



Amendment No. 3
to
Contract No. NN140000002
for
Late Night Youth Recreation Services
between
Austin Midnight Basketball
Aka Athletes Services Network America
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective March 10, 2019 through March 09, 2020. No more options remain.
- 2.0 The total contract amount is increased by \$114,000.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 03/10/2014-03/09/2017	\$342,000.00	\$342,000.00
Amendment No. 1: Option 1 – Extension 03/10/2017-03/09/2018	\$114,000.00	\$456,000.00
Amendment No. 2: Option 2 – Extension 03/31/2019 - 03/30/2020	\$114,000.00	\$570,000.00
Amendment No. 3: Option 3 – Extension 03/31/2019 - 03/30/2020	\$114,000.00	\$684,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment, the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA). List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: James Silas

Printed Name: James Silas
Authorized Representative
Austin Midnight Basketball
Aka Athletes Services Network America
4408 Spicewood Springs Road #113
Austin, TX 78745
silasasna@aol.com
512-278-1533

Sign/Date: 2/11/19 Sarah Ramos 2/20/19

Sarah Ramos
Procurement Specialist II
City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 2
of
Contract No. NN14000002
for
Late Night Youth Recreation Services
Between
Austin Midnight Basketball
Aka Athletes Services Network America
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the subject contract. The extension option will be effective March 10, 2018 to March 9, 2019. One option remains.
- 2.0 The total contract amount is increased by \$114,000.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 03/10/2014 – 03/09/2017	\$342,000.00	\$342,000.00
Amendment No. 1: Option 1 03/10/2017 – 03/09/2018	\$114,000.00	\$456,000.00
Amendment No. 2: Option 2 03/10/2018 – 03/09/2019	\$114,000.00	\$570,000.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature and Date: James Silas 2/12/18
Printed Name: JAMES SILAS
Authorized Representative

Signature and Date: Danielle Lord 2/26/18
Danielle Lord, Procurement Manager
City of Austin
Purchasing Office

Austin Midnight Basketball
Aka Athletes Services Network America
4408 Spicewood Springs Road #113
Austin, TX 78745
James Silas gmail.com
silasasna@aapl.com
512-278-1533



Amendment No. 1
of
Contract No. NN140000002
for
Late Night Youth Recreation Services
Between
Austin Midnight Basketball
Aka Athletes Services Network America
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the subject contract. The extension option will be effective March 10, 2017 to March 9, 2018. Two options remain.
- 2.0 The total contract amount is increased by \$114,000.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 03/10/2014 – 03/09/2017	\$342,000.00	\$342,000.00
Amendment No. 1: Option 1 03/10/2017 – 03/09/2018	\$114,000.00	\$456,000.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature and Date: James Silas
Printed Name: James Silas 2.9.2017
Authorized Representative

Signature and Date: Linell Goodin-Brown
Linell Goodin-Brown, Contract Compliance Supervisor 2-16-17
City of Austin
Purchasing Office

Austin Midnight Basketball
Aka Athletes Services Network America
4408 Spicewood Springs Road #113
Austin, TX 78745
James Silas
silasasna@aol.com
512-278-1533



Amendment No. 1
of
Contract No. NN140000002
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Austin Midnight Basketball
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- 1.0 The City hereby exercises the extension option for the subject contract. The extension option will be effective March 10, 2017 to March 9, 2018. Two options remain.
- 2.0 The total contract amount is increased by \$114,000.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 03/10/2014 – 03/09/2017	\$342,000.00	\$342,000.00
Amendment No. 1: Option 1 03/10/2017 – 03/09/2018	\$114,000.00	\$456,000.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature and Date: James Silas
Printed Name:
Authorized Representative

Signature and Date: Linell Goodin-Brown
Linell Goodin-Brown, Contract Compliance Supervisor 2-16-17
City of Austin
Purchasing Office

Austin Midnight Basketball
Aka Athletes Services Network America
4408 Spicewood Springs Road #113
Austin, TX 78745
James Silas
silasasna@aol.com
512-278-1533



**Financial and Administrative Service Department
Purchasing Office**
124 W. 8th St., Austin, Texas, 78701

March 10, 2014

Athletes Services Network America
Attn: James Silas
4408 Spicewood Springs Road, #113
Austin, TX 78745

Dear James:

The Austin City Council approved the execution of a contract with your company for Late Night Youth Recreation Services in accordance with the referenced solicitation.

Responsible Department:	PARD
Department Contact Person:	Tom Nelson
Department Contact Email Address:	512-974-9337
Department Contact Telephone:	tom.nelson@austintexas.gov
Project Name:	Late Night Youth Recreation Services
Contractor Name:	Athletes Services Network America
Contract Number:	NN140000002
Contract Period:	03/10/2014 - 03/09/2017
Dollar Amount	\$342,000.00
Extension Options:	Three 12-month Options
Requisition Number:	RQM 8600 13081600544
Solicitation Number:	RFP TVN0033
Agenda Item Number:	63
Council Approval Date:	12/12/2013

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact Tom Nelson, Contract Manager at 512-974-9337.

Sincerely,

Terry Nicholson
Senior Buyer Specialist
Purchasing Office
Financial and Administrative Service Department

cc: T. Nelson, PARD
S. Brandt, FASD
S. Hensley, PARD
B. Lumbreras, COA

**CONTRACT BETWEEN THE CITY OF AUSTIN
AND
Austin Midnight Basketball aka Athletes Services Network America
For
Late Night Youth Recreation Services**

This Contract is made by and between the City of Austin ("City"), a home-rule municipality incorporated by the State of Texas, and Austin Midnight Basketball aka Athletes Services Network America ("Contractor"), having offices at 4408 Spicewood Springs Road, #113, Austin, TX 78745.

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

1.1 **Engagement of the Contractor.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in Section 2, Scope of Work.

1.2 **Responsibilities of the Contractor.** The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Scope of Work. In the event that the need arises for the Contractor to perform services beyond those stated in the Scope of Work, the Contractor and the City shall negotiate mutually agreeable terms and compensation for completing the additional services.

1.3 **Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in completing the Scope of Work. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all invoices for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress and task reports.

Designation of Key Personnel. The Contractor's Contract Manager for this engagement shall be James Silas, League Commissioner. Phone: (512) 278-1533, Email Address: silasasnaatx@gmail.com. The City's Contract Manager for the engagement shall be Tom Nelson, Phone: (512) 974-9337, Email Address: Tom.Nelson@austintexas.gov. The City and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Replacement of Contractor's key personnel shall be mutually agreed upon in writing by Contractor and City's Contract Manager.

1.4 SECTION 2. SCOPE OF WORK

2.1 **Contractor's Obligations.** To fulfill the City's commitment to providing Late Night Youth Recreation Services for the youth of our community on a consistent basis, the Contractor shall fully and timely provide all Tasks and Deliverables described herein and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

2.2 Tasks.

2.2.1 Contractor shall provide co-ed Basketball League Program from 7pm to 10pm for youth, ages twelve (12) to eighteen (18) years, residing in the City of Austin. Program shall conform to the following:

2.2.1.1 Program shall take place at Givens Recreation Center, located at 3811 E. 12th St, Austin, TX 78721; or Turner-Roberts Recreation Center, located at 7201 Colony Loop Dr, Austin, TX 78724, as mutually agreed upon in writing by Contractor and City's Contract Manager

2.2.1.2 Contractor shall offer the program free of charge to program participants

2.2.1.3 Program shall take place on Friday nights according to a schedule mutually agreed upon in writing by Contractor and City's Contract Manager. Schedule for March 2014 through February 2015 is specified in Exhibit G

2.2.1.3.1 Contractor shall notify the City's Contract Manager no later than seventy-two (72) hours prior to the scheduled Friday night session if schedule revisions are needed. Schedule revisions shall be mutually agreed upon in writing by Contractor and City's Contract Manager.

2.2.1.4 Program shall provide basketball game play at each Friday night session to all program participants

2.2.1.5 Contractor shall offer workshops or seminars at Friday night sessions that educate participants on health, wellness, education, employment, cultural enrichment, and general recreation

2.2.1.5.1 Workshops or seminars shall be provided at sixty percent (60%) or more of all Friday night sessions during each season

2.2.1.6 Contractor shall provide participants with a "Healthy Snack" at each Friday night session

2.2.1.6.1 Healthy Snacks must conform to the guidelines specified in Exhibit D

2.2.1.7 Program shall maintain no less than a fifty percent (50%) attendance rate for twenty (20) participants each season

2.2.1.7.1 The calculation for attendance rate will be total number of Friday night sessions in the season divided by the number of Friday night sessions attended

2.2.1.8 Each season, Contractor shall serve a minimum of twenty (20) participants in each age group

2.2.2 Contractor shall require participants to sign in at each Friday night session attended

2.2.2.1 Contractor shall adhere to the Sign-in Sheet Template in Exhibit B

2.2.3 Contractor shall conduct recruitment and retention activities throughout the year to enhance program participation

2.2.3.1 Contractor shall conduct, at minimum, three (3) recruitment and/or retention activities per program year

2.2.4 Contractor shall appoint a qualified designee to oversee program activities in the event that the Program Commissioner is unavailable to attend a scheduled session

2.2.5 Contractor shall manage, monitor, and resolve all customer complaints regarding the program

2.2.5.1 Contractor shall, via email, notify the City's Contract Manager of major complaints within twenty-four (24) hours of receipt

2.2.5.1.1 Examples of major complaints include situations involving unequal treatment/discrimination based upon race, sex, gender, etc.; bullying; perception of youth on youth aggression; etc.

2.2.5.2 Contractor shall assign an individual tracking number to any complaints not originating from the City's 311 customer service request system.

2.3 **Deliverables.**

2.3.1 Contractor shall submit regularly scheduled Progress, Financial, and Attendance reports to the City's Contract Manager no later than thirty (30) days after the conclusion of the season. If due

date falls on a weekend or holiday observed by the City, reports shall be due the following business day

2.1.1.1 Contractor shall submit "Progress Reports" electronically in Word or PDF format. Progress Reports shall adhere to the Progress Report Template in Exhibit C.

2.1.1.2 Contractor shall submit "Financial Reports" electronically. Financial Reports shall include itemized expenditures made during the reporting period and copies of receipts substantiating those expenditures.

2.1.1.3 Contractor shall submit "Attendance Reports" electronically in Excel format. Attendance Reports shall adhere to the Attendance Report Template in Exhibit D. Contractor shall also provide copies of sign-in sheets for each Friday night session held during the reporting period.

2.1.2 Contractor shall submit to the City's Contract Manager, an initial one-year program budget no later than February 1 and a revised budget no later than September 1. Budget shall provide line item breakdown of proposed expenses, year-to-date expenditures for current program year, and projected end of program year expenditures for current year. Program year game schedule shall be provided with budget and is due no later than September 1.

2.1.2.1 Budget and game schedule shall be for the program year beginning October 1 and ending September 31.

2.1.3 Contractor shall report to the City's Contract Manager via email, any incidents or injuries involving program participants during program hours no later than twenty-four (24) hours after occurrence of the incident or injury.

2.1.3.1 Reporting of incidents or injuries shall adhere to the Parks and Recreation Department's Forms S-0011 or S-0012 in Exhibit F.

SECTION 3. COMPENSATION

3.1 **Contract Amount.** The Contractor will be paid as indicated herein upon the successful completion of the Scope of Work. In consideration for the services to be performed under this Contract, the Contractor shall be paid an amount not-to-exceed \$114,000 pro rata per program year (October 1 through September 30 is considered one program year) for all fees and expenses, upon satisfactory completion of all Tasks and Deliverables.

3.2 **Invoices.**

3.2.1 Invoices shall contain a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Contractor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice. Invoices received without all required information cannot be processed and will be returned to the Contractor. Invoices shall be mailed to the below address:

	City of Austin
Department	Parks and Recreation Department
Attn:	Tom Nelson
Address	200 S. Lamar Blvd.
City, State, Zip Code	Austin, TX 78704

3.2.2 Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

3.2.3 Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

3.3 Payment.

3.3.1 Upon execution of the Contract, Contractor may invoice the City up to \$26,125 to cover expenses for March 10, 2014 to May 31, 2014. Thereafter, the Contractor may invoice the City up to \$9,500 at the beginning of each month for the remainder of Program Year 1.

3.3.2 At the beginning of each program year, Contractor may invoice the City up to \$19,000 in advance to cover start-up costs and two months of services. Thereafter, the Contractor may invoice the City up to \$9,500 at the beginning of each month for the remaining Contract term.

3.3.3 Payments and invoices shall be submitted according to the following schedule:

Program Year 1 (March 10, 2014 - September 30, 2014)

Service Period	Invoice Date	Payment Due Date	Payment Amount
3/10/14 - 5/31/14	Upon contract execution	within 30 days	\$26,125
6/1/14 - 6/30/14	5/1/14	6/1/14	\$9,500
7/1/14 - 7/31/14	6/1/14	7/1/14	\$9,500
8/1/14 - 8/30/14	7/1/14	8/1/14	\$9,500
9/1/14 - 9/30/14	8/1/14	9/1/14	\$9,500
TOTAL FOR PROGRAM YEAR 1			\$64,125

Full Program Year (October 1 - September 30)

Service Period	Invoice Date	Payment Due Date	Payment Amount
Oct 1 - Nov 30	September 1	October 1	\$19,000
Dec 1 - Dec 31	November 1	December 1	\$9,500
Jan 1 - Jan 31	December 1	January 1	\$9,500
Feb 1 - Feb 28	January 1	February 1	\$9,500
March 1 - March 31	February 1	March 1	\$9,500
April 1 - April 30	March 1	April 1	\$9,500
May 1 - May 31	April 1	May 1	\$9,500
June 1 - June 30	May 1	June 1	\$9,500
July 1 - July 31	June 1	July 1	\$9,500
Aug 1 - Aug 30	July 1	August 1	\$9,500
Sept 1 - Sept 30	August 1	September 1	\$9,500
TOTAL FOR FULL PROGRAM YEAR			\$114,000

3.3.4 All proper invoices received by the City will be paid within thirty (30) calendar days of the City Contract Manager's receipt and acceptance of the Deliverables or of the invoice, whichever is later.

3.3.5 If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for

which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

3.3.6 The City may withhold or off set the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:

3.3.6.1 delivery of defective or non-conforming Tasks or Deliverables by the Contractor;

3.3.6.2 third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

3.3.6.3 failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;

3.3.6.4 damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;

3.3.6.5 reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

3.3.6.6 failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or

3.3.6.7 failure of the Contractor to comply with any material provision of the Contract Documents.

3.3.7 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

3.3.8 Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic transfer of funds.

3.4 **Non-Appropriation.** The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this Contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

3.5 **Final Payment and Close-Out.**

3.5.1 The making and acceptance of final payment will constitute:

3.5.1.1 a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

3.5.1.2 a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

SECTION 4. TERM AND TERMINATION

4.1 **Term of Contract.** The Contract shall be in effect for an initial term of thirty-six (36) months beginning March 10, 2014, and may be extended thereafter for up to three (3) additional twelve (12) month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

4.1.1 Upon expiration of the Contract, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 calendar days unless mutually agreed on in writing).

4.2 **Right To Assurance.** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

4.3 **Default.** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or Deliverable required to be submitted by Contractor to the City.

Termination For Cause. In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

4.4 **Termination Without Cause.** The City or the Contractor shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The Contractor shall return to the City program funds received but not incurred prior to the date of termination.

4.5 **Fraud.** Fraudulent statements by the Contractor on any Offer or in any report or Deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

SECTION 5. OTHER DELIVERABLES

5.1 **Insurance:** The following insurance requirements apply.

5.1.1 **General Requirements.**

5.1.1.1 The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.

5.1.1.2 The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to Contract execution and within fourteen (14) calendar days after written request from the City.

5.1.1.3 The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

5.1.1.4 The Contractor shall not commence work until the required insurance is obtained and has been reviewed by City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

5.1.1.5 The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

5.1.1.6 The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.

5.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall be mailed to the following address:

City of Austin
Purchasing Office
P. O. Box 1088
Austin, Texas 78767

5.1.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

5.1.1.9 If insurance policies are not written for amounts specified in Paragraph 5.1.2, Specific Coverage Requirements, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

5.1.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

5.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

5.1.1.12 The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

5.1.1.13 The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

5.1.1.14 The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

5.1.2 **Specific Coverage Requirements.** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

5.1.2.1 **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

5.1.2.1.1 Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.

5.1.2.1.2 Contractor/Subcontracted Work.

5.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period.

5.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage.

5.1.2.1.5 Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage.

5.1.2.1.6 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.

5.1.2.2 **Business Automobile Liability Insurance.** Waived (see personal automobile coverage on file in the Purchasing Office)

5.1.2.3 **Worker's Compensation and Employers' Liability Insurance.** Waived (see waiver on file in the Purchasing Office)

5.1.2.5 **Endorsements.** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

5.2 **Equal Opportunity.**

5.2.1 **Equal Employment Opportunity.** No Contractor or Contractor's agent shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded

by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit A. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

5.2.2 **Americans With Disabilities Act (ADA) Compliance.** No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

5.3 **Acceptance of Incomplete or Non-Conforming Deliverables.** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

5.4 **Delays.**

5.4.1 The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified herein. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

5.4.2 Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in Contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

5.5 **Rights to Proposal and Contractual Material.** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

5.6 **Publications.** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

SECTION 6. MISCELLANEOUS

6.1 **Place and Condition of Work.** The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites,

the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the Contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

6.2 **Workforce.**

6.2.1 The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

6.2.2 The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property:

6.2.2.1 use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the Contract; and

6.2.2.2 use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

6.2.3 If the City or the City's representative notifies the Contractor that any worker is disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

6.2.4 If the City or the City's representative notifies the Contractor that any worker is incompetent, Contractor shall take immediate action.

6.3 The City will not unreasonably interrupt program activities.

6.4 **Compliance with Health, Safety, and Environmental Regulations.** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

6.5 **Significant Event.** The Contractor shall immediately notify the City's Contract Manager of any current or prospective "significant event" on an ongoing basis. All notifications shall be submitted in writing to the Contract Manager. As used in this provision, a "significant event" is any occurrence or anticipated occurrence which might reasonably be expected to have a material effect upon the Contractor's ability to meet its contractual obligations. Significant events may include but not be limited to the following:

6.5.1 disposal of major assets;

6.5.2 any major computer software conversion, enhancement or modification to the operating systems, security systems, and application software, used in the performance of this Contract;

6.5.3 any significant termination or addition of provider contracts;

6.5.4 the Contractor's insolvency or the imposition of, or notice of the intent to impose, a receivership, conservatorship or special regulatory monitoring, or any bankruptcy proceedings, voluntary or involuntary, or reorganization proceedings;

6.5.5 strikes, slow-downs or substantial impairment of the Contractor's facilities or of other facilities used by the Contractor in the performance of this Contract;

6.5.6 reorganization, reduction and/or relocation in key personnel;

6.5.7 known or anticipated sale, merger, or acquisition;

6.5.8 known, planned or anticipated stock sales;

6.5.9 any litigation against the Contractor; or

6.5.10 significant change in market share or product focus.

6.6 **Right To Audit.**

6.6.1 The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The City has the right to conduct on-site audits and will provide the Contractor no less than thirty (30) calendar days' advance notice via email for any routine, on-site audits. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

6.6.2 The Contractor shall include this provision in all subcontractor agreements entered into in connection with this Contract.

6.7 **Stop Work Notice.** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

6.8 **Indemnity.**

6.8.1 Definitions:

6.8.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

6.8.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or;

6.8.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to

the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

6.8.1.2 "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

6.8.2 THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

6.9 **Claims.** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

6.10 **Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:

City of Austin, Purchasing Office

ATTN: Contract Administrator

P O Box 1088

Austin, TX 78767

To the Contractor:

Austin Midnight Basketball aka Athletes Services Network
America

ATTN: James Silas, Contract Manager

4408 Spicewood Springs Road, #113

Austin, TX 78745

6.11 **Confidentiality.** In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor

uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

6.12 **Advertising.** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

6.13 **No Contingent Fees.** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

6.14 **Gratuities.** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

6.15 **Prohibition Against Personal Interest in Contracts.** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

6.16 **Independent Contractor.** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

6.17 **Assignment-Delegation.** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.

6.18 **Waiver.** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

6.19 **Modifications.** The Contract can be modified or amended only in writing signed by both the Contractor and the City. No pre-printed or similar terms on any Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

6.20 **Interpretation.** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

6.21 **Dispute Resolution.**

6.21.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

6.21.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

6.22 **Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program.**

6.22.1 All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapters 2-9A, 2-9B, 2-9C and 2-9D of the City Code. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) full opportunity to participate in all City contracts.

6.22.2 The City of Austin has determined that no goals are appropriate for this Contract. **Even though no goals have been established for this Contract, the Contractor is required to comply with the City's MBE/WBE Procurement Program, Chapters 2-9A, 2-9B, 2-9C and 2-9D, of the City Code, as applicable, if areas of subcontracting are identified.**

6.22.3 If any service is needed to perform the Contract and the Contractor does not perform the service with its own workforce or if supplies or materials are required and the Contractor does not have the supplies or materials in its inventory, the Contractor shall contact the Department of Small and Minority Business Resources (DSMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Contractor must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the

Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

6.23 Subcontractors.

6.23.1 If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan, the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

6.23.2 Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

6.23.2.1 require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract.

6.23.2.2 prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

6.23.2.3 require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;

6.23.2.4 require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

6.23.2.5 require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

6.23.3 The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

6.23.4 The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

6.24 Jurisdiction And Venue. The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the

substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

6.25 **Invalidity**. The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

6.26 **Holidays**. The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

6.27 **Survivability of Obligations**. All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

6.28 **Non-Suspension or Debarment Certification**. The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

6.29 **Incorporation of Documents**. **Section 0100, Standard Purchase Definitions**, is hereby incorporated into this Contract by reference, with the same force and effect as if they were incorporated in full text. The full text versions of this Section are available, on the Internet at the following online address: <http://www.austintexas.gov/sites/default/files/files/Finance/Purchasing/standard-purchase-definitions.pdf>.

6.30 **Order of Precedence**. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

6.30.1 This Contract, including all Exhibits

6.30.2 The City's Solicitation, Request For Proposals, TVN0033, including all documents incorporated by reference

6.30.3 Athletes Services Network America's Offer, dated October 17, 2013, including subsequent clarifications

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

AUSTIN MIDNIGHT BASKETBALL AKA
ATHLETES SERVICES NETWORK AMERICA

By: James Silas
Signature

Name: James Silas

Title: Commissioner

Date: 3/10/14

CITY OF AUSTIN

By: Terry Nicholson
Signature

Name: Terry Nicholson

Title: Sr. Deputy Spac

Date: 3/10/14

List of Exhibits

Exhibit A	Non Discrimination Certification
Exhibit B	Sign-in Sheet Template
Exhibit C	Progress Report Template
Exhibit D	Attendance Report Template
Exhibit E	Parks and Recreation Department Healthy Vending Machine Policy
Exhibit F	Parks and Recreation Department Forms S-0011 and S-0012
Exhibit G	Schedule, March 2014 – February 2015
Exhibit H	Budget, Program Year 1

EXHIBIT A
City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:
Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

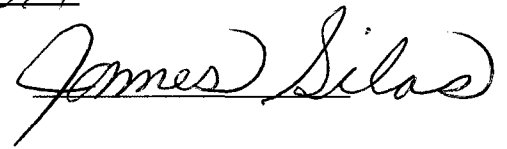
Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 10 day of March 2014

CONTRACTOR
Authorized
Signature



Title

Exhibit B

Sign-in Sheet

Date_____

[illegible]

Exhibit C Progress Report Template

Reporting period: _____

Section 1: Participation

1. Complete the table below with the number of unduplicated youth who participated in this program during the reporting period.

	Male	Female
Total (Ages 12-18)		

2. Complete the table below with the number of unduplicated youth, who have participated in at least 50% of Friday night sessions this season.

	Male	Female
Total (Ages 12-18)		

Section 2: Recruitment and Retention

Provide a description of each recruitment or retention activity conducted during the reporting period. For each activity, please include a description of the activity, date of activity, location of activity, and target audience.

Section 3: Workshops/Seminars

Provide a summary of each workshop/seminar conducted during the reporting period. For each workshop/seminar, include the date of the workshop/seminar, description of workshop/seminar, name and professional qualification/affiliation of presenter, and contact information. *Attach with this report a professional biography or resume for each presenter.*

Provide a schedule of workshops/seminars to be conducted during the next reporting period. For each workshop/seminar, include the anticipated date of workshop/seminar, description of workshop/seminar, name and professional qualification/affiliation of presenter, and contact information.

Section 4: Customer Service and Complaints Resolution

Provide a summary of complaints received by Contractor during the reporting period. For each complaint, include a brief description, date received, origination of complaint (311, citizen request box, etc.), summary of status, resolution or disposition, and date of resolution.

Section 5: Other Accomplishments

If applicable, please provide a summary of other noteworthy accomplishments during this reporting period.

Exhibit D

Attendance Report Template

[illegible]

FAQ for Facility SPOC: Healthy Vending Policy

How do I know what products meet the 50% healthy vending requirements?

Obtain the list of proposed products from the vendor and compare the list to the following standards:

Snacks
Calories: Food must not exceed 250 Calories (400 for entrée)
Fat: Total fat may be no more than 35% of Calories, with the exception of nuts and seeds, nut butters, eggs, non-friend vegetables and cheese.
Saturated Fat: Must be no more than 10% of Calories, with the exception of eggs and cheese.
Sugar: Not more than 35% total weight from sugar and caloric sweeteners, with the exceptions of fruits and vegetables that do not have added sweeteners.
Sodium: Must not exceed 360 mg sodium.
Beverages
100% fruit/vegetable juice (Maximum 12 oz.)
Fruit-based drinks that are composed of no less than 50% fruit juice and that have no added sweeteners (Maximum 12 oz.)
Water
Nonfat or 1% milk (including soy milk, rice milk; no flavored milks)
Unsweetened coffee or tea
All other non-caloric beverages, including diet soda

How do I select products for my facility?

Get feedback from employees on desired products using the healthier products list. While the requirement is that 50% of the products in your facility's machine come from the list of healthier products, you may choose to include more than 50% of the healthier options.

The total number of products will be based on your machine, but in general, select the most popular items from each of these categories:

- Healthier Chips/ Crackers (Pick 5)
- Granola bars/ Cereal bars (Pick 5)
- Dried fruits/nuts/trail mix (Pick 3)
- Healthier cookies (Pick 3)
- Healthier beverages (pick 4)

What if my facility's machines don't meet the standard?

First, talk to the vendor to request compliance. If the vendor does not comply, contact your Contract Compliance Administrator with questions or concerns about product compliance.



2013 FORM S-0011
INCIDENT REPORT

This report must be submitted to your Supervisor and a copy to the Parks and Recreation Department Safety Officer within 24 hours after the incident. In case of a serious incident, call your supervisor immediately. When in doubt, always call.

Date of Incident: _____ Time: _____ am/pm Site: _____

Where did the incident occur? (building name, room, park area, street address, etc.) BE SPECIFIC!

Person(s) Involved: _____

1. Name: _____ Age: _____ Phone: _____

Address _____ City: _____ State: _____ Zip: _____

2. Name: _____ Age: _____ Phone: _____

Address _____ City: _____ State: _____ Zip: _____

3. Name: _____ Age: _____ Phone: _____

Address _____ City: _____ State: _____ Zip: _____

Describe the Incident - Include how the person(s) involved described the incident. _____

Indicate the action taken and by whom. If needed, use the other side of the report form to continue.

Witnesses

1. Name: _____ Age: _____ Phone: _____

Email: _____ Address _____ City: _____ State: _____ Zip: _____

2. Name: _____ Age: _____ Phone: _____

Email: _____ Address _____ City: _____ State: _____ Zip: _____

3.Name: _____ Age: _____ Phone: _____

Email: _____ Address _____ City: _____ State: _____ Zip: _____

Employee Completing Report (print name): _____

Employee's Signature: _____ Date: _____

Supervisor's Name (print name): _____

Supervisor's Signature: _____ Date: _____

Follow-up action: _____



2013 FORM S-0012
PARTICIPANT INJURY REPORT

Exhibit F

Participant Injury Report # _____

This report must be submitted to your supervisor and a copy to the PARD Safety Officer within 24 hours after the injury. In case of a serious injury, call your supervisor immediately. When in doubt, always call your supervisor.

Date of Injury: _____ Time: am/pm _____ Day: ☐ M ☐ T ☐ W ☐ Th ☐ F ☐ S ☐ Su Site: _____

Location where injury occurred? (building name, room, park area, pool area, street address, etc.) BE

SPECIFIC: _____

Name of injured person: _____ Phone: _____ Age: _____

Race: ☐ White ☐ Black ☐ Hispanic ☐ Asian ☐ Other

Sex: ☐ M ☐ F

Address _____ City _____ State _____ Zip _____

Type of Injury: ☐ Minor ☐ Major ☐ N/A (If Major is selected, complete page 2)

Describe injury (give detailed information of injury and what led to it) _____

Type of First Aid Given: _____

Causal Factor: ☐ Fell/Horseplay ☐ Medical Emergency ☐ Intoxicated ☐ Other _____

Status of Injured person: ☐ Conscious ☐ Unconscious ☐ Shock ☐ Other _____

Emergency Action Plan Activated: ☐ Yes ☐ No Number of Victim(s): ☐ 1 ☐ 2 ☐ 3 ☐ Other _____

Employee Hurt: ☐ Yes ☐ No

Blood Present: ☐ Yes ☐ No

Gloves Used: ☐ Yes ☐ No

EMS Needed: ☐ Yes ☐ No (If YES is selected, complete below)

Witness Name: _____ Age: _____ Phone: _____

Address _____ City: _____ State: _____ Zip: _____

Primary Employee: _____ Signature: _____

Assisting Employee: _____ Signature: _____

Supervisor: _____ Signature: _____

EMS Called: ☐ Yes ☐ No

EMS Actions: ☐ Treated on site and released ☐ Transported ☐ Other _____

Who offered to call EMS: _____

Employee Name

If EMS call is refused, party refusing EMS call: _____

Signature of Party or Parent/guardian if under 18

How did Party leave the facility: ☐ Relative/Friend ☐ EMS ☐ Self

Follow-up protocol: ☐ Released ☐ First Aid ☐ Transferred off-site ☐ Other _____

Additional follow-up information (if needed): _____

Additional Witnesses:

Witness Name: _____ Age: _____ Phone: _____

Address _____ City: _____ State: _____ Zip: _____

Witness Name: _____ Age: _____ Phone: _____

Address _____ City: _____ State: _____ Zip: _____

PARD SAFETY OFFICE INFORMATION ONLY

Entered into data base by: _____ Date: _____

Was this injury preventable: ☐ Yes ☐ No

Safety Officer: _____

Comments: (investigative report)

Program Manager: _____ Date: _____

Corrective measures implemented: _____

Completion Date: _____

Exhibit G

Ages 12-18 Boys & Girls Rookie League Calendar March 2014 – February 2015

2014 Spring Season

Session 1	March 21, 2014
Session 2	March 28, 2014
Session 3	April 4, 2014
Session 4	April 11, 2014
Session 5	April 25, 2014
Session 6	May 2, 2014
Session 7	May 9, 2014
Session 8	May 16, 2014
Tournament	May 31, 2014

2014 Summer Season

Session 1	June 6, 2014
Session 2	June 13, 2014
Session 3	June 20, 2014
Session 4	June 27, 2014
Session 5	July 11, 2014
Session 6	July 18, 2014
Session 7	July 25, 2014
Session 8	August 1, 2014
Tournament	August 9, 2014

2014-15 Fall/Winter Season

Session 1	August 15, 2014
Session 2	August 22, 2014
Session 3	September 5, 2014
Session 4	September 12, 2014
Session 5	September 19, 2014
Session 6	September 26, 2014
Session 7	October 3, 2014
Session 8	October 10, 2014
Session 9	October 17, 2014
Session 10	October 24, 2014
Session 11	November 7, 2014
Session 12	November 14, 2014
Session 13	November 21, 2014
Session 14	December 5, 2014
Session 15	December 12, 2014
Session 16	December 19, 2014
Session 17	January 9, 2014
Session 18	January 16, 2014
Session 19	January 23, 2014
Session 20	January 30, 2014
Session 21	February 6, 2014
Session 22	February 13, 2014
Session 23	February 20, 2014
Tournament	February 27, 2014

Athletes Services Network America Austin Midnight Basketball - AMB

One League Annual Budget FY 14

Quantity	Item	Item Cost	Total
	Uniforms	60.00	4,000.00
	Advertising/Printing/Media		1,200.00
126	Games 2 Officials	40.00	5,040.00
126	Games 2 Gamekeepers	20.00	2,520.00
	SUBTOTAL		<u>12,760.00</u>
	Education Programs:		
	Life Survival Skills Seminars		1,000.00
	Education Assessments & Materials		1,000.00
	Workshop Leaders		1,000.00
	Insurance		4,000.00
	Program Operation		13,122.80
	(Accounting, Rent, Phone, etc.)		
	SUBTOTAL		<u>20,122.80</u>
	League Events:		
	Games Tournament Officials	40.00	720.00
	Games Tournament Gamekeepers	20.00	360.00
	Tournament Expenses		80.00
	SUBTOTAL		<u>1,160.00</u>
	Program Administration		
	Site Manager & Commissioner		10,800.00
	Payroll Taxes		54,000.00
	Education Coordinator		4,957.20
	Program Analyst		5,400.00
	SUBTOTAL		<u>4,800.00</u>
	TOTAL		<u><u>114,000.00</u></u>

Line items may vary due to program requirements.

Austin



10-19 Rookie League Program

Response to: COA PARD
Late Night Youth Recreation Services
Solicitation Number RFP TVN0033

Submitted by: James Silas, Commissioner AMB Program Participants

10.17.2013

4408 Spicewood Springs Road, #113, Austin, Texas 78745. www.austinmidnightbasketball.com.

CITY OF AUSTIN, TEXAS
Purchasing Office
REQUEST FOR PROPOSAL (RFP)
Offer Sheet

ORIGINAL

SOLICITATION NO: TVN0033

COMMODITY/SERVICE DESCRIPTION: LATE NIGHT YOUTH
RECREATION SERVICES

DATE ISSUED: SEPTEMBER 9, 2013

REQUISITION NO.: RQM 8600 13081600544

PRE-BID CONFERENCE TIME AND DATE: 9:00 AM ON SEPTEMBER
18, 2013

COMMODITY CODE: 96208

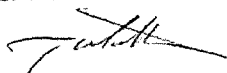
LOCATION: 124 W. 8th STREET, ROOM 300, AUSTIN, TX 78701

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT:**

PROPOSSAL DUE PRIOR TO: 2:00 PM ON OCTOBER 1, 2013

TERRY V. NICHOLSON

COMPLIANCE PLAN DUE PRIOR TO: N/A



PROPOSAL CLOSING TIME AND DATE: OCTOBER 10, 2013 @ 2:00
PM

Senior Buyer Specialist

Phone: (512) 974-2995

Terry.Nicholson@austintexas.gov

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 310, AUSTIN, TEXAS 78701

**It is the policy of the City of Austin to
Own Business Enterprises (WBEs)
Section 0900.**

**and Woman
are contained in**

**All Contractors and Subcontractors n
to a City Solicitation. In the case of J
with the City prior to submitting a res
Joint Venture must register to do bus
Subcontractors are registered. Regis
onto <https://www.cityofaustin.org/pur>**

RECEIVED
2013 OCT 17 PM 1:50
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

**ing a response
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contract, the
suring that their
ion system. Log**

SUBMIT 1 ORIGINAL, 6 SIG

SPONSE

Insert Vendor Name & Address


Signature of Person Authorized to Sign Offer



Signer's Name and Title: (please print or type)

FEDERAL TAX ID NO. 

Date: 10.17.13

Company Name:

Athletes Services Network America

Address:

4408 Spice Wood Springs Road #113

City, State, Zip Code

Austin, TX 78745

Phone No. (

(512) 278-1533

Fax No. (

)

BELOW INFO MUST MATCH THE NAME AND ADDRESS ON INVOICE AND IN COMPANY PROFILE WITH CITY

Company "Remit To" Name:

James Silas

Remit to Address:

4408 Spice Wood Springs Rd #113

City, State, Zip Code

Austin, TX 78745

Email Address

silasasna@aol.com

Offer Sheet

Page 1 of 2

Revised 11/17/09

CITY OF AUSTIN, TEXAS

Purchasing Office REQUEST FOR PROPOSAL (RFP) Offer Sheet

SOLICITATION NO: TVN0033

COMMODITY/SERVICE DESCRIPTION: LATE NIGHT YOUTH
RECREATION SERVICES

DATE ISSUED: SEPTEMBER 9, 2013

REQUISITION NO.: RQM 8600 13081600544

PRE-BID CONFERENCE TIME AND DATE: 9:00 AM ON SEPTEMBER
18, 2013

COMMODITY CODE: 96208

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FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT:

PROPOSSAL DUE PRIOR TO: 2:00 PM ON OCTOBER 1, 2013

TERRY V. NICHOLSON

COMPLIANCE PLAN DUE PRIOR TO: N/A

PROPOSAL CLOSING TIME AND DATE: OCTOBER 10, 2013 @ 2:00
PM

Senior Buyer Specialist

Phone: (512) 974-2995

Terry.Nicholson@austintexas.gov

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 310, AUSTIN, TEXAS 78701

It is the policy of the City of Austin to involve certified Minority Owned Business Enterprises (MBEs) and Woman Owned Business Enterprises (WBEs) in City contracting. MBE and WBE goals for this Solicitation are contained in Section 0900.

All Contractors and Subcontractors must be registered to do business with the City prior to submitting a response to a City Solicitation. In the case of Joint Ventures, each individual business in the joint venture must be registered with the City prior to submitting a response to a City solicitation. If the Joint Venture is awarded a contract, the Joint Venture must register to do business with the City. Prime Contractors are responsible for ensuring that their Subcontractors are registered. Registration can be done through the City's on-line vendor registration system. Log onto <https://www.cityofaustin.org/purchase> and follow the directions.

SUBMIT 1 ORIGINAL, 6 SIGNED COPIES AND 1 ELECTRONIC VERSION OF RESPONSE

SOLICITATION TO:

Insert Vendor Name & Address

James Silas
Signature of Person Authorized to Sign Offer

James Silas
Signer's Name and Title: (please print or type)

FEDERAL TAX ID NO. [REDACTED]

Date: *10.17.13*

Company Name: *Athlete's Services Network America*

Address: *4408 Spice wood Springs Road #113*

City, State, Zip Code *Austin, TX 78745*

Phone No. (*512*) *278-1533*

Fax No. ()

BELOW INFO MUST MATCH THE NAME AND ADDRESS ON INVOICE AND IN COMPANY PROFILE WITH CITY

Company "Remit To" Name: *James Silas*

Remit to Address: *4408 Spice wood Springs Rd #113*

City, State, Zip Code *Austin, TX 78745*

Email Address *silasasna@aol.com*

Offer Sheet

Page 1 of 2

Revised 11/17/09

JAMES SILAS, AMB Commissioner Court Side Report

The Season. The Season for the Austin Midnight Basketball League was successful. I noticed the words, "to be successful" was noted many times as the answer to AMB players program questions, "what is your goal in life?" As I watched these young men over the past eight months, I found there was potential for many to be "successful". As a basketball veteran, I can tell from body language on and off the court if a player has leadership qualities, attitude issues or anger problems. I can tell how they play if they are concentrating or have something on their mind that is distracting them.

The AMB program is designed to be a crime prevention program that keeps young men seventeen to twenty five years of age, off the street during peak hours of criminal activity. The City of Austin, I would like to think because of AMB, has been spared the high crime rate and vicious types of crimes Houston, San Antonio and Dallas have experienced over the past thirteen years. Clearly, the crime is not worse than the crime was thirteen years ago here in Austin. None of these cities have a Midnight Basketball Program. Over the years, because of my affiliation with the San Antonio Spurs and the basketball community of San Antonio, I invited San Antonio Pro-Am teams to play in tournaments and recruit my NBA peers to come speak to the program participants.

This year marks the Thirteenth year of the Austin Midnight Basketball Program. Thirteen is a special number to me. It is the Jersey Number I wore as a professional player in the National Basketball Association for the eleven years I played. I can explain what "to be successful" means to the men in my program. I can also guide them to know what path is necessary to go down to get to success.

Ultimately, I will tell them the choices they make will determine their success. I have already relayed to them, the choice to come to Midnight Basketball on Friday nights is a good choice and they are on their way down the right path. Ultimately, my responsibility is great as I take the responsibility to make a difference in the lives of these 109 young men that have had the courage to come into a program and look at what we can do for them. Yes, they are looking to me, this program to help them.

For many, help from anywhere is not an option, is not available, is not in society's plan. For some, young African American men seventeen to twenty five are deemed as already lost, not worth investing in. I have invested thirteen years.

For Athletes Services Network Austin Midnight Basketball League program, it is our quest to succeed by sustaining the program goal to provide Basketball as the Lure, Education as the Cure!

James Silas

Austin



10-19 Rookie League Program

Response to: COA PARD
Late Night Youth Recreation Services
Solicitation Number RFP TVN0033

Submitted by: James Silas, Commissioner AMB Program Participants

10.17.2013

4408 Spicewood Springs Road, #113, Austin, Texas 78745. www.austinmidnightbasketball.com.

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James Silas Court Side Report

Cover Page Austin Midnight Basketball Response to RFP TVN0033

A. Part I – Business Organization 3 *Certificate of Incorporation*

B. Part II System Concept and Solutions 4 *5 year Experience Chart (attached)* *AMB Program History Report Chart (attached)* *Police Initiative for AMB Program Participants (attached)* *West Austin Youth Camp years working w/7-17 (attached)*

0500 Scope of Work statements of compliance

PAC2Bid Documenys (0700-0835)

Waiver of Medical Insurance and Proof of coverage

C. Part III Program I, ii, iii, 5

C. Part III Program iv. Section I 6,7,8

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AMB Assessment/Participant Document

Release of Liability

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Waiver /Release of Liability

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AMBPL Review Sample of Annual Education Program Rpt.

AMB Database Summary Report Sample

C. Part III Program iv. Section 6 13

Method for providing financial reporting, including rpt structure

Austin



Police Partnership Initiative
For
AMB Program Participants

5.01.2012



May 01, 2012

Mr. Art Acevedo
Chief of Police
City of Austin
715 E. 8th Street
Austin, Texas 78701

Dear Chief Acevedo,

Thank you for meeting with me today. It was determined in our previous meetings and conversations, the goal to reduce crime in Austin among Minority youth and to foster a better relationship between the Austin community with Austin Police Officers and the Austin Police Department, are goals we both agreed upon and could work together to accomplish.

For the past seventeen years, I have lived in Austin and worked with youth as the Executive Director of Athletes Services Network a not for profit organization of 17 years and I serve as the Commissioner of the Austin Midnight Basketball League programs under this organization umbrella.

It is because of our shared conversations, on these goals, I am presenting to you today a plan to begin a process to build relationships between the Police department officers in Austin at-risk youth and with the community of East Austin specifically then working with Austin at large.

The plan is simple because a major program plan is already in place and operational. It is the Austin Midnight Basketball Program! I have outlined on the following pages, how the extension of the current program can contribute to accomplishing the issues faced in the community between at-risk youth in the community and Austin Police Department Officers.

It is my intention in today's meeting is to:

- present the initiative outline
- solidify the AMB and APD commitment to the initiative
- move forward in securing the specific plan of action with APD
- finalize a vendor agreement

I believe change begins at the top of an organization. You and I are at the top of our organizations and are respected in each of our environments we lead. Let's work together to introduce and make this initiative successful! In advance, I look forward to working with you.

James Silas, Commissioner

James

4408 Spicewood Springs Road, #113, Austin, Texas 78745. www.austinmidnightbasketball.com.

Organization's Information

Name: Athletes Services Network America
(dba) AUSTIN MIDNIGHT BASKETBALL LEAGUE PROGRAM

Address: 4408 Spicewood Springs Road #113, Austin, Texas 78745
Principal Contact: James Silas
Phone: 512 630.3054

Email Address: silasasna@aol.com

Name: Austin Police Department
Central East Austin Weed and Seed
715 E. 8th Street
Austin, Texas

Principal Contact: Art Acevedo, Chief of Police

Phone: 512. 964.2000

Project Information

Name: _Austin Midnight Basketball (**AMB**) League Program

Original Inception Date: 1995

Summer Initiative Program 2012

Projected End date: not applicable, program continuous

Partners: Austin Police Department, Athletes Services Network America
National Association for the Advancement of Colored People, Millennium Youth Entertainment
Complex

Funding Sources

Police Department City of Austin, City of Austin (General Fund

Austin



Initiative Content:

Description of the Initiative and the target community

Program Strategy

Objectives and program strategy

Roles of Initiators

Community Development

Program Strategy:

Program and Partners

Austin Midnight Basketball is the model program for the Association of Midnight Basketball League Programs. The AMB Strategy for the past seventeen years has been to reduce crime in Austin, Texas through partnerships with the City, State and local government as well as local Community Organizations and non profits. These efforts have been successfully initiated through key efforts initiated by retired NBA San Antonio Spurs All Star, James Silas. The program is held in East Austin, one of the highest crime zip codes in Austin, Texas 78702. There have been three controversial high profile APD fatal shootings of African American males over the past five years.

The Midnight Basketball "Model" Program, located in Austin, Texas, has been directed by James Silas, a Basketball Legend for seventeen years. Over fifteen-hundred (1500) young men have been served through this program. This program has placed over 20 young men into college with athletic scholarships. (*The average cost of incarcerating one male in the prison system is \$25,000 per year.*) James Silas, Program motto states, "Basketball is the Lure, Education is the Cure!"

Objectives and Initiative Strategy

Austin Midnight Basketball is an education, crime prevention program for youth ages 17-25 years of age. Life survival skills workshops and seminars are held at the Midnight Basketball League Program site during peak hours of crime on Friday evenings 9pm until 1am. Personal growth tools to understand the environment they are in and exposure to the environment beyond and the opportunities they provide are seminar examples. Utilizing Retired Basketball Player James Silas secures the respect of the program participant which leads to program rules being followed. The Midnight Basketball programs will enhance the participation of young men who love the game and players of professional basketball.

It is the Game of Basketball played from 9pm-1am, with up to 8 teams of 10 wearing authentic NBA Team Uniforms and named after NBA Teams.

The Initiative

- Austin Midnight Basketball will introduce the Austin Midnight Basketball Summer League!
- This Summer League is a joint initiative with the Austin Police Department
- The Summer League will be
- Game of Basketball played from 8pm-11pm,
- Thursdays Rookie League
- Friday's 9pm-12am Veterans League a
- 6 teams of up to 10
- Uniforms are authentic NBA Team Uniforms and named after NBA Teams
- Coach's are business men from the Austin community
- APD Officers will serve as Mentor Coach's in a mentor capacity.
- Austin Midnight Basketball Summer League will include two groups of youth 16-18 years of Age and 19-25 years of age.
- Games locations: Thursday nights at the MYEC and on Friday nights at the Givens Recreation Center.
- 9pm-up to 1:00am, June through September 2012.
- In September the Veteran Leagues will play on Thursday and the Rookie teams will play on Friday nights.

Roles of the program partners (including but not limited to the police officers and community developers) will include joint workshops and seminars on these examples with AMB & APD team and Summer League participants

- Peer Pressure
- Conflict Resolution
- Common Decency
- Customer Service
- Law Enforcement Awareness
- What is Police advocacy?
- Know and understand the community you live and work in
- The AMB League Program's Education Coordinator outlines seminars and workshops and schedules seminars and workshops appropriately to meet the program based on participant goals. The following are examples:
- Understanding the NCAA rules as an athlete (SAT, ACT HS exit tests) for DI-D3 schools
- The Real Story behind "sagging"
- The 3 R's, are you ready?

The APD initiative

Austin Police Chief Art Acevedo will host a seminar to:

- Educate the young men ages 16-25 in the Midnight Basketball League Program on how police are their advocates,
- How to relate to the police officers, what to expect from police officers and
- How to interact with police officers.

APD will coordinate officers in the 78701, 78702, 78723, 78753, 78754 zip code areas to:

Attend the monthly AMB Summer League Community Tournament as mentor coach's seminar and workshop participants.

The Officers will learn about the AMB Program and its participants

Have the opportunity to foster relationships with young men in the program that have been incarcerated before or who are on probation or are former gang members.

Include former Austin police officers, hired by the AMB program over the past 17 years, as workshop and seminar leaders at the AMB Summer League Community Tournament.

The AMB relationship with former APD Officers previously addresses the relationship between youth and police, eases their fears and we believe through this education, saves lives establishes community policing at its best.

What specific community development (brick and mortar and other tangible activities) resulted from the collaboration?

The Austin Midnight Basketball Program was initially funded through the HUD Austin Neighborhood Housing and Community Development COA office. The relationship formed initially with them has continued over the 17 year program. Specifically, the relationship with neighborhood organizations who actually approved the funding of the AMB program. AMB began an annual Education, Career and Life fair. Vendors from Community Housing, APD, Colleges and University's and local employers set up informational booths to speak one on one to the over 96 program participants. From these Life Fairs there have been over sixteen home owners from the efforts of partnerships with the AMB Program vendors.

How does your program/partnership advance or exemplify the constructive engagement between community organizations and public safety practitioners and their ability to impact neighborhood well-being?

The AMB Program has aligned partnerships with the Austin Fire Department a key public safety practitioner. Specifically, our alliance with them over the past seventeen years have enacted employment of two fire fighters!

Two AMB players have been employed for seven to nine years with the AFD. They are role models and frequent the AMB program as recruiters and just as good men with a rewarding job helping others.

AMB program collaborations with colleges have produced a college coach, 20 college athletic scholarships to colleges and universities directly attributed to AMB directives and association recommendations.

The impact of the AMB program producing tax paying citizens supports the well being of the neighborhoods of Austin.

It is important to note the aforementioned is an example of the program alliances and we do not demonstrate the entire program,. What is important to note is not only do the program participants of the AMB benefit from the workshops and seminars held prior to the Basketball League games, the girlfriends, mother, fathers and children attend and benefit as well.

Why AMB Continues to Seek funding to continue Reduction of Crime:

Written Words from the Emergency Response & Research Institute: 04/25/94 Re: Chicago Housing Authority's: "More amazing than the number of people wounded or killed, is the age of the "shooters". A Chicago Police Department (CPD) spokesperson said that today's "gang assassins" are frequently identified as 15, 16, or 17 year old black youths. CPD spokesperson Billy Davis is quoted by the United Press International (UPI) as saying "you've got kids out there convinced that they'll never grow up...that they'll die tomorrow...if their lives are worth nothing, neither is yours".

Thank you for your consideration of funding the AMB program.

“Basketball is the Lure. Education is the Cure!”

James Silas

**James Silas, Executive Director
Athletes Services Network America
Commissioner, Austin Midnight Basketball**



WEST AUSTIN YOUTH ASSOCIATION

Tax ID#74-2108180

P.O. Box 50198

Austin, TX 78763

Ph. (512) 473-2528

Fax (512) 477-2926

www.waya.org

To Whom It May Concern:

James Silas Shoot for the Sky basketball camp occurred at WAYA from 2000 to 2005. The camp was for children ages 7 to 17 and there were 75-100 kids per year at the camp.

Suzanne Starkey
Finance Director
West Austin Youth Association
512-473-2528

ASNA Austin Midnight Basketball

RFP TVN0033

PAC2 BID Package Document (0700-0835)

- ✓ Section 0700, Reference Sheet
- ✓ Section 0800, Non-Discrimination Certification
- ✓ Section 0805, Non-Suspension or Debarment Certification
- ✓ Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit
- ✓ Section 0815, Living Wages and Benefits Contractor Certification
- ✓ Section 0820, Living Wages and Benefits Contractor Certification
- Section 0835, Nonresident Bidder Provisions

City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION

SOLICITATION NO RFP TVN0033

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin
Minimum Standard Non-Discrimination in Employment Policy:**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, **OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.**

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 17 day of October, 2013.

CONTRACTOR	ASNA Austin Midnight Basketball
Authorized Signature	<u>James Silas</u>
Title	<u>Commissioner</u>

**CITY OF AUSTIN
PURCHASING OFFICE
REFERENCE SHEET**
Please Complete and Return This Form with the Offer

Solicitation Number: RFP TVN0033

Offeror's Name ASNA Austin Midnight Basketball

Date October 16, 2011

The Offeror shall furnish, with the Offer, the following information, for at least **5** recent customers to whom products and/or services have been provided that are similar to those required by this Solicitation.

To add additional references to this form, click the Add Reference Button. =====>

Add Reference

Company's Name Neighborhood Housing and Dev
Name of Contact Sandra Harkins Contact Title Housing Development Manager/Pro
Present Address 1000 E. 11th Street
City Austin State Texas Zip Code 78702
Telephone Number (512) 974-3100 FAX Number (512) 974-3161
Email Address sandra.harkins@austintexas.gov

Company's Name West Austin Youth Association
Name of Contact Suzanne Starkey Contact Title Finance Controller
Present Address 1314 Exposition Blvd
City Austin State Texas Zip Code 78703
Telephone Number (512) 473-2528 FAX Number (512) 477-2926
Email Address sstarkey@waya.org

Company's Name Saint Stephens School
Name of Contact Gene Phillips Contact Title Director/Residential Life & Studies A
Present Address 6500 Saint Stephens Drive
City Austin State Texas Zip Code 78746
Telephone Number (512) 327-1213 FAX Number (512) 327-6771
Email Address gphillips@sstx.org

Company's Name	Austin Police Department		
Name of Contact	Art Acevedo	Contact Title	Chief of Police
Present Address	715 East 8th Street		
City	Austin	State	Texas Zip Code 78701
Telephone Number	(512) 974-5088	FAX Number	
Email Address	artacevedo@austintexas.gov		

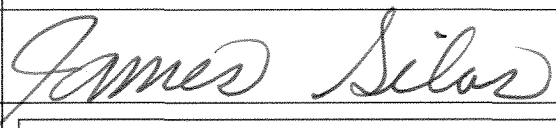
Company's Name	City of Austin Park and Recreation Department		
Name of Contact	Sarah Hensley	Contact Title	Director
Present Address	200 Larmar Blvd		
City	Austin	State	Texas Zip Code 78704
Telephone Number	(512) 974-6700	FAX Number	(512) 974-6576
Email Address	sarah.hensley@austintexas.gov		

City of Austin, Texas
NON-SUSPENSION OR DEBARMENT CERTIFICATION

SOLICITATION NO. RFP TVN0033

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name:	<div style="border: 1px solid black; min-height: 20px;">ASNA Austin Midnight Basketball</div>		
Signature of Officer or Authorized Representative:		Date:	<div style="border: 1px solid black; min-height: 20px;">October 16, 2013</div>
Printed Name:	<div style="border: 1px solid black; min-height: 20px;">James Silas</div>		
Title:	<div style="border: 1px solid black; min-height: 20px;">Commissioner</div>		

CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT
SOLICITATION NO. RFP TVN0033
FOR

Late Night Youth Recreation Services

State of Texas

County of Travis

The undersigned "Affiant" is a duly authorized representative of the Offeror for the purpose of making this Affidavit, and, after being first duly sworn, has deposed and stated and hereby deposes and states, to the best of his or her personal knowledge and belief as follows:

The term "**Offeror**", as used herein, includes the individual or business entity submitting the Offer and for the purpose of this Affidavit includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and anyone or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

- 1. Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:
 - a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
 - b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.
- 2. Preparation of Solicitation and Contract Documents.** . The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
- 3. Participation in Decision Making Process.** The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract hereunder, no individual, agent, representative, consultant, subcontractor, or subconsultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
- 4. Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.
- 5. City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.
- 6. Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:
 - a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;

**CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT**

- b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$250 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that OWNER is considering doing business with the Offeror.
- c. as required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:

<http://www.austintexas.gov/department/conflict-interest-questionnaire>

There are statutory penalties for failure to comply with Chapter 176.

If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation in the space provided below or, as necessary, on separate pages to be annexed hereto.

Offeror's
Explanation:

--

7. **Anti-Lobbying Ordinance.** As set forth in the Solicitation Instructions, Section 0200, paragraph 7N, between the date that the Solicitation was issued and the date of full execution of the Contract, Offeror has not made and will not make a representation to a City official or to a City employee, other than the Authorized Contact Person for the Solicitation, except as permitted by the Ordinance.

Contractor's Name:	ASNA Austin Midnight Basketball
Printed Name:	James Silas
Title:	Commissioner


— Signature of Officer or Authorized Representative:

Subscribed and sworn to before me this 14th day of October, 2013.


Notary Public

My Commission Expires 06/30/2016

CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS CONTRACTOR CERTIFICATION
(Please duplicate as needed)

SOLICITATION NO. RFP TVN0033

Pursuant to the Living Wages and Benefits provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.00 per hour.

I hereby certify under penalty of perjury that all of the below listed employees of the Contractor who are directly assigned to this contract:

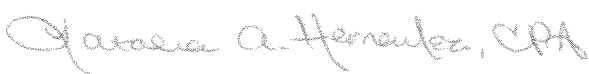
- (1) are compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) are offered a health care plan with optional family coverage.

(To add additional employees to this page, click the Add Button.)

	Employee Name	Employee Job Title
Add	James Silas	Commissioner
Delete		

- (3) all future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$11.00 per hour and offered a health care plan with optional family coverage.
- (4) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each employee affected the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment.

Contractor's Name:	Athletes Services Network America		
Signature of Officer or Authorized Representative:		Date:	10/16/2013
Printed Name:	Natalia A. Hernandez, CPA		
Title:	Fee Accountant		

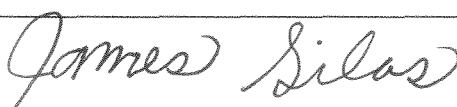
**CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION**


Contract Number:	<div style="border: 1px solid black; width: 100px; height: 20px; display: inline-block;"></div> <div style="background-color: black; width: 250px; height: 30px; display: inline-block;"></div> <div style="border: 1px solid black; width: 250px; height: 20px; display: inline-block;"></div>
Description of Services:	<div style="border: 1px solid black; padding: 5px;">Late Night Youth Recreation Services</div>
Contractor Name:	<div style="border: 1px solid black; padding: 5px;">ASNA Austin Midnight Basketball</div>


Pursuant to the Living Wages and Benefits provision of the contract (reference Section 0400, Supplemental Purchase Provisions), the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.00 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify under penalty of perjury that I am directly assigned to this contract and that I am:

- (1) compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) offered a health care plan with optional family coverage.

Employee's Title:	<div style="border: 1px solid black; padding: 2px;">Commissioner</div>		
Signature of Employee:		Date:	<div style="border: 1px solid black; padding: 2px;">October 16, 2013</div>
Employee's Printed Name:	<div style="border: 1px solid black; padding: 2px;">James Silas</div>		


(Witness Signature)

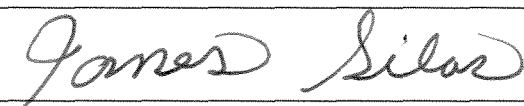

(Printed Name)

City of Austin, Texas
NONRESIDENT BIDDER PROVISIONS
SOLICITATION NO. RFP TVN0033

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "Non-resident Bidder"?

- ☒ Texas Resident Bidder - A Bidder whose principal place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- ☐ Non-resident Bidder

Bidder's Name:	<div style="border: 1px solid black; min-height: 20px;">ASNA Austin Midnight Basketball</div>		
Signature of Officer or Authorized Representative:		Date:	<div style="border: 1px solid black; min-height: 20px;">October 16, 2013</div>
Printed Name:	<div style="border: 1px solid black; min-height: 20px;">James Silas</div>		
Title:	<div style="border: 1px solid black; min-height: 20px;">Commissioner</div>		



"Rookie" LEAGUE

2013

Austin Midnight Basketball Summer League Participant Document

Print Your Name _____ Phone _____

Street Address _____ City _____, TX Zip _____

Birthday _____ Drivers License? _____

Texas Identification Card? Write Number _____

The questions you answer here are confidential and will be kept in a confidential file.

Who raised you? _____ Where were you born? _____

Write a word that best describes YOU _____ Race _____

What level of school did you finish? **Circle one** 8 9 10 11 12

College: **Circle one** 1 2 3 4

Do you want to go to college? **Circle one** YES NO

What is your goal in life? _____

Do you have a plan to meet your goal? **Circle one** YES NO

Do you need AMB to help you meet your goal? **Circle one** YES NO

The questions you answer here are confidential and will be kept in a confidential file.

Are you healthy? **Circle one** YES NO

Do you have any medical problems you want to talk about? (If you would like to talk, AMB will schedule a time to talk to you about your health issues. Tell your coach.)

Do you need help finding a job? _____ Have you ever been convicted of a felony? _____

What was the felony charge? _____

Are you on probation? **Circle one** YES NO For how long? _____

The questions you answer here are confidential and will be kept in a confidential file.

Name a person to contact in case of emergency? _____

What is their relationship to you? _____

Phone: _____ 2nd Phone: _____

RELEASE OF LIABILITY

READ CAREFULLY- THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for participation in the activity of basketball organized by Austin Midnight Basketball Summer League Program, of Austin, Texas 78702 and/or use of the property, facilities and services of AMB Program, I agree for myself and (if applicable) for the members of my family, to the following:

1. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by AMB Program, or the employees, representatives or agents of AMB Program.
2. I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself (if applicable) my family members, and further release and discharge AMB Program for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of AMB Program, whether caused by the fault of myself, my family, AMB Program or other third parties.
3. I agree to indemnify and defend AMB Program against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of AMB Program.
4. I agree to pay for all damages to the facilities of AMB Program caused by my or my family's negligent, reckless, or willful actions.
5. Any legal or equitable claim that may arise from participation in the above shall be resolved under Texas law.

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

Dated: JUNE 2012

Signature: _____

Participant: _____

Address: 3811 E. 12th Street
Austin, Texas 78721

In case of emergency, please call _____ Relationship _____
Day Phone _____ Evening Phone _____



FILM/TAPE FOOTAGE *RELEASE AGREEMENT*

This **AGREEMENT** (hereinafter referred to as the "Agreement") is made effective June 25, 2013 by *Austin Midnight Basketball League Program* (hereinafter referred to as the "AMBLP") and between,

Austin Midnight Basketball League "Player Participant Parent/ Representative" (hereinafter referred to as the "AMBLP Player") where activities are located at the Millennium East End Arena 1156 Hargrave Street, Austin, Texas 78702.

PARENT PERMISSION REQUEST:

In consideration of the video and or filming of Austin Midnight Basketball League Programs Games, Workshops or Seminars the AMBLP Player Participant parent agree

Parent hereby grants to AMBLP or its designated film contractor, permission to include film of the AMBLP Player Participant (your child) in all or a portion of the above-mentioned Footage in the Video/film/picture distribution.

PRINT Player Name: _____ TEAM Name: _____

PRINT Parent Name: _____ SIGNATURE: _____

E-Mail: _____

Electronic signature is acceptable



Midnight Basketball Summer League Waiver/Release of Liability

In consideration of being allowed to participate in the Midnight Basketball Summer League:

- I acknowledge that there is a risk of injury from the activities involved in the basketball games; and
- I knowingly and freely assume all such risks, both known and unknown, and assume full responsibility for participation; and
- I willingly agree to comply with the stated and customary terms and conditions for participation.
- I indemnify and hold harmless Midnight Basketball, from any and all actions, suits, damages, or claims arising from any injury, loss, or damage to undersigned during the League, and hereby consent to enforcement of all contest regulations; and
- I give permission to the Midnight Basketball League to use all photos/videos of the event for future promotion of the event; and
- I have read this release of liability assumption of risk agreement, fully understand its terms, and sign it freely and voluntarily without inducement; and
- Authorize on his/her behalf any of the release to obtain any medical care or treatment deemed necessary.

Contestant Name (Please Print)

If under 18, Parent or Legal Guardian Name (Please Print)

Signature

Date



"The Alternative"

James Silas Career Profile and Resume Austin Midnight Basketball

- Program Directed by Austin 19 year resident, National Basketball Association, retired San Antonio Spurs All Star JAMES SILAS. Silas was inducted into the famed Louisiana Hall of Fame, The San Antonio Hall of Fame as well as the Black Sports Texas Hall of Fame, and selected "Top 30 American Basketball All-Time Team."
- Silas began the **ATHLETES SERVICES NETWORK OF AMERICA Austin Midnight Basketball League Program in AUSTIN** in 1996, to provide sports outreach programs to at-risk youth funding the first AMB program himself. The first location was on the campus of Huston Tillotson College. Silas's vision was for at risk young men to have an opportunity to play on a college campus in the gymnasium. The lure was to experience the college sports style and become a college student.
 - One year later the program was so successful, the COA took interest in a late night sports program and 19 years later Silas still receives support for his program through the Parks and Recreation Department
- FY13 MARKS THE 19th YEAR OF OPERATION FOR THE AUSTIN MIDNIGHT BASKETBALL LEAGUE FOR YOUTH, having served over 2550 participants!
- THE GAME OF **BASKETBALL**, PLAYED FROM 6p.m. up to 12a.m. WITH TEAMS provided with non-gang color uniforms imprinted with the Midnight Basketball logo.
- AUSTIN MIDNIGHT BASKETBALL Leagues are played in City of Austin Parks and Recreation NEIGHBORHOOD RECREATION CENTERS and recruits young men 13-25 years of age.

Education programs are identified to match program participants needs programs to prepare these at-risk youth for life survival include a wide variety of speakers and professionals to conduct workshops/seminars and/or to share life experiences.

Silas uses his status as a legendary professional athlete for two things:

- 1) recruitment of youth into his late night program using basketball as the lure and the curiosity of being involved weekly with an NBA Professional Basketball Player
- 2) relationships with athletes, civic leaders, corporate executives to support the AMB Silas' was the 1st San Antonio Spurs to retire his "#13" basketball Jersey. This is a honor bestowed upon very talented players into the NBA League. Silas is able to reach out to his peers and recruit NBA Legends to serve as in-kind speakers. This in turn, allows more funds to go into the program operations while giving Austin youth a rare opportunity to be **among professional ball players**.

- AUSTIN MIDNIGHT BASKETBALL PROGRAMS ARE **FUNDED THROUGH PRIVATE BUSINESS SPONSORS, CITY OF AUSTIN DOLLARS AND PRIVATE CITIZENS**. It is the "National Model."
- James Silas also holds annual summer basketball camps for youth in West Austin. A portion of his camp proceeds he re-invests into the youth of the Austin Midnight Basketball League Program.
- Silas formed a relationship with the Austin Police Department in the Summer of 2012 and was able to keep 90 youth off the streets providing a safe haven and educating them thru APD workshops on police advocacy in an effort to save lives of Austin's youth.
- BY SUPPORTING MIDNIGHT BASKETBALL THE CITY OF AUSTIN IS ACTIVELY PARTICIPATING IN A PROACTIVE APPROACH TO REDUCE CRIME STATISTICS AND IMPROVE THE QUALITY OF LIFE FOR ALL CITIZENS.

Basketball is the Lure. Education is the Cure!

CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT
SOLICITATION NO. RFP TVN0033
FOR

Late Night Youth Recreation Services

State of Texas

County of Travis

The undersigned "Affiant" is a duly authorized representative of the Offeror for the purpose of making this Affidavit, and, after being first duly sworn, has deposed and stated and hereby deposes and states, to the best of his or her personal knowledge and belief as follows:

The term "**Offeror**", as used herein, includes the individual or business entity submitting the Offer and for the purpose of this Affidavit includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and anyone or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

1. **Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:
 - a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
 - b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.
2. **Preparation of Solicitation and Contract Documents.** . The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
3. **Participation in Decision Making Process.** The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract hereunder, no individual, agent, representative, consultant, subcontractor, or subconsultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
4. **Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.
5. **City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.
6. **Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:
 - a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;

**CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT**

- b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$250 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that OWNER is considering doing business with the Offeror.
- c. as required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:

<http://www.austintexas.gov/department/conflict-interest-questionnaire>

There are statutory penalties for failure to comply with Chapter 176.

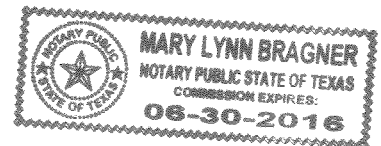
If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation in the space provided below or, as necessary, on separate pages to be annexed hereto.

Offeror's
Explanation:

- 7. Anti-Lobbying Ordinance.** As set forth in the Solicitation Instructions, Section 0200, paragraph 7N, between the date that the Solicitation was issued and the date of full execution of the Contract, Offeror has not made and will not make a representation to a City official or to a City employee, other than the Authorized Contact Person for the Solicitation, except as permitted by the Ordinance.

Contractor's Name:	ASNA Austin Midnight Basketball
Printed Name:	James Silas
Title:	Commissioner

James Silas
Signature of Officer or Authorized Representative:



Subscribed and sworn to before me this 16th day of October, 2013.

Mary Lynn Bragner
Notary Public

My Commission Expires 06/30/2016

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS UTILIZATION PLAN**
(Please duplicate as needed)

SOLICITATION NUMBER: **RFP TVN0033**

PROJECT NAME: **LATE NIGHT YOUTH RECREATION SERVICES**

PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant	ASNA Austin Midnight Basketball League Program		
Address	4408 Spicewood Springs Road # 13		
City, State Zip	Austin, TX 78745		
Phone	512 278-1533	Fax Number	
Name of Contact Person	James Silas		
Is company City certified?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	MBE <input checked="" type="checkbox"/> WBE <input type="checkbox"/>	MBE/WBE Joint Venture <input type="checkbox"/>

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

James Silas, Commissioner
Name and Title of Authorized Representative (Print or Type)

James Silas
Signature

10/17/13
Date

Provide a list of all proposed subcontractors/subconsultants/suppliers that will be used in the performance of this Contract. **Attach Good Faith Efforts documentation if non MBE/WBE firms will be used.**

Sub-Contractor/Consultant			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Ethnic/Gender Code:	<input type="checkbox"/> NON-CERTIFIED
Vendor ID Code			
Contact Person	Phone Number:		
Amount of Subcontract	\$		
List commodity codes & description of services			

Sub-Contractor/Consultant			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Ethnic/Gender Code:	<input type="checkbox"/> NON-CERTIFIED
Vendor ID Code			
Contact Person	Phone Number:		
Amount of Subcontract	\$		
List commodity codes & description of services			

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor _____ Date _____
Director _____ Date _____

Director/Deputy

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS FORM**

SOLICITATION NUMBER: **RFP TVN0033**

PROJECT NAME: **LATE NIGHT YOUTH RECREATION SERVICES**

The City of Austin has determined that no goals are appropriate for this project. Even though no goals have been established for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No ☒ If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope.

Yes ☐ If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, subconsultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though no goals have been established, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

ASNA Austin Midnight Basketball
Company Name

James Silas, Commissioner
Name and Title of Authorized Representative (Print or Type)

James Silas
Signature

10/17/13
Date

EVALUATION FACTORS FOR: RFP TVN

EVALUATION CRITERIA		Total Points	Leap Alliance Austin, TX	Athletes Services Network America Austin, TX	Texas Teen Empowerment Austin, TX *
1	Program and System Concept and Solution	30	10	16	
2	Demonstrated Applicable Experience & Personnel	25	6	17	
3	Understanding City Requirements	25	17	23	
4	Pricing Proposal	10	6	10	
5	Local Business Presence	10	0	10	
GRAND TOTAL SCORE		100	39	76	

* Texas Teen Empowerment's response was determined to be non-responsive.

NOTE: As per Section 252.049 of the local government code, contents of a proposal shall remain confidential until a contract is awarded or as directed by the Texas Attorney General's Office. Therefore, the matrix will include points awarded for price but exact pricing will not be disclosed.

PURCHASING OFFICE MEETING SIGN-IN SHEET

Bid No & Description:	RFP TVN0033 – Late Night Youth Recreation Services	Meeting Date:	9/18/2013
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Meeting Date: 9/18/2013

Check Type of Meeting: Buyer: Terry Nicholson	Pre Bid/Proposal <u> X </u> Bid Opening <u> </u>	Place/Room: Purchasing Office Conference Room

Buyer: Terry Nicholson

Place/Room: Purchasing Office Conference Room

Please Print Legibly

Name	Company/Agency/Dept.	Phone	Email
Alison Garsson	LEAP Alliance	512/689-6189	alison@leapalliance.net
Lynn Rich	COA FASD	512 974 2076	lynnrich@austintexas.gov
Patricia Rossett	COA PARD	512-974-6788	patricia.rossett@austintexas.gov
Beverly R. Mendez	COA PARD	512-974-6784	beverly.mendez@austintexas.gov
Jonathan Datchau	COA FASD	512-974-2939	jonathan.datchau@austintexas.gov
Georgia Billela	COA FASD	512-974-2939	georgia.billela@austintexas.gov
Victor Davis	COA PARD	512 805 0865	victor.davis@austintexas.gov

Solicitation Type & Number: RFP 8600 TVN0033

Solicitation Description: Late Night Youth Recreational Services

Pre-Bid Information: N/A

Bid Opening Date & Time: 10/17/2013, 02:00 PM

Vendor's Name	Rec'd By	Date & Time Received
✓ 1. Leap Alliance	AMS	10/1/13 @ 11:37AM - Bid Room
✓ 2. ASNA	AMS	10/17/13 @ 1:50pm - Bid Room
✓ 3. Texas Teen Empowerment	AMS	10/17/13 @ 1:46pm
4.		
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20.		

Bids Distributed By: AMS

Bids Received By: _____



TO: Veronica Lara, Director
Department of Small and Minority Business Resources

FROM: Terry Nicholson, Senior Buyer Specialist

DATE: September 5, 2013

SUBJECT: Request for Determination of Goals for Solicitation No. RFP TVN0033

Project Name: Late Night Youth Recreation Services

Commodity

Code(s): 96208

Estimated Value: \$115,000.00

Below are scopes of work for this project as determined by the Purchasing Office and Department that are contained in this solicitation.

This solicitation is Management and Operation of Program to Provide Late Night Youth Recreational Services. A draft copy of the Scope of Work is attached.

The Departmental Point of Contact is: Patricia Rossett at Phone: 512-974-6778

Per paragraph 8.2.1 of the Rules Governing the Minority and Women Owned Business Enterprise Procurement Program, please approve the use of the above goals by completing and returning the below endorsement. If you have questions, please call me at 512-322-6586

 Approved w/ Goals

 ✓ **Approved, w/out Goals**

Recommend the use of the following goals based on the below reasons:

a. Goals: % MBE % WBE

b. Subgoals % African American % Hispanic

 % Native/Asian American % WBE

This determination is based on the following

reasons: THERE ARE NO SUBCONTRACTING OPPORTUNITIES

Veronica Lara, Director

Date: 9/12/13

cc: Lorena Resendiz