
  - Learning Goals: Age appropriate gymnastics skill basics and development, Parent/Child partner movement activities, Rhythm and Movement, Lummi Stick activities, Parachute activities, sensory-motor integration, sequencing, laterality, spatial awareness, crossing the midline, hand-eye coordination
- **Gym Rollers (ages 3-4 years):** This exciting class is perfect for preschoolers and jam packed with action and imaginative play. Kids will build their gymnastics skills on “kid-sized” equipment including vault, bars, balance beam, air-floor tumbling, and trampoline. Plus, they'll learn about teamwork, safety, and have a blast while doing it!
  - Learning Goals: Locomotor warm up, gymnastics progressions using circuitry, imaginative play, movement based storytelling, parachute games, sensory motor integration
- **Rising Academy (Ages 5-6) and Academy Gymnastics (7-12 years):** Academy classes offer gymnastics training for beginner to advanced beginner students on vault, bars, beam, rings, floor, and mini trampoline. Designed for both boys and girls, classes

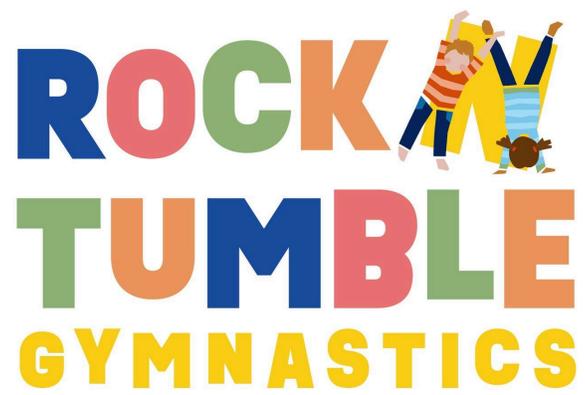
are led by skilled instructors and use progressive techniques to enhance strength, flexibility, and agility while learning gymnastics

- Learning Goals: Warm up, gymnastics progressions on Olympic events, Skill card and gymnastics badge award program, fitness and conditioning activities, USAG Level 1 and 2 skill development
- **Academy Gold (ages 7-12 years):** Our one-hour class is the next step up from our Academy course. It is tailored for academy students who have successfully mastered the following skill prerequisites with good form: strong handstand, cartwheel/round-off, bridge kickover, and pull-over on bars. Teacher approval is necessary for registration.
  - Learning Goals: Warm up, gymnastics progressions on Olympic events, Skill card development and gymnastics badge reward program, conditioning, USAG levels 3 & 4 skill development, exhibition team training

### **Camp offerings (Summer)**

•**Gym Rollers Camps (ages 3- 6 years):** Half day gymnastics camps for preschool/kindergarten aged students. Fun daily themes, snacks, games, gymnastics instruction using skill building equipment, talent show and progressions.

•**Academy Gymnastics & Cheer Camps (ages 5-12 years):** Full day gymnastics camps for school aged students. Fun daily themes, snacks, games, craft, talent show and progressive gymnastics curriculum.



Tab B



## Executive Summary

For more than three decades, Rock 'n Tumble has been a trusted partner with the City of San Diego, providing safe, engaging, and high-quality gymnastics programs that inspire confidence and fitness in children. Founded in 1989 by former NCAA Division I gymnast and USC scholar-athlete Mary Aschieris, Rock 'n Tumble has grown from a small start-up class in La Jolla to a thriving program that now serves hundreds of families across Carmel Valley, Pacific Highlands Ranch, and Ocean Air Recreation Centers.

Our mission is simple: to build stronger, healthier, happier kids through gymnastics. We take a whole child approach, recognizing that gymnastics is not only about a child's physical development but also about nurturing confidence, focus, resilience, and teamwork. Every class emphasizes safety, skill building, and fun, ensuring that students leave with improved fitness as well as an "I can do it!" attitude that extends beyond the gym.

Rock 'n Tumble's reputation comes from decades of dedication to consistent quality, strong community ties, and a proven instructional method. All of our instructors are trained in the Rock 'n Tumble teaching approach, certified in Preschool Coaches League, and are certified instructor members of USA Gymnastics. Our employees are carefully selected and have many years of experience teaching gymnastics.

Rock 'n Tumble has grown steadily to serve thousands of San Diego youth with recreational gymnastics, camps, and special programs. We have expanded to Pacific Highlands Ranch Recreation Center and started a grant program through Paradise Hill Recreation Center. We have introduced creative teaching methods, including themed lesson plans, skill-based set-ups, and our innovative reward badges, which motivates children to reach the next level. Our management team meets weekly to design a structured, progressive curriculum that supports each age group.

With a proven track record, highly engaged staff, and deep community roots, Rock 'n Tumble is uniquely positioned to continue delivering exceptional gymnastics programming that supports San Diego's goals of health, wellness, and community enrichment. We are proud of our long history of partnership — and we are excited to build on it, helping the next generation of San Diego children grow strong and confident.

## Mary Aschieris

244 24th St  
Del Mar, CA 92014

858.342.4990  
mary@rockntumble.com

### Experience

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**Rock 'n Tumble** 2010 to Present  
*Owner/Operator* San Diego, CA

- Developed program for City of San Diego recreation centers to expose children to the joy of movement through gymnastics
- Manager: Conduct hiring, training and curriculum development; provide customer service, payroll/bookkeeping, marketing, and website development using experience computer skills: MicroSoft Office (Word, Power Point, Excel), Google Suite, proficient typing skills
- Lead team by promoting positive work morale

**Pure Barre** 2007 to 2013  
*Fitness Studio Owner and Instructor* San Diego, CA

- Trained directly by company founder as a certified pure barre instructor; opened and operated one of the first 10 Pure Barre studios in the nation
- Scheduled and instructed adult fitness classes, managed accounts, marketed program and attended national conferences as franchisee

**Rock 'n Tumble Gym & Boutique** 2004 to 2010  
*Co-Owner/Office Manager* San Diego, CA

- Merged mobile business and formed partnership to operate a unique children's gymnastics center: gymnastics instruction, birthday parties, rock climbing, adult fitness, and clothing boutique
- Managed daily operations and administrative duties: hired and trained staff, scheduled classes, supervised POS database program, increased customer clientele from 0 to 500+ students by, implemented top notch programs and customer service

**Gym Kids Inc** 1989 to 2004  
*Owner/Operator* San Diego, CA

- Created and developed a small mobile gymnastics instruction for the San Diego community to provide gymnastics instruction for pre school through school aged children
- Grew program from one account to multiple vehicles and a staff of 6 servicing 30+ locations county wide. Grew program via onsite sales calls at local preschool and daycare facilities

### Education

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**University of California, San Diego** San Diego, CA  
Early Childhood Education certificate May 1992

**University of Southern California** Los Angeles, CA  
Bachelor of Arts, Economics May 1987

### Achievements and Interests

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- Volunteer Board Member USC women's athletics 'Women of Troy'
- Board Member BNL memorial soccer scholarship committee
- Recipient of the City of San Diego Parks and Recreation Service Award
- Hobbies include travel, cooking and fitness

**D. INSTRUCTOR(S) AND ASSISTANT(S), AND EMPLOYEE(S)**

Contractor shall designate all the instructor(s), assistants, and employees performing work under this Contract. Contractor shall also provide a summary and/or resumes for all instructors as an attachment to their proposal.

<b>Instructor, Assistant, and Employee List</b>			
<b>Name</b>	<b>Date of Background Clearance</b>	<b>Years of Experience as an Instructor</b>	<b>Other Relevant Experience</b>
Mary Aschieris	5/27/21	37 (Program Director)	Resides: Del Mar, CA 92014 Certifications attached
Marcie Germani	5/28/21	40 (Lead Instructor)	Resides: San Diego, CA 92109 Certifications attached
Lily Rongey	9/13/21	9 (Lead Instructor)	Resides: San Diego, CA 92129 Certifications attached
Angelina Martinez	10/7/24	8 (Lead Instructor)	Resides: San Diego, CA 92117 Certifications attached
Isabella Ideus	6/25/25	1 (Instructor)	Resides: San Diego, CA 92111 Certifications attached
Elissa Paulino	2/13/25	7 (Lead Instructor)	Resides: San Diego, CA 92109 Certifications attached
Amari Vaughn	8/31/23	4 (Lead Instructor)	Resides: San Diego, CA 92128 Certifications attached
Ashley Bigelow	5/13/25	4 (Instructor in Training)	Resides: San Diego, CA 92106 Certifications pending

<b>Name</b>	<b>USA Gymnastics Instructor Member ID</b>
Mary Aschieris	408880
Marcie Germani	418225
Lily Rongey	601788
Angelina Martinez	475194
Isabella Ideus	2410719
Ashley Bigelow	1149128
Amari Vaughn	991291
Elissa Paulino	255708



This certificate is presented to:

**Mary Ann Aschieris**

for completion of educational coursework:

**KAT: Kinder Accreditation for Teachers**

**Issued:**

In recognition of your educational commitment,  
we congratulate you.





This certificate is presented to:

**Mary Ann Aschieris**

for completion of educational coursework:

**MELPD: Movement Education Lesson Plan Development**

**Issued: 08/20/2003**

In recognition of your educational commitment,  
we congratulate you.





This certificate is presented to:

**Mary Ann Aschieris**

for completion of educational coursework:

**PDP1: Professional Development Level 1**

**Issued: 09/05/1995**

In recognition of your educational commitment,  
we congratulate you.





This certificate is presented to:

**Mary Ann Aschieris**

for completion of educational coursework:

**U100: Fundamentals of Gymnastics Instruction**

**Completed: 04/28/2014**

In recognition of your educational commitment,  
we congratulate you.





This certificate is presented to:

**Mary Ann Aschieris**

for completion of educational coursework:

**U112: Tough Coaching or Emotional Abuse: Knowing When the Line Has Been Crossed**

**Completed: 08/23/2025**

In recognition of your educational commitment,  
we congratulate you.





This certificate is presented to:

**Mary Ann Aschieris**

for completion of educational coursework:

**2017 National Congress**

**Issued: 08/17/2017**

In recognition of your educational commitment,  
we congratulate you.





This certificate is presented to:

**Mary Ann Aschieris**

for completion of educational coursework:

**R103: School Age: Hands on Training**

**Issued: 10/09/2014**

In recognition of your educational commitment,  
we congratulate you.





This certificate is presented to:

**Mary Ann Aschieris**

for completion of educational coursework:

**U110: SafeSport 1 of 3**

**Completed: 12/08/2019**

In recognition of your educational commitment,  
we congratulate you.





This certificate is presented to:

**Mary Ann Aschieris**

for completion of educational coursework:

**U110: SafeSport 2 of 3**

**Completed: 12/08/2019**

In recognition of your educational commitment,  
we congratulate you.





This certificate is presented to:

**Mary Ann Aschieris**

for completion of educational coursework:

**U110: SafeSport 3 of 3**

**Completed: 12/08/2019**

In recognition of your educational commitment,  
we congratulate you.





This certificate is presented to:

**Mary Ann Aschieris**

for completion of educational coursework:

**U110: SafeSport Refresher 1**

**Completed: 08/23/2025**

In recognition of your educational commitment,  
we congratulate you.





This certificate is presented to:

**Mary Ann Aschieris**

for completion of educational coursework:

**U110: SafeSport Refresher 1**

**Completed: 08/23/2025**

In recognition of your educational commitment,  
we congratulate you.





**Mary Ann Aschieris**

has completed the certificate program for:

**U101: Safety & Risk Management**

**Expiration: 07/31/2029**

We congratulate you  
on this fine accomplishment.





**Mary Ann Aschieris**

has completed the certificate program for:

**U112: Tough Coaching or Emotional Abuse: Knowing When the Line Has Been Crossed**

**Issued: 08/23/2025**

We congratulate you  
on this fine accomplishment.





**Mary Ann Aschieris**

has completed the certificate program for:

**USA Gymnastics University: Instructor**

**Issued: 04/28/2014**

We congratulate you  
on this fine accomplishment.





**Mary Ann Aschieris**

has completed the certificate program for:

**School of Recreational Gymnastics: Director**

**Issued: 09/23/2014**

We congratulate you  
on this fine accomplishment.





U.S. CENTER FOR  
**SAFESPORT™**  
TRAINED

This document provides confirmation that the individual whose name appears below has successfully completed the U.S. Center for SafeSport Core Training and is considered U.S. Center for SafeSport trained.

Name:

**Mary Ann Aschieris**

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Valid through:

**07/31/2026**

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**PRESCHOOL COACHES LEAGUE**  
**CERTIFICATE OF COMPLETION**

Proudly Presented on Feb 20, 2024 to:

**Mary Aschieris**

For Successfully Completing Preschool Coaches League Early Childhood  
Core Training.

  
Sarah Fennell-Cooper,  
League Leader



  
Gym Leader Signature



U.S. CENTER FOR  
**SAFESPORT™**  
TRAINED

This document provides confirmation that the individual whose name appears below has successfully completed the U.S. Center for SafeSport Core Training and is considered U.S. Center for SafeSport trained.

Name:

**Ashley Bigelow**

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Valid through:

**07/31/2026**

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**Marcie Germani**

has completed the certificate program for:

**U112: Tough Coaching or Emotional Abuse: Knowing When the Line Has Been Crossed**

**Issued: 01/13/2022**

We congratulate you  
on this fine accomplishment.





**Marcie Germani**

has completed the certificate program for:

**U113: Understanding Safety and Response Policy**

**Issued: 04/08/2022**

We congratulate you  
on this fine accomplishment.





**Marcie Germani**

has completed the certificate program for:

**USA Gymnastics University: Instructor**

**Issued: 02/03/2013**

We congratulate you  
on this fine accomplishment.





This certificate is presented to:

**Marcie Germani**

for completion of educational coursework:

**KAT: Kinder Accreditation for Teachers**

**Issued: 06/12/1999**

In recognition of your educational commitment,  
we congratulate you.





This certificate is presented to:

**Marcie Germani**

for completion of educational coursework:

**MELPD: Movement Education Lesson Plan Development**

**Issued: 08/20/2003**

In recognition of your educational commitment,  
we congratulate you.





This certificate is presented to:

**Marcie Germani**

for completion of educational coursework:

**U100: Fundamentals of Gymnastics Instruction**

**Completed: 02/03/2013**

In recognition of your educational commitment,  
we congratulate you.





This certificate is presented to:

**Marcie Germani**

for completion of educational coursework:

**U101: Safety & Risk Management**

**Expiration: 07/31/2029**

In recognition of your educational commitment,  
we congratulate you.





This certificate is presented to:

**Marcie Germani**

for completion of educational coursework:

**U112: Tough Coaching or Emotional Abuse: Knowing When the Line Has Been Crossed**

**Completed: 01/13/2022**

In recognition of your educational commitment,  
we congratulate you.





This certificate is presented to:

**Marcie Germani**

for completion of educational coursework:

**U113: Understanding Safety and Response Policy**

**Completed: 04/08/2022**

In recognition of your educational commitment,  
we congratulate you.





This certificate is presented to:

**Marcie Germani**

for completion of educational coursework:

**U310: USA Gymnastics Region 1 Congress (All Days)**

**Issued: 08/23/2019**

In recognition of your educational commitment,  
we congratulate you.





This certificate is presented to:

**Marcie Germani**

for completion of educational coursework:

**U310: USA Gymnastics Regional Congress**

**Completed: 08/23/2013**

In recognition of your educational commitment,  
we congratulate you.





This certificate is presented to:

**Marcie Germani**

for completion of educational coursework:

**2017 National Congress**

**Issued: 08/17/2017**

In recognition of your educational commitment,  
we congratulate you.





This certificate is presented to:

**Marcie Germani**

for completion of educational coursework:

**2016 National Congress**

**Issued: 07/08/2016**

In recognition of your educational commitment,  
we congratulate you.





This certificate is presented to:

**Marcie Germani**

for completion of educational coursework:

**U410: USA Gymnastics National Congress - 2012**

**Issued: 05/28/2012**

In recognition of your educational commitment,  
we congratulate you.





This certificate is presented to:

**Marcie Germani**

for completion of educational coursework:

**W200: Development Coaches Course: Hands on Training**

**Issued: 07/19/2013**

In recognition of your educational commitment,  
we congratulate you.





This certificate is presented to:

**Marcie Germani**

for completion of educational coursework:

**W200: Development Coaches Course: Hands on Training**

**Issued: 06/29/2013**

In recognition of your educational commitment,  
we congratulate you.





This certificate is presented to:

**Marcie Germani**

for completion of educational coursework:

**W200: Development Coaches Course: Hands on Training**

**Issued: 06/29/2013**

In recognition of your educational commitment,  
we congratulate you.





This certificate is presented to:

**Marcie Germani**

for completion of educational coursework:

**T200: Trampoline & Tumbling Development Coaches Course**

**Completed: 10/13/2015**

In recognition of your educational commitment,  
we congratulate you.





This certificate is presented to:

**Marcie Germani**

for completion of educational coursework:

**U110: SafeSport 1 of 3**

**Completed: 03/17/2018**

In recognition of your educational commitment,  
we congratulate you.





This certificate is presented to:

**Marcie Germani**

for completion of educational coursework:

**U110: SafeSport 2 of 3**

**Completed: 03/17/2018**

In recognition of your educational commitment,  
we congratulate you.





This certificate is presented to:

**Marcie Germani**

for completion of educational coursework:

**U110: SafeSport 3 of 3**

**Completed: 03/18/2018**

In recognition of your educational commitment,  
we congratulate you.





This certificate is presented to:

**Marcie Germani**

for completion of educational coursework:

**U110: SafeSport Refresher 1**

**Completed: 07/17/2020**

In recognition of your educational commitment,  
we congratulate you.





This certificate is presented to:

**Marcie Germani**

for completion of educational coursework:

**U110: SafeSport Refresher 2**

**Completed: 01/10/2022**

In recognition of your educational commitment,  
we congratulate you.





This certificate is presented to:

**Marcie Germani**

for completion of educational coursework:

**U110: SafeSport Refresher 3**

**Completed: 08/23/2025**

In recognition of your educational commitment,  
we congratulate you.





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Name:

**Marcie Germani**

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Valid through:

**07/31/2026**

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**PRESCHOOL COACHES LEAGUE**  
**CERTIFICATE OF COMPLETION**

Proudly Presented on Mar 21, 2022 to:

**Marcie Germani**

For Successfully Completing Preschool Coaches League Early Childhood  
Core Training.

  
Sarah Fennell-Cooper,  
League Leader



  
Gym Leader Signature



**Isabella Ideus**

has completed the certificate program for:

**U112: Tough Coaching or Emotional Abuse: Knowing When the Line Has Been Crossed**

**Issued: 09/03/2025**

We congratulate you  
on this fine accomplishment.





U.S. CENTER FOR  
**SAFESPORT™**  
TRAINED

This document provides confirmation that the individual whose name appears below has successfully completed the U.S. Center for SafeSport Core Training and is considered U.S. Center for SafeSport trained.

Name:

**Isabella Ideus**

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Valid through:

**07/31/2026**

---



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**Angelina Martinez**

has completed the certificate program for:

**U101: Safety & Risk Management**

**Expiration: 07/31/2029**

We congratulate you  
on this fine accomplishment.





**Angelina Martinez**

has completed the certificate program for:

**U112: Tough Coaching or Emotional Abuse: Knowing When the Line Has Been Crossed**

**Issued: 08/28/2025**

We congratulate you  
on this fine accomplishment.





**Angelina Martinez**

has completed the certificate program for:

**USA Gymnastics University: Instructor**

**Issued: 08/22/2025**

We congratulate you  
on this fine accomplishment.





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**SAFESPORT™**  
TRAINED

This document provides confirmation that the individual whose name appears below has successfully completed the U.S. Center for SafeSport Core Training and is considered U.S. Center for SafeSport trained.

Name:

**Angelina Martinez**

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Valid through:

**07/31/2026**

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**American Red Cross**  
Training Services

## **Certificate of Completion**

Angelina Martinez

has successfully completed requirements for

**Adult, Child and Baby First Aid/CPR/AED Online (Eligible for Skills Session within 90 days)**

Date Completed: 8/28/2025

Valid Until: 8/28/2027

Conducted by: American Red Cross



To verify certificate, scan code or visit [redcross.org/digitalcertificate](https://redcross.org/digitalcertificate) and enter ID.

Learn and be inspired at [LifesavingAwards.org](https://LifesavingAwards.org)



02246J8

PRESCHOOL COACHES LEAGUE  
**CERTIFICATE OF COMPLETION**

Proudly Presented on Apr 7, 2025 to:

**Angelina Martinez**

For Successfully Completing Preschool Coaches League Early Childhood  
Core Training.

  
Sarah Fennell-Cooper,  
League Leader



  
Gym Leader Signature



**Elissa Paulino**

has completed the certificate program for:

**U112: Tough Coaching or Emotional Abuse: Knowing When the Line Has Been Crossed**

**Issued: 12/29/2023**

We congratulate you  
on this fine accomplishment.





**Elissa Paulino**

has completed the certificate program for:

**U113: Understanding Safety and Response Policy**

**Issued: 12/31/2023**

We congratulate you  
on this fine accomplishment.





**Elissa Paulino**

has completed the certificate program for:

**USA Gymnastics University: Instructor**

**Issued: 02/02/2023**

We congratulate you  
on this fine accomplishment.





U.S. CENTER FOR  
**SAFESPORT™**  
TRAINED

This document provides confirmation that the individual whose name appears below has successfully completed the U.S. Center for SafeSport Core Training and is considered U.S. Center for SafeSport trained.

Name:

**Elissa Paulino**

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Valid through:

**07/31/2026**

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PRESCHOOL COACHES LEAGUE  
**CERTIFICATE OF COMPLETION**

Proudly Presented on Mar 20, 2025 to:

**Elissa Paulino**

For Successfully Completing Preschool Coaches League Early Childhood  
Core Training.

  
Sarah Fennell-Cooper,  
League Leader



  
Gym Leader Signature



**Lily Rongey**

has completed the certificate program for:

**U101: Safety & Risk Management**

**Expiration: 07/31/2029**

We congratulate you  
on this fine accomplishment.





**Lily Rongey**

has completed the certificate program for:

**U112: Tough Coaching or Emotional Abuse: Knowing When the Line Has Been Crossed**

**Issued: 08/29/2025**

We congratulate you  
on this fine accomplishment.





**Lily Rongey**

has completed the certificate program for:

**USA Gymnastics University: Instructor**

**Issued: 08/27/2025**

We congratulate you  
on this fine accomplishment.





U.S. CENTER FOR  
**SAFESPORT™**  
TRAINED

This document provides confirmation that the individual whose name appears below has successfully completed the U.S. Center for SafeSport Core Training and is considered U.S. Center for SafeSport trained.

Name:

**Lily Rongey**

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Valid through:

**07/31/2026**

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*This confirmation of U.S. Center for SafeSport Core Course completion and "U.S. Center for SafeSport trained" status is provided per direct authorization of the U.S. Center for SafeSport and recognizes that the individual named above has successfully completed the U.S. Center for Safe Sport Core course to the satisfaction of the criteria of the U.S. Center of SafeSport. Verification for this completion and status is provided by the U.S. Center for SafeSport. Verification is required as a condition of membership for all USA Gymnastics adult members. This verification is not and should not be used for – or considered – a certificate or as an indication that the individual is certified.*

PRESCHOOL COACHES LEAGUE  
**CERTIFICATE OF COMPLETION**

Proudly Presented on Jun 8, 2024 to:

**Lily Rongey**

For Successfully Completing Preschool Coaches League Early Childhood  
Core Training.



Sarah Fennell-Cooper,  
League Leader



Gym Leader Signature



**Amari Vaughn**

has completed the certificate program for:

**U112: Tough Coaching or Emotional Abuse: Knowing When the Line Has Been Crossed**

**Issued: 09/06/2025**

We congratulate you  
on this fine accomplishment.





U.S. CENTER FOR  
**SAFESPORT™**  
TRAINED

This document provides confirmation that the individual whose name appears below has successfully completed the U.S. Center for SafeSport Core Training and is considered U.S. Center for SafeSport trained.

Name:

**Amari Vaughn**

---

Valid through:

**07/31/2026**

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**PRESCHOOL COACHES LEAGUE**  
**CERTIFICATE OF COMPLETION**

Proudly Presented on Jan 12, 2024 to:

**Amari Vaughn**

For Successfully Completing Preschool Coaches League Early Childhood  
Core Training.



Sarah Fennell-Cooper,  
League Leader



Gym Leader Signature

## EXHIBIT E PARK AND RECREATION TRAINING ATTENDANCE RECORD

**Subject:** Child Safety and Supervision Procedures (Refresher Training)

**Description:** Distributed and reviewed the CHILD SAFETY AND SUPERVISION PROCEDURES for:  
 (a) PRESCHOOL AND DAY CAMP PROGRAMS  
 (b) ACTIVITIES FOR CHILDREN AGES 6-12 YEARS  
 (c) SPECIAL EVENTS AND OPEN PLAY

at every site where there are preschool-age programs (ex., tiny tots), day camps, activities for 6-12 year olds, special events or open play. Reviewed and posted in a prominent location in all facilities the Department Public Information Office flyer: WHAT TO DO WHEN A CHILD IS MISSING and WHEN A CHILD IS FOUND.

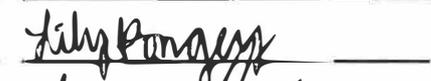
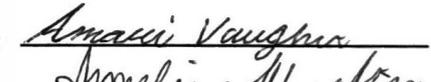
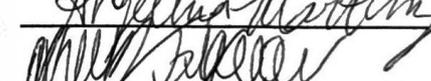
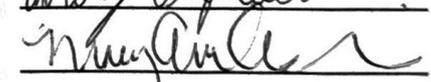
**Audience:** All paid staff (including grounds maintenance, recreation, and administrative employees), volunteers (registered including coaches), and contractual staff (who provide programs for preschoolers, 6-12 year olds, day camps, or special events).

**Requirement:** Required ANNUALLY for all Department employees, volunteers and contractors who work with children. This tailgate packet is available on the intranet: <http://citynet/training/tailgate/index.shtml>. (Updated 3/12)

**Date:** 8/28/2025 **Start Time:** 3pm **End Time:** \_\_\_\_\_

**Location:** Carmel Valley Rec Center **Presenter:** Mary Aschieris

**If presenter is Park and Recreation Department employee, indicate Employee I.D. Number:** \_\_\_\_\_

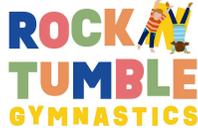
Employee I.D. Number	Print Name	Job Class	Signature
1. _____	Marcie Germani	_____	
2. _____	Lily Rongey	_____	
3. _____	Elissa Paulino	_____	
4. _____	Isabella Ideus	_____	_____
5. _____	Amari Vaughn	_____	
6. _____	Angelina Martinez	_____	
7. _____	Ashley Bigelow	_____	
8. _____	Mary Aschieris	_____	
9. _____	_____	_____	_____

Check method(s) used in this training to demonstrate each attendee listed learned key points:

Verbal response to questions       Written test  
 On-site demonstration of task       Other: \_\_\_\_\_

**Division:** \_\_\_\_\_ **District Manager:** \_\_\_\_\_

**Supervisor (of those in attendance):** Mary Aschieris **Phone No.** (858) 342-4990



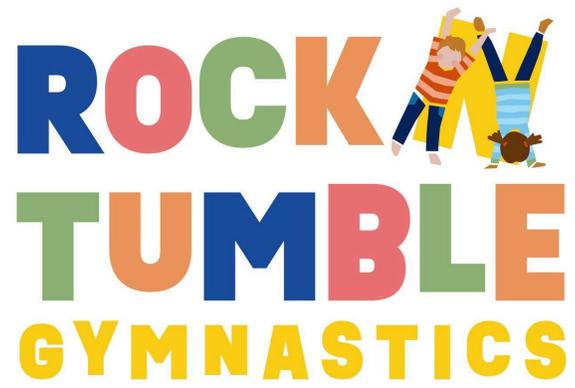
## Resources

### Teacher Training Resources

1. Teacher Training Program
  - a. Training Manual Onboarding
    - i. Communication
    - ii. Class Management
      1. Best Practices
      2. Class Observations/Review
      3. Hands on Training
        - a. Assist Class
        - b. Lead WarmUp/Closing Activity (5 min)
        - c. Lead Event (15 min)
        - d. Lead Class (45 min)
    - iii. Safety
    - iv. Curriculum
    - v. Spotting: 1:1 spotting clinic
  - a. USA Gymnastics Instructor member
    - i. U100 Fundamentals of Gymnastics Certification
    - ii. U101 Safety Certification
    - iii. U110 Safe Sport Certification
    - iv. U112
  - b. Preschool Coaches League Certification
    - i. Child Development Base
    - ii. Class Format
    - iii. Class Management
    - iv. Advanced Teaching Skills
2. Online Training / Certifications

## Equipment Resources

1. Spieth Anderson (Canada)
  - a. Just for Kids Bar System
  - b. Balance Beam/Training Beams
2. Norberts Athletic Supply (San Pedro, CA)
  - a. Carpet Rolls
  - b. Panel Mats
  - c. Vault Board
  - d. Specialty Shaped equipment
    - i. Incline(s)
    - ii. Hexagon(s)
    - iii. Cylinder(s) / Donut(s)
    - iv. Trapezoid(s)
    - v. Mailbox, Stair Step(s)
    - vi. Fun Cube: Skill Squares
    - vii. Vault platform
    - viii. Shapes and Visual cues
3. TumblTrak
  - a. Tumble Trak (trampoline bed tumbling floor)
  - b. Air Floor(s)
  - c. Inflatable Mountain/Catcher
4. Flaghouse/Lakeshore Learning
  - a. Lummi Sticks
  - b. PomPoms
  - c. Rhythmic Ribbons
  - d. Parachute(s)
  - e. Stamp Pads



Tab C

<b>Price Schedule - Program Price Tabulation by Season</b>				
	<b>Number of Sessions</b>	<b>Estimated Participants per Session</b>	<b>Price per Participant per Session</b>	<b>Estimated Price Per Year*</b>
<b>A. GYMNASTICS CLASSES: Classes are held one-time per week.</b>				
<b>Summer Session (5-week session)</b>				
Parent/Child Class (Walker-3.5 yrs old) 45-minute class	3	20	\$ 99.00	\$ 5,940/YR
Preschool Age (3-5 years old) 45-minute class	20	7	\$ 99.00	\$ 13,860/YR
School Age-Beginner (5-12 years old) 45-minute class	16	7	\$ 99.00	\$ 11,088/YR
School Age-Intermediate (8-12 yrs old) 50-minute class	1	7	\$ 99.00	\$ 693 /YR
Advanced (5-12 years old) 60-minute class	3	7	\$ 99.00	\$ 2,079 /YR
<b>Fall Session (14-week session)</b>				
Parent/Child Class (Walker-3.5 yrs old) 45-minute class	7	20	\$ 277.20	\$ 38,808 /YR
Preschool Age (3-5 years old) 45-minute class	37	7	\$ 277.20	\$ 71,794.80/YR
School Age-Beginner (5-12 years old) 45-minute class	42	7	\$ 277.20	\$ 81,496.80/YR
School Age-Intermediate (8-12 yrs old) 50-minute class	5	7	\$ 277.20	\$ 9,702/YR
Advanced (5-12 years old) 60-minute class	11	7	\$ 277.20	\$ 21,344.40/YR

<b>Winter Session (10-Week session)</b>				
Parent/Child Class (Walker-3.5 yrs old) 45-minute class	14	20	\$ 198.00	\$ 55,440 /YR
Preschool Age (3-5 years old) 45-minute class	75	7	\$ 198.00	\$ 103,950/YR
School Age-Beginner (5-12 years old) 45-minute class	100	7	\$ 198.00	\$ 138,600/YR
School Age-Intermediate (8-12 yrs old) 50-minute class	10	7	\$ 198.00	\$ 13,860/YR
Advanced (5-12 years old) 60-minute class	25	7	\$ 198.00	\$ 34,650/YR
<b>Spring Session (10-Week session)</b>				
Parent/Child Class (Walker-3.5 yrs old) 45-minute class	14	20	\$ 198.00	\$ 55,440/YR
Preschool Age (3-5 years old) 45-minute class	75	7	\$ 198.00	\$ 103,950/YR
School Age-Beginner (5-12 years old) 45-minute class	100	7	\$ 198.00	\$ 138,600 /YR
School Age-Intermediate (8-12 yrs old) 50-minute class	10	7	\$ 198.00	\$ 13,860/YR
Advanced (5-12 years old) 60-minute class	25	7	\$ 198.00	\$ 34,650/YR
<b>TOTAL SECTION A, CLASSES</b>				<b>\$ 949,806/YR</b>

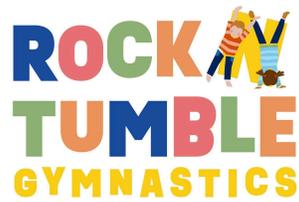
<b>B. CAMPS:</b> Unless specified below, camps program meet five days a week, Monday – Friday. Participants may register to participate for two day to five day session. Daily rates will be prorated based on the full weekly rate.				
	Number of Sessions	Estimated Participants per Session	Price per Participant per Session	Estimated Price Per Year*
Preschool Age Gymnastics 3 hours, Monday – Friday	10	20	\$ 217.80	\$ 43,560/YR
Cheer and Gymnastics 4 hours, Monday – Friday	6	20	\$ 300.80	\$ 36,096/YR
School Age Gymnastics 4 hours, Monday – Friday	10	45	\$ 300.80	\$ 135,360/YR
<b>TOTAL SECTION B, CAMPS</b>				\$ 215,016/YR

<b>C. ADDITIONAL SERVICES (AS NEEDED):</b> The City of San Diego is committed to offering equitable programming in underserved communities. Through the use of grants, donations, and other funding sources, the Department is able to provide programs at little to no cost to participants. The Department seeks to contract classes at a fixed rate, with payments made from these funding sources. Please note, these services are not guaranteed and will be scheduled based on availability of funding. (Class size will adhere to the instructor-to-participant ratios outlined in Exhibit B, Section I.)				
	Number of Sessions	Estimated Participants per Session	Price per Participant per Session	Estimated Price Per Year*
<b>Session Rate – 1 day a week, 4 weeks</b>				
Parent/Child Class (Walker-3.5 yrs old) 45-minute class	12	9	\$ 76.00	\$ 8,208 /YR
Preschool Age (3-5 years old) 45-minute class	12	9	\$ 76.00	\$ 8,208 /YR
School Age-Beginner (5-12 years old) 45-minute class	12	9	\$ 76.00	\$ 8,208 /YR
School Age-Intermediate (8-12 yrs old) 50-minute class	12	9	\$ 76.00	\$ 8,208 /YR
<b>Hourly Rate – 1 hour per day</b>				

Preschool Class (Walker-3.5yrs. old)	10	9	\$ 19.00	\$ 1710 /YR
Preschool Age (3-5 years old)	10	9	\$ 19.00	\$ 1710 /YR
School Age (5-12 years)	10	9	\$ 19.00	\$ 1710 /YR
<b>TOTAL SECTION C, ADDITIONAL SERVICES</b>				\$ 37,962/YR
<b>GRAND TOTAL ESTIMATED PRICE PER YEAR FOR SECTION A CLASSES, AND SECTION B CAMPS, AND SECTION C ADDITIONAL SERVICES:</b>				\$ /YR 1,202,784.00

\*Calculation: “Number of Sessions” x “Estimated Participants per Session” x “Price per Participant per Session” = “Estimated Price per Year”

[Remainder of Page Left Intentionally Blank]



## Addenda

1. Teacher Development Pyramid
2. Class Descriptions Poster (marketing)
3. Lesson Plan Examples
4. Gym Set Up Map
  - a. Teacher Rotation Plan
5. Coloring Page Handout Examples
6. Weekly Cleaning Schedule
7. Testimonials
8. Summer Camp Overview
9. Awards Program

## Teacher Development

### Lead Class

- Refine class management skills using PCL management minute + troubleshoot with Master Teacher
- Refine technique using lesson plans, staff webpage, and PCL skill sharpeners
- Final Class test out

### Lead Event (no spotted station)

- Use gymnastics terminology + clear instruction
- Introduce each station, use group learning
- Help students move safely through stations
- Provide hands on, engaged instruction
- Station Test out

### Class Section Instruction

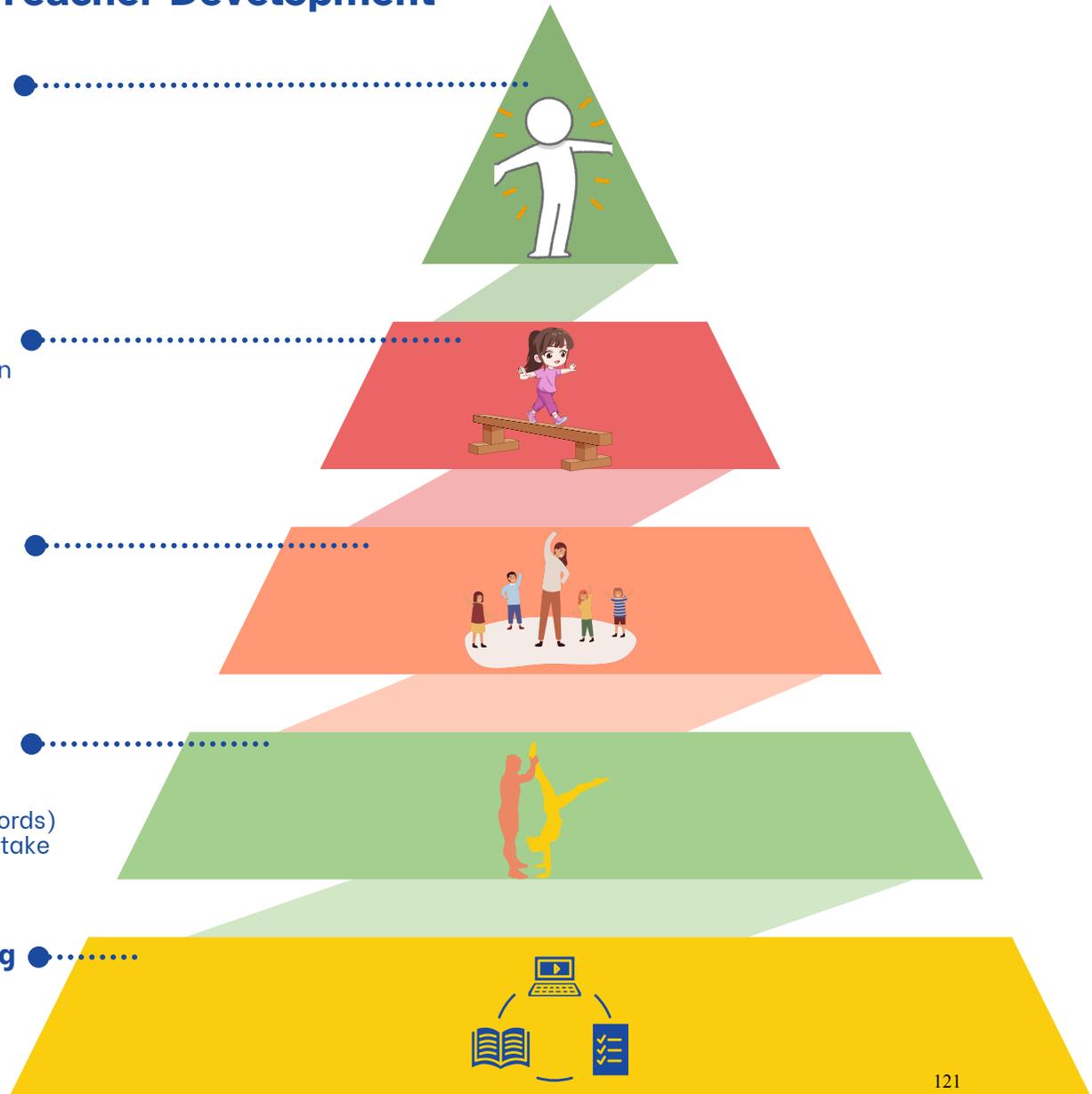
- Lead a 1 min Lateral Line
- Lead a 5 min Warm Up
- Engage in PTT sessions
- Use refined blurb + positive communication
- Section Test out

### Hands on Teacher Training

- Practice your Blurb + know lesson plan
- Class Shadowing + Spotting
  - Parrot Lead Teacher (rephrase Lead Inst words)
  - On Stage Performance=: body language + take action + active engagement
- Instruction + Emotion = Memory

### Online + Work book + Observation Training

- RnT workbook: Core Skills + CCS Curriculum, Communication & Safety
- Class Observations
- Preschool Coaches League





# CLASS DESCRIPTIONS

	<p><b>Intro to Gym Rollers</b> walking - 36mo</p> <p>With our awesome teachers guiding the way, parents and their little gymnast team up to learn motor skills, gymnastics skills, rhythm &amp; movement, and more. The kiddos especially have a blast with the parent-child partner activities, gymnastics circuits, and fun parachute play!</p>
	<p><b>Gym Rollers</b> 3-4 years</p> <p>This exciting class is perfect for preschoolers and jam packed with action and imaginative play. Kids will build their gymnastics skills on "kid-sized" equipment including vault, bars, balance beam, air-floor tumbling, and trampoline. Plus, they'll learn about teamwork, safety, and have a blast while doing it!</p>
	<p><b>Academy Gymnastics</b> 5-7 &amp; 8-12 years</p> <p>Academy classes offer gymnastics training for beginner to advanced beginner students on vault, bars, beam, rings, floor, and mini trampoline. Designed for both boys and girls, classes are led by skilled instructors and use progressive techniques to enhance strength, flexibility, and agility while students learn gymnastics.</p>
	<p><b>Academy Gold Gymnastics</b> 7-12 years</p> <p>This one-hour class is the next step up from our Academy course. It is tailored for academy students who have successfully mastered the following skill prerequisites: strong handstand, cartwheel or round-off, bridge kickover, and pull-over on bars. Please Consult with your teacher to ensure suitability; a teacher's invitation is necessary for registration.</p>

**Weeks 1 & 2:**

- Intro to Gym Rollers
- Gym Rollers

**Key Concept:**

Putting kids in motion and then “freezing” (Jumping then SLP, Red Light, Green Light). This helps increase attention span.

**Intention: SLP + Positions**

- Teach Safe Landings on/from all apparatus: trampoline, beam, bars, vault
- “Turn around feet first” (how to get down from high places (MTN prep), Parent/Helpers: Spot from Torso/Locomotor Skills

**Intro to Gym Rollers Timeline**

:00 - :02 Bubbles (Bubbles Song + fade out music)

:03 - :05 Warm Up: “Warm Up Time” (Kimbo: Get a Good Start)

:05 - :08 Partner Skills

**1**

- Straddle + Row your boat 
- Humpty Dumpty +Tuck and roll

**2**

- Body Postions
- Parent instruction and demo: how to spot [partner back roll video](#) w/child from a seated position

:08 - :20 Circuits

:20 :32 Rotate Sides

**Bars**

**1**

- Low bar; Lift feet to bar
- High bar: Hang and hold tuck and straddle position
- Medium bar: Jump up w/grip and peek over top

**2**

- Hang & Drop: from low, then high bar:
  - Low Bar (set high)
  - High Bar (set low) hang and drop into the fun cube house
- Low bar: front support with spot

**Floor**

**1**

- Landing Safely from waist-high surfaces
- Turn around Feet First with big incline (Bear crawls up)

**2**

- Locomotor lines: animal walks, galloping, skipping down & back
- Incline: Log Rolls L and R, Challenge: Partner log rolls

**Beam**

**1**

- low beam: jump/step over bean bags
- medium beam: arms in airplane position march across beams SLP at end of beam

**2**

- Hop over objects on low beam
- Bear crawls fwd
- Medium beam with donut for TAFF

**Tramp/TT**

**1**

- Jump across TT w/arms up. Stick landing (SLP)
- One at a time on Tramp: “How many at at time?, Just One!” Use “I’m next spot”

**2**

- Spring Board + skill cushion to SLP
- Arm circles to Freeze
- 1,2,3 hands on knees

:32 Red/Light Green Light

:33 Parachute

:40 Lummi Sticks: Build a House 

:43 Bye-Bye Song/Stamps & Paper

## RISING ACADEMY/ ACADEMY GYMNASTICS

LESSON 1/2

### INTENTION

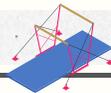
- SLP/LEARN HOW TO SAFELY LAND AND FALL
- POSITIONS/BODY SHAPES “STATUE BODIES”



### VAULT & trampoline



- **vault table:** run jump hands to feet, SLP off
- **tramp:** jumps (tuck, straddle, pike)
- **spider carpet:** jump over french fry from one foot, land on two feet
- **kaboom mat:** run jump to two feet, SLP off
- **SPOT incline with cloud mat:** straight body fall or handstand flatback
- LINK TO DRILLS:
  - [HS FlatBack Video](#)



### BARS & rings



- **SPOT low bar:** pullover
- **high bar:** tuck/straddle/pike hold, drop to SLP
- **yellow/side bar:** upstairs & downstairs / 3 casts in to SLP
- **rings:** chin hold in tuck
- **floor bar:** hands on bar, walk feet up trap
- **paralettes:** tuck hold



### BALANCE beam

- **group teaching:** jumps on/off beam to SLP, lunge on beam try to poke kids off with french fry
- **tramp:** jumps (tuck, straddle, pike)
- **high beam:** coaches choice walk across beam (kicks, tippy toes, etc) SLP off
- **low beam:** walks holding up french fry (forward/backward, tip toe,)
- **velcro beams:** stretch/tuck jumps over bean bag
- **crayon beam:** lever to cone station
- **crayon beam:** v-sit/arabesque hold

### FLOOR & tumble trak



- **group teaching:** proper lunge/jumps down tumble track run back
- **incline:** log rolls/forward rolls
- **skill squares:** donkey kicks/split handstands
- **cartwheel carpet:** cartwheel over red cartwheel block
- **wall:** lunge lever with stair case
- **tumble track:** jumps down land in SLP

### Air-floor



- **group teaching ideas:** lunge/levers, donkey kicks/handstands, candle sticks and rolls
- **wall:** handstands
- **SPOT big air-floor:** cartwheels
- **small air-floor:** jumps over french fries
- **incline:** forward or backward roll
- **skill square:** handstands with a lever



**CVRC WED  
:00-:15-:30**

**2: SEPT 3**

**ANGEL 2 GOLD+ ACA 3/4**  
**LILY: ACA 5 6 GOLD**

**WEST: AF-VAULT-  
BARS**

**AMARI: 2 GOLD+ ACA: 3/4**  
**Bella: ACA 5/6**

**WEST: VAULT  
(BARS-AF)**

**ELISSA: ACA 2/3**  
**Ashley ACA 4/5/6**

**WEST: BARS  
(AF-vault)**

**LILY: ACA 2+ GR 3/4**  
**ANGEL: GR 5/6 T&T**

**EAST: BARS  
(TT-bm)**

**BELLA: ACA 2/3/4**  
**Amari GR 5/6 GOLD**

**EAST: TT  
(bm-bars)**

**Ashley 3 PM**  
**ELISSA: GR 4/5/6 GOLD**

**EAST: BM  
(Bars-TT)**

**CVRC THURS  
:15-:30-:45**

**2: AUG**

**ANGEL: GR 11:30 AM**  
**ACA: 3:15/4:15 + 5 GOLD**

**EAST: BARS  
(TT-bm)**

**BELLA: GR 11:30 AM**  
**ACA 3:15/4:15**  
**LILY 5PM GOLD**

**EAST: TT  
(bm-bars)**

**AUDREY ACA:  
315/415/515**

**EAST: BM  
(Bars-TT)**

**LILY GR: 11:30 AM +  
3:15/415 PM**

**WEST: AF  
VAULT-BARS**

**BELLA: GR 515**

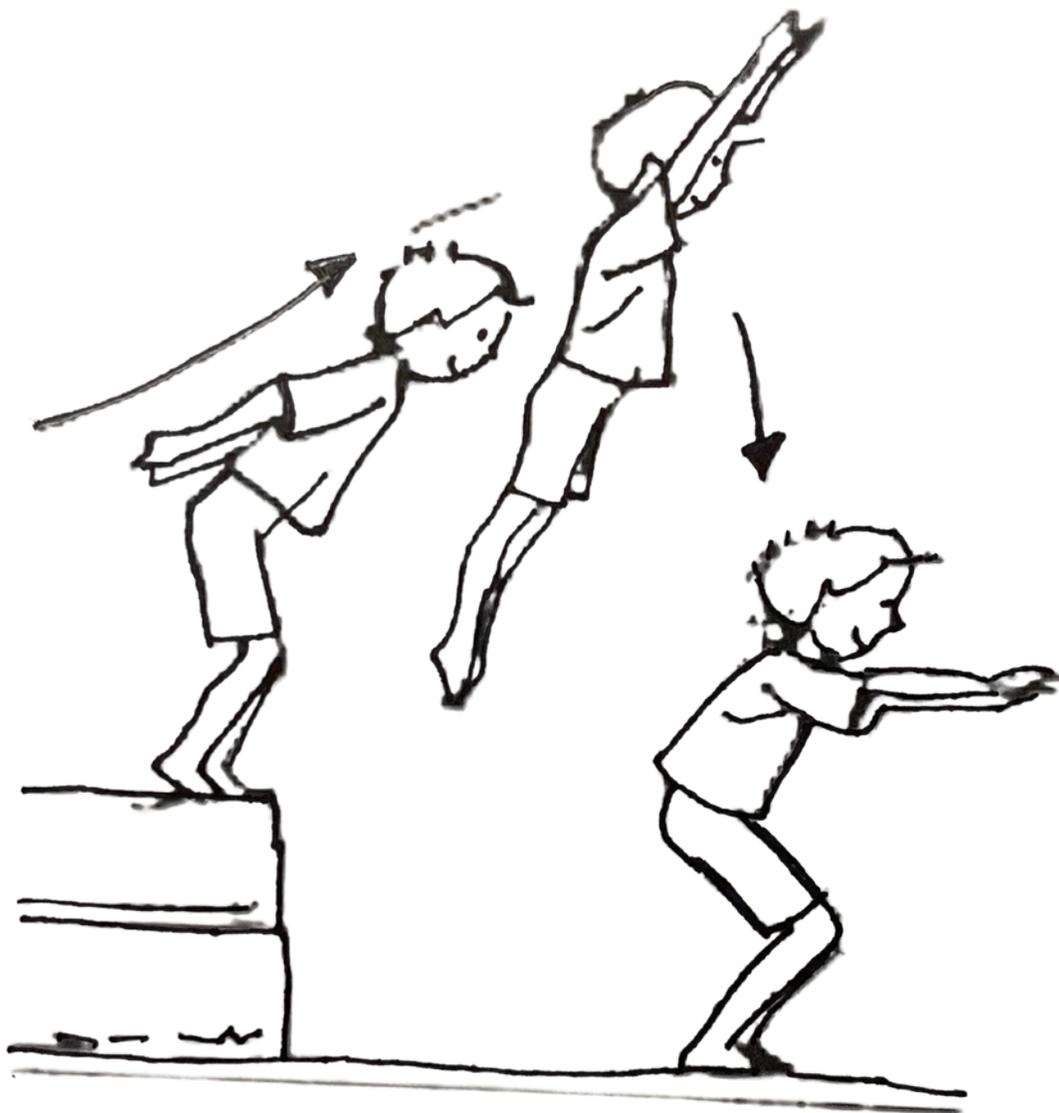
**WEST: VAULT  
(BARS-AF)**

**ELISSA: GR  
315 + 4:15 +5:15**

**WEST: BARS  
(AF-vault)**

**In gymnastics today...**

**We practiced our Safe  
Landing Position (SLP)**



**ROCK  
TUMBLE  
GYMNASTICS**

858-487-7799

# Gymnastics Positions

CAN YOU FILL IN THE BLANKS TO THESE GYMNASTICS SHAPES?



S \_ \_ \_ \_



L \_ \_ \_ \_



P \_ \_ \_



S \_ \_ \_ \_



B \_ \_ \_ \_ \_



T \_ \_ \_ \_

# :Weekly checklist

date    initial

**Vacuum Carpets**



**Mop Panel Mats**



**Storage Room:  
Sweep +organize shelves**

**Remove stickers/debris  
from carpet & floor**



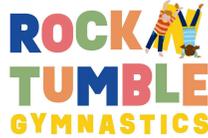
**Clean Equipment**



**Wipe out Cubbies**



**organize + stock  
gym carts**



## Parent Testimonials

"Both our children have enjoyed years of gymnastics fun with you all and made amazing memories to cherish."

- Simone Suvi

"Thank you for a great camp last week! My kids were so excited. Calvin still has the slap bracelet and calls it his "power bracelet." Maggie told me every day that we would "LOVE her performance, and that it is soooo cute." We really appreciate this community and that my kids have fun relationships with the coaches at Rock 'n Tumble! Thank you so much!"

- Alison Anderson

"My daughter has been taking lessons with Rock 'n Tumble for the last 4 years and absolutely loves it! The programs are focused on teaching the proper techniques in age/skill level appropriate ways and in a fun environment. Every coach we've had has been wonderful — skilled, caring, and supportive. Even before my daughter started doing gymnastics with them I'd heard about how in-demand their classes were due to their great programs and affordability. We're so happy to have this option available in our community!"

- Deidre Stevenson

"My daughters love coming to Rock 'n' Tumble gymnastics. My older daughter started in 2018 as a toddler at 13 months old, we continued with both kids through the pandemic over ZOOM, and now both my girls attend weekly classes plus summer camp. Rock 'n' Tumble has consistently been their favorite extracurricular activity, they love all of the instructors and have developed strong gymnastics skills. Mary and her team are always easy to communicate with and the weekly programs and summer camps are so well organized. Rock 'n' Tumble has become a staple activity in their lives and they hope to keep attending for many years to come!"

- Rachel Kessler

It is with genuine appreciation and enthusiasm that I write this letter of recommendation for Rock N Tumble. For the past five years, they have played a significant and positive role in my daughter's life, beginning when she was just two years old. From the very beginning, the staff at Rock N Tumble has demonstrated a rare combination of professionalism, reliability, and warmth. The coaches and team members are not only highly competent in their instruction, but also incredibly nurturing and supportive. Their ability to create a structured yet joyful environment has been a gift to my daughter, and I've watched her grow physically stronger, more coordinated, and more confident with each passing year. What truly sets Rock N Tumble apart is their commitment to each child as a whole person. They have always been accommodating to our family's needs, showing flexibility and care that goes above and beyond. It's clear they value the emotional and developmental well-being of every child, and that has made all the difference. Thanks to their guidance, my daughter has developed a strong foundation—not just in gymnastics, but in life. She looks forward to every class with excitement, and it's clear she feels seen, supported, and celebrated. I recommend Rock N Tumble without hesitation. They are, quite simply, the best.

- Janet Rubenstein



Week of:	Monday	Tuesday	Wednesday	Thursday	Friday
JUNE 23	<p><u>Welcome Day!</u> <u>Color Day</u> <u>Contract for FUN</u></p> 	<p><u>Princes, Princesses &amp; Castles</u></p> 	<p><u>Super Hero</u></p> 	<p><u>Pirate for a Day</u></p> 	<p><u>4th of July!</u> <u>Olympic Games</u></p> 
JULY 7	<p><u>Welcome Day!</u> <u>Color Day</u> <u>Contract for FUN</u></p> 	<p><u>Lilo &amp; Stitch Beach Theme</u></p> 	<p><u>CandyLand Cartwheels!</u></p> 	<p><u>POP STAR/ROCK STAR</u></p> 	<p><u>FUN at the Fair!</u> <u>Carnival</u></p> 
JULY 14	<p><u>Welcome Day!</u> <u>Color Day</u> <u>Contract for FUN</u></p> 	<p><u>Beach Week</u></p> 	<p><u>BANANA SPILT DAY</u></p> 	<p><u>Pirate for a Day</u></p> 	<p><u>CAMPING @ CAMP!</u></p> 
JULY 21	<p><u>Welcome Day!</u> <u>Color Day</u> <u>Contract for FUN</u></p> 	<p><u>Princes, Princesses &amp; Castles</u></p> 	<p><u>CandyLand Cartwheels!</u></p> 	<p><u>POP STAR/ROCK STAR</u></p> 	<p><u>FUN at the Fair!</u> <u>Carnival</u></p> 
JULY 28	<p><u>Welcome Day!</u> <u>Color Day</u> <u>Contract for FUN</u></p> 	<p><u>Moana Beach Theme</u></p> 	<p><u>Super Hero</u></p> 	<p><u>Pirate for a Day</u></p> 	<p><u>BANANA SPILT DAY</u></p> 
AUGUST 4	<p><u>Welcome Day!</u> <u>Color Day</u> <u>Contract for FUN</u></p> 	<p><u>Lilo &amp; Stitch Beach Theme</u></p> 	<p><u>BANANA SPILT DAY</u></p> 	<p><u>POP STAR/ROCK STAR</u></p> 	<p><u>FUN at the Fair!</u> <u>Carnival</u></p> 



# BANANA SPLIT DAY



S U M M E R C A M P



**Banana Split R,P,S** (Opening Activity, and throughout the day)

“Banana Boat Ride” on Airtrak (opening activity and throughout the day)

## **Games:**

Use the parachute to create a “banana split ride” (gym rollers)

Banana Split Relays

- academy, can simplify for gym rollers
- The cone is the banana split and the ball is the cherry on top!

**Banana Split Circle Game:** Hold up a giant (inflatable) banana in a circle and have to run clockwise to the next banana (musical chairs style) to catch the next banana in the circle. If the banana falls to the ground before catching it, then that player and banana go to the banana mush pit.

## **Banana Split Tag**

- Banana pics to the clothespins for banana split tag
- When they lose their banana clothes pin they get to go into banana “splits” until someone untags them!

On any of the above games the team left at the end “wins” a banana split  
... then surprise campers that EVERY one gets a





# Beach Theme

## Moana / Under The Sea / Lilo & Stich / Luau



**SURFS UP! (OPENING GAME):** GO SURFING ON PARACHUTE AND WEDGE MAT. CAN SET UP TWO AT A TIME AND HAVE THE KIDS RACE. MAKE SURE THE RUN AND SLIDE ON THEIR STOMACH.

**LIMBO (OPENING/CLOSING GAME):** USE LIMBO STICK AND "LIMBO ROCK" MUSIC

**HUKILAU (OPEN GYM/CLOSING GAME/FILLER ACTIVITY):** TEACH HUKILAU DANCE:

**SHARKS & LIFEGUARDS (FUN PARACHUTE GAME):** SCHOOL AGE: DESIGNATE 1-2 SHARKS, 1-2 LIFEGUARDS, THE REST ARE SWIMMERS. EVERYONE SHAKES PARACHUTE TO MAKE WAVES. IF SHARK HOLDS SWIMMERS ANKLES AND PULLS, THEY WAVE HANDS IN THE AIR AND SAY "LIFEGUARD, LIFEGUARD SAVE ME!". LIFEGUARD CAN GO TO THE SWIMMER AND TRY TO SAVE BY PULLING THEM OUT (UNDER ARMS ONLY). IF SWIMMER GOES IN UP TO CHIN THEN THEY ARE A SHARK. GAME FINISHES WHEN ALL BECOME A SHARK (EXCEPT LIFEGUARDS) YOUNGER VERSION: KIDS CHANT (FISHY, FISHY DON'T GET ME...FISHY, FISHY COME GET ME!) "FISHY" UNDERNEATH GENTLY PULLS FEET OF STUDENT IN A PIKE AND THEY GET TO BE THE NEW FISHY IN THE OCEAN

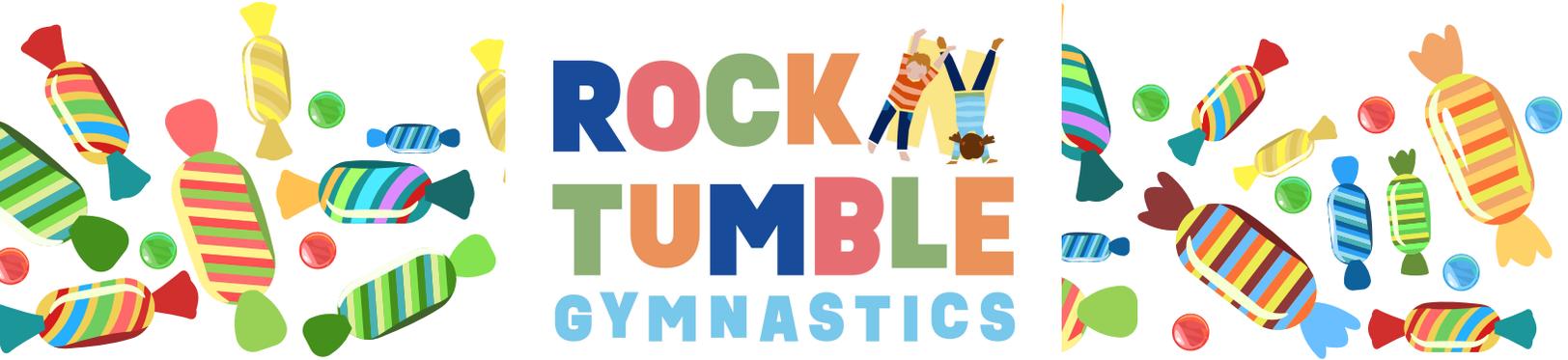
**JELLY FISH JUMP:** SET 3-4 HULA-HOOPS & EXPLAIN THAT THESE AREN'T HOOPS, BUT JELLY FISH! THEIR TASK IS TO JUMP FROM ONE JELLY FISH TO THE NEXT. THEIR FEET MUST LAND INSIDE THE HOOPS, OTHERWISE THEY'VE BEEN STUNG. AT FIRST, LAY THE HOOPS AT A SHORT DISTANCE FROM ONE ANOTHER THEN INCREASE THE DISTANCE BETWEEN THE HOOPS. CONTINUE INCREASING THE DISTANCE UNTIL THE HOOPS AS NEEDED. THE JELLYFISH CHAMPION IS THE CAMPER WHO MAKES IT THROUGH ALL OF THE HOOPS

**SHARK TAG:** DESIGNATE THE SHARK (YOU CAN EVEN MAKE A HEADBAND WITH A SHARK FIN TO MAKE THE KID-SHARK FEEL LIKE A REAL JAWS...) AND HAVE THE KIDS PLAY TAG. WHOMEVER THE SHARK TAGS EITHER IS IN THE "GUPPY POND" OR ALSO TRANSFORMS INTO A SHARK. LOADS OF FUN!

**OCTOPUS TAG:** OCTOPUS (STUDENT) IN THE MIDDLE OF A LARGE PLAYING AREA. ALL OTHERS ARE FISH WHO MUST TRY TO GET PAST THE OCTOPUS TO THE OTHER SIDE OF THE PLAYING AREA. IF A FISH IS TAGGED, THEY THEN HOLD HANDS WITH THE OCTOPUS AND BECOME A TENTACLE TO HELP TAG MORE FISH. THE LAST FISH ALIVE BECOMES THE NEXT OCTOPUS.

FISH, FISH, SHARK: DUCK, DUCK, GOOSE SAY "FISH, FISH, SHARK". YOU CAN ALSO TRY "NEMO" FRIENDLY AND SAY DORY, DORY, BRUCE!

**CRAFT OPTIONS:** MERMAID CRAFT, MERMAID HAIR CLIP, MESSAGE IN A BOTTLE, BEAD ART, LEI'S, VISORS



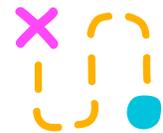
# candyland cartwheels

summer camp

## CandyLand “Dessert” Relay

Divide students into teams of about 5-8 kids. Use toy 'desserts' to do a relay race, carrying the treats on a paper plate with out losing the treats. Emphasize the fun!

## Activity: CandyLand “Life Size” Board Game



Create a “life size” board game in the gym! Use shapes to be the spaces that kids move along the board game with gymnastics activities along the way!

## CandyLand Bingo

Use the Bingo cards with all things sweet to play a “TIC TAC TOE” style bingo game

## Candy Cartwheel Cards

Use the candyland cards throughout the day and check off all of the boxes to earn a prize from the prize bin!

## Pick from the Prize Bin! (closing activity)

# Olympics Day

SUMMER CAMP



## Olympic/4th of July Activities

### **Relay Race (Opening Game)**

Use lummi stick for kids to pass to the next person in a simple relay race activity. Make 2 or more teams depending on the amount of kids.

### **Obstacle course**

Build an obstacle course throughout the gym for each kid to go on. With hills, tunnels, hula hoops, etc. There is no winner to this game, it is just fun for everyone to run around in.

### **High Jump/Long Jump**

Set up some panel mats to create obstacles for the kids to jump over. Or set up Velcro lines for the kids to jump to and see who can jump the farthest. Can do long jump on the tumble trak.

### **Hurdles**

Use the Hurdles to create a hurdling Olympic Event

Share & Show my Gymnastics!

A show and tell version of gymnastics. Can do this on each event or just one.

### **High Jump**

cones + rope or pony wall w/ the port-a-pit skill cushion

### **Shotput**

cones + rope or pony wall w/ the port-a-pit skill cushion \

### **Craft:**

Make an Olympic Torch or Red, White and Blue Balloons and Paddles



### **PIRATE SHIP GAME (OPENING GAME)**

Different areas of the mat are different parts of the ship. Teach the kids different positions on the mats and positions to do.

- **Stern:** front of the mats
- **Aft:** back of the mats
- **Man overboard:** lay on tummy and swim freestyle
- **Sea Sick:** lie on back in hollow position and pretend to be sea sick
- **Scrub the Deck:** on hands and knees and scrub back and forth with both hands

Captain Says is an adaptation of Simon Says. An adult, or one of the children, is the leader. The leader tells everyone what to do; Captain give the above commands. Occasionally the leader misses out 'Captain says' – anyone who does the action must walk the plank!

### **ENTER THE PIRATE SHIP (OPENING GAME)**

#### **TREASURE ISLAND**

An adaptation of musical chairs – place non-slip shapes on the floor. Call them Treasure Islands. "Swim" in between & splash for an island when the music stops. Only one pirate on each island, and you take one island away each time. If you don't have an island, then you can join your friends on "Rock 'n Tumble Island to cheer on those still swimming!

#### **ONE LEG JAKE**

A short simple game – see who can stand on one leg with hands on hips the longest without overbalancing. Fairly easy – now try with your eyes closed! Last Pirate standing gets the "Ahoy Mate" shout out!

#### **WALK THE PLANK**

A pirate game for younger children. Place a beam on a couple of mats to raise it above the floor. Pirates have to walk the plank without overbalancing. Fairly easy, now try it with an eye patch on. Still easy, now with hands behind your back

#### **CRAFT**

Decorate a loot bag in preparation for the treasure hunt!

#### **TREASURE HUNT (CLOSING GAME)**

Someone dresses up as the Pirate, and takes the kids on a treasure hunt. Follow the clues to the treasure box. Each child gets two treasures when they leave to put in their loot bag at the end of the day.

# ROCKAW TUMBLE GYMNASTICS



# 10090262-26-P Contract

Final Audit Report

2026-02-12

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