



Amendment No. 4
of
Contract No. NA140000150
for
Softball Umpire Services
Between
Austin Softball Umpires Association
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective September 5, 2018 to September 4, 2019. No options remain.
- 2.0 The total contract amount is increased by \$303,524.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 09/05/2014 – 09/04/17	\$910,572.00	\$910,572.00
Amendment No. 1: Price Increase 09/05/2016	\$0.00	\$910,572.00
Amendment No. 2: Option 1 09/05/2017 – 09/04/18	\$303,524.00	\$1,214,096.00
Amendment No. 3: Price Increase Adjustment	\$0.00	\$1,214,096.00
Amendment No. 4: Option 2 09/05/2018 – 09/04/19	\$303,524.00	\$1,517,620.00

- 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: 

Printed Name: Jeff Rodriguez
Authorized Representative

Austin Softball Umpires Association.
4436 Bremner Dr.
9301 Johnny Morris Rd.
Austin, TX 78749
Jeff Rodriguez
jeff_rodriguez2003@yahoo.com
512-905-6512

Signature:  8-23-18

Matthew Duree, Procurement Manager
City of Austin
Purchasing Office



Amendment No. 3
of
Contract No. NA140000150
for
Softball Umpire Services
between
Austin Softball Umpires Association
and the
City of Austin

- 1.0 The City accepts the Contractor's request for an Economic Price Adjustment in accordance with Paragraph 7 (Economic Price Adjustment) of the Contract's Section 0400: Supplemental Purchase Provisions. The price adjustment will become effective on September 5, 2017, the anniversary date of the Contract.

Pricing is changed as follows:

ITEM	GAME TYPE	CURRENT PRICE PER GAME	NEW PRICE PER GAME (Effective 9/5/17)
1	League Play – Slowpitch	\$37.40	\$41.14
2	League Play – Fastpitch	\$57.20	\$62.92
3	League Play – Pitch	\$33.00	\$36.30
4	League Play – Special Olympics	\$27.50	\$30.25
5	Tournament Play – Slowpitch	\$41.80	\$45.98
6	Tournament Play – Slowpitch Post Season	\$41.80	\$45.98
7	Tournament Play – Fastpitch	\$61.60	\$67.76

- 2.0 The total Contract amount is unchanged for this Amendment and is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 09/05/2014 – 09/04/2017	\$910,572.00	\$910,572.00
Amendment No. 1: Price Increase	\$0.00	\$910,572.00
Amendment No. 2: Option 1 09/05/2017 – 09/04/2018	\$303,524.00	\$1,214,096.00
Amendment No. 3: Price Increase	\$0.00	\$1,214,096.00

- 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.

CITY OF AUSTIN

Signature

Matthew Dree

Printed Name of Authorized Person

Provenance: Spencer

7-5-17

Date



Amendment No. 2
of
Contract No. NA140000150
for
Softball Umpire Services
Between
Austin Softball Umpires Association
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective September 5, 2017 to September 4, 2018. One option remains.
- 2.0 The total contract amount is increased by \$303,524.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 09/05/2014 – 09/04/17	\$910,572.00	\$910,572.00
Amendment No. 1: Price Increase 09/05/2016	\$0.00	\$910,572.00
Amendment No. 2: Option 1 09/05/2017 – 09/04/18	\$303,524.00	\$1,214,096.00

- 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:

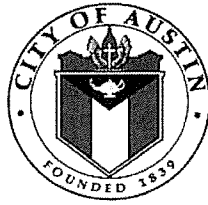
Printed Name:
Authorized Representative

Austin Softball Umpires Association.
4436 Bremner Dr.
9301 Johnny Morris Rd.
Austin, TX 78749
Jeff Rodriguez
jeff_rodriguez2003@yahoo.com
512-905-6512

Signature:

Linell Goodin-Brown
Contract Management Supervisor II
City of Austin
Purchasing Office

8-23-17



Amendment No. 1
to
Contract MA 8600 NA140000150
for
Softball Umpire Services
Between
Austin Softball Umpires Association ("Contractor")
and the
City of Austin ("City")

- 1.0 The City accepts the Contractor's request for an Economic Price Adjustment in accordance with Paragraph 7 (Economic Price Adjustment) of the Contract's Section 0400: Supplemental Purchase Provisions. The price adjustment will become effective on September 5, 2016, the anniversary date of the Contract.

Pricing is changed as follows:

ITEM	GAME TYPE	CURRENT PRICE PER GAME	NEW PRICE PER GAME (Effective 9/5/16)
1	League Play - Slowpitch	\$34.00	\$37.40
2	League Play - Fastpitch	\$52.00	\$57.20
3	League Play - Pitch	\$30.00	\$33.00
4	League Play - Special Olympics	\$25.00	\$27.50
5	Tournament Play - Slowpitch	\$38.00	\$41.80
6	Tournament Play - Slowpitch - Post Season	\$38.00	\$41.80
7	Tournament Play - Fastpitch	\$56.00	\$61.60

- 2.0 The total Contract amount is unchanged for this Amendment and is recapped below:

TERM	ACTION AMOUNT	TOTAL CONTRACT AMOUNT
Basic Term: 9/5/2014 – 9/4/2017	\$910,572	\$910,572
Amendment No. 1 – Price Increase, Effective Date: 9/5/2016	\$0.00	\$910,572

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.

6.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced Contract.

Signature:

Jeff Rodriguez

Signature:

Sandy Brandt

Printed Name:

Jeff Rodriguez

Authorized Representative

Sandy Brandt, Senior Buyer Specialist
City of Austin

Date

Aug. 31, 2016

Date

9/1/16



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

August 13, 2014

Austin Softball Umpires Association (ASUA)
Attn: Jeff Rodriguez
4436 Bremmer Dr.
Austin, TX 78749

Dear Jeff:

The Austin City Council approved the execution of a contract with your company for Softball Umpire services in accordance with the referenced solicitation.

Responsible Department:	FSD
Department Contact Person:	Ashley McLerran
Department Contact Email Address:	ashley.mclerran@austintexas.gov
Department Contact Telephone:	512-978-2672
Project Name:	Officials for Softball Leagues
Contractor Name:	Austin Softball Umpires Association
Contract Number:	NA140000150
Contract Period:	09/05/14 - 09/04/17
Dollar Amount	\$910,572.00
Extension Options:	Two 12-month extension options
Requisition Number:	RQM 8600 14022500223
Solicitation Number:	IFB TVN1007
Agenda Item Number:	79
Council Approval Date:	8/7/2014

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact Ashley McLerran, Contract Manager at 512-978-2672.

Sincerely,

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

cc: A. McLerran, PARD
M. Walker, PARD
P. Rossett, PARD

**CONTRACT BETWEEN THE CITY OF AUSTIN (“City”)
AND
Austin Softball Umpires Association (ASUA) (“Contractor”)
for
Softball Umpire Services
MA 8600 NA140000150**

The City accepts the Contractor’s Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Austin Softball Umpires Association (ASUA) having offices at 4436 Bremmer Dr., Austin, TX 78749 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City (“Effective Date”).

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number IFB TVN1007.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 The City’s Solicitation, Invitation for Bid (IFB), TVN1007 including all documents incorporated by reference
- 1.1.3 Austin Softball Umpires Association (ASUA) Offer, dated 4/8/14, including subsequent clarifications

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

- 1.2.1 This Contract
- 1.2.2 The City’s Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor’s Offer as referenced in Section 1.1.3, including subsequent clarifications

1.3 Quantity of Work. There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order.

1.4 Term of Contract. The Contract will be in effect for an initial term of thirty-six (36) months beginning on September 5, 2014 (and may be extended thereafter for up to two (2) twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.5 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$910,572.00 for the initial Contract term and \$303,524.00 for each extension option as indicated in the Bid Sheet, IFB Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

CITY OF AUSTIN

Printed Name of
Authorized Person: Terry V. Nicholson

Signature: 

Title: Senior Buyer Specialist

Date 8/13/2014



CITY OF AUSTIN, TEXAS
Purchasing Office
INVITATION FOR BID (IFB)

SOLICITATION NO: TVN1007

DATE ISSUED: MARCH 17, 2014

REQUISITION NO.: RQM 8600 14022500223

COMMODITY CODE: 96490
**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT THE FOLLOWING
AUTHORIZED CONTACT PERSON:**

TERRY V. NICHOLSON

Senior Buyer Specialist

Phone: (512) 974-2995

E-Mail: terry.nicholson@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: OFFICIALS FOR
SOFTBALL LEAGUES

BID DUE PRIOR TO: APRIL 8, 2014 @ 2:00 PM

BID OPENING TIME AND DATE: APRIL 8, 2014 @ 2:15 PM

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

LIVE BID OPENING ONLINE:

For information on how to attend the Bid Opening online, please select
this link:

<http://www.austintexas.gov/departments/bid-opening-webinars>

When submitting a sealed Offer and/or Compliance Plan, use the address below:

City of Austin, Purchasing Office
Municipal Building
124 W 8 th Street, Rm 308
Austin, Texas 78701
Reception Phone: (512) 974-2500

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

The Vendor agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

SUBMIT 1 ORIGINAL, 1 COPY, AND 1 ELECTRONIC THUMB/CD COPY OF YOUR RESPONSE

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	5
0500	SPECIFICATION	3
0600	BID SHEET – Must be completed and returned with Offer	1
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete & return	1
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
ATT A	CAPITAL CITY SOFTBALL RULES	

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

I agree to abide by the City's MBE/WBE Procurement Program Ordinance and Rules. In cases where the City has established that there are no M/WBE subcontracting goals for a solicitation, I agree that by submitting this offer my firm is completing all the work for the project and not subcontracting any portion. If any service is needed to perform the contract that my firm does not perform with its own workforce or supplies, I agree to 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 and am including the completed No Goals Utilization Plan with my submittal. This form can be found Under the Standard Bid Document Tab on the Vendor Connection Website:

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If I am awarded the contract I agree to continue complying with the City's MBE/WBE Procurement Program Ordinance and Rules including contacting SMBR if any subcontracting is later identified.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: Austin Softball Umpire Association

Company Address: 4436 Bremner Drive Austin, Texas 78749

Federal Tax ID No.: [REDACTED]

Printed Name of Officer or Authorized Representative: Jeff Rodriguez

Title: President

Signature of Officer or Authorized Representative: Jeff Rodriguez

Email Address: Jeff-rodriguez22003@yahoo.com

Phone Number: 512.905.6512

* Completed Bid Sheet, section 0600 must be submitted with this Offer sheet to be considered for award

Section 0835: Non-Resident Bidder Provisions

Company Name _____

- 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"?

Answer: _____

- (1) Texas Resident Bidder- A Bidder whose principle 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.
- (2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: _____ Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
SOLICITATION IFB TVN1007**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by no later than 3:00 PM, one (1) week prior to the proposal closing date. Submissions may be made via email to terry.nicholson@austintexas.gov , or fax at 512.974.2388.

2. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. 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 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the 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.
- iii. 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.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

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

B. **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.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **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 Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
SOLICITATION IFB TVN1007**

- (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
 - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
 - C. **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.
3. **BID / PROPOSAL / RESPONSE BOND: ("BOND") (Applicable to procurements requiring a Payment and/or Performance Bond)**
- A. All Offers shall be accompanied by a Bid / Proposal / Response Bond in an amount of not less than five percent (5%) of the total Offer. The Bid / Proposal / Response Bond must have a Power of Attorney attached, issued by a solvent surety authorized under the laws of the State of Texas and acceptable to the City.
 - B. The Bid / Proposal / Response Bond accompanying the Offer of the apparent successful Offeror will be retained until a Contract is awarded and the successful Offeror executes the Contract and furnishes any required bonds and insurance, after which the Bid / Proposal / Response Bond will be returned to the Offeror. The Bid / Proposal / Response Bond provided by the next lowest or next Best Offeror will be retained until a Contract is awarded. All other Bid / Proposal / Response Bonds will be returned within a reasonable amount of time necessary to make an award recommendation.
4. **TERM OF CONTRACT:**
- A. The Contract shall be in effect for an initial term of thirty-six (36) months and may be extended thereafter for up to two (2) additional twelve (12) month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
 - B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
 - C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
 - D. Prices are firm and fixed for the first twelve (12) months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

THIS IS A 36 MONTH CONTRACT

FIRM PRICES ARE TO BE SUBMITTED FOR THE FIRST 12-MONTH PERIOD

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
SOLICITATION IFB TVN1007**

5. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Parks and Recreation Department
Attn:	Accounts Payable
Address	200S. Lamar Blvd.
City, State Zip Code	Austin, Texas 78704-1046

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

6. **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit, certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
SOLICITATION IFB TVN1007**

7. ECONOMIC PRICE ADJUSTMENT:

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first twelve (12) months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed ten percent (10%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
- i. The following definitions apply:
- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
 - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
- (1) Utilize final Compilation data instead of Preliminary data
 - (2) If the referenced index is no longer available shift up to the next higher category index.
- iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 100%	
Database Name: Bureau of Labor Statistics	
Series ID: SMU48124200700000001	
<input checked="checked" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: Austin-Round Rock-San Marcos, Texas	
Description of Series ID: Service-Providing	
I apply to the following items of the Bid Sheet / Cost Proposal: All	

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
SOLICITATION IFB TVN1007**

- E. **Calculation:** Price adjustment will be calculated as follows:

Single Index: Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

Adjustment of a Portion of the Base Price: A portion of the Base Price changes such that only part of the price is adjusted, while the balance of the Base Price remains fixed. The portion of the Base Price subject to adjustment is defined in D iii. above.

Index at time of calculation
Divided by index on solicitation close date
Equals change factor
Multiply the Base Price by the portion of Base Price subject to change = weighted portion
Multiply the weighted portion times the change factor
Equals the Adjusted Price for the portion of the Base Price subject to the Index change
Add the portion of the Base Price not subject to adjustment
Equals the Adjusted Price

- F. If the requested adjustment is not supported by the referenced index, the City, as its sole discretion, may consider approving an adjustment on fully documented market increases.
8. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Ashley McLerran

Phone: 512-978-2672

Email: Ashley.mclerran@austintexas.gov

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

CAPITAL CITY SOFTBALL
TEAM MANAGER RESPONSIBILITIES

Revised: January 16, 2013

1. Submitting entries on time. A \$20.00 fee will be charged for all late entries.
2. Giving team members the opportunity to read and interpret all pertinent communications.
3. Knowing the rules and regulations, and relating them to team members.
4. Distributing schedules to all team members (www.capitalcitysoftball.com).
5. Checking with the Athletics Office for any makeup games.
6. Submitting typewritten protests to the Athletics Office within 48 hours.
7. Informing the Athletics Office of change of e-mail address and/or phone numbers.
8. Curtailing any excessive or unwanted actions between players, coaches, and fans. PROFANITY, TAUNTING, AND TRASH TALKING WILL NOT BE TOLERATED!
9. Prohibiting ANY drinking of alcoholic beverages by any player or coach during scheduled games in which they are participating. Violation will result in removal from game and suspension, if flagrant. Umpires may forfeit games if this rule is not adhered to.

§ 8-3-1 ALCOHOLIC BEVERAGES PROHIBITED.

Except as provided in Section 8-3-5 (Temporary Sales of Beverages and Food), a person may not knowingly sell, possess, or consume an alcoholic beverage in:

- (1) the fenced, enclosed area surrounding a swimming pool in a park, or within 100 feet of an unenclosed swimming pool in a park;
- (2) a recreation facility or adjacent outdoor area that is part of the recreation facility including a field, playground, parking lot, play slab, or playscape;
- (3) all or part of a park or playground designated by the director as being an area in which the sale, possession, or consumption of alcohol is prohibited;
- (4) the playing area or dugout area of an athletic field;

9A. Prohibiting ANY smoking in Austin's public parks, greenbelts, nature preserves, hike and bike trails and athletics fields. This includes Krieg and Havins.

10. Appearing at home plate prior to start of your game to discuss ground rules with the umpire.
11. Presenting umpire with correct lineup card with player's first and last names, team name, and league number. Only COMPLETED line-up cards will be kept on file for Post-Season Tournament eligibility. Scorekeepers will not be used; it is imperative that managers have their lineup cards completed and ready for umpires absolutely no later than game time.

12. Making sure that your team takes appropriate dug out. Home and Visitors are designated on league schedules. Home team takes first base dugout and Visitors take third base dugout. To avoid scores being submitted incorrectly, it's imperative that teams comply!

13. Reading all rules pertaining to the Capital City Softball league. These include Local League Rules & Regulations, TAAF Cavalcade of Sports, and ASA Official Rules of Softball.

14. Communicating to the team that softball is an inherently dangerous sport with a risk of injury and should be played at one's own risk!

15. The softball team manager is the contact person between the team and the athletics office. If a team/organization is to compete successfully in sports, a good manager is absolutely necessary. In the event that a player is ejected from a game, the manager will be verbally warned and held responsible for all team actions for the remainder of the game. Matters concerning your team are communicated to the manager. Information sent by the Athletics Office should be read and followed by appropriate action.

LEAGUE REGULATIONS

LEAGUE SCHEDULE: No games shall be postponed, EXCEPT for death of a manager or player.

RAINOUT GAMES: may be rescheduled on the same night at an alternate playing location (North or South), or at the end of the season on your night of play. The Athletic rainout recorder (512-978-2680) will be updated by 4:00pm on questionable days; however, it is still the umpires' decision to declare a field playable/unplayable!

FORFEITS: Any team forfeiting two regularly scheduled games shall be subject to suspension from further league play. Teams can avoid the two forfeiture suspensions by notifying the Athletic Office in advance of game in question. Any forfeit makes a team ineligible for a league trophy; the only exception to this rule is if the forfeit is called during game play. If a team calls in to forfeit a game, and that game is deemed unplayable (rainout, light failure, etc.), the forfeit will be nullified and the game will be rescheduled.

OPEN ROSTERS: Adult league age is 16 years and older. Any person under age 16 must obtain a parental permission form from the Supervisor of Athletics before participating in any league game. It is possible for men to play on a women's team and women to play on a men's team, provided BOTH managers are in agreement. All Players must carry a valid Texas Driver's License or Government photo identification at all times in case of possible suspension enforcement.

LEAGUE CHAMPIONS: Based on availability, league champions will be required to move up to the next highest division. The City of Austin reserves the right to move up a team or teams, to a higher division at our discretion. Teams in recreational leagues will not be eligible for post-season tournament play.

TIE BREAKER procedures for League Champions:

- 1) Best record in direct competition with all other tied teams.
- 2) Run differential (runs scored minus runs allowed) between tied teams.
- 3) Run differential in all games.

UMPIRES: Teams may not request a change of umpires. Umpires will be appointed by the Athletic Office, and must be members of the Austin Softball Umpires Association. Umpires are authorized and required to enforce all rules and regulations of the game. They have the power to order a player, coach or manager to do or omit to do any act, which in their judgment is necessary to give force and effect to one or all of these rules.

ONLY TEAM MANAGERS MAY TALK TO UMPIRES ON THE FIELD DURING THE GAME! Assigned umpires will be in complete charge of the ballpark area from ten minutes before games begin until all spectators and players have left the ballpark area. Managers of teams will be responsible for the conduct of their players prior to, during and following the games. This includes curtailing any, and all, profanity and verbal abuse!

ZERO TOLERANCE POLICY for profanity, taunting, and “trash talking”: Any player, manager, and/or coach will be ejected for the use of such. The player may or may not be replaced. In the event the player is not replaced, an automatic out will be charged when that player is scheduled to bat. A team may drop to a minimum of nine players – less than nine will constitute a forfeit.

Unsportsmanlike conduct will not be tolerated and offender is subject to immediate removal from game. Team managers will be held accountable for their team’s conduct; if a player is ejected from a game the manager will be issued a warning. If there is another incident during the game, the manager and offending player will be ejected and subject to suspension guidelines.

Any player who strikes an official is automatically suspended until the case has been considered by a court of law. Assault and battery charges will be filed and if the player is found guilty, the player becomes suspended indefinitely. Managers shall instruct their players to remain in the dugout during any dispute involving rule interpretation or unnecessary rough tactics between members or opposing team. Umpires will eject offending players and report those individuals to the Athletics office. Any player reported for harassing an umpire or staff member may be suspended depending on the severity of the encounter. Threats of bodily harm towards officials or staff members will be grounds for removal from the league.

SUSPENSIONS: Any player ejected from a game will have 5 minutes to vacate the park (if requested by the umpires). Ejected players refusing to leave the park will be grounds for the game to be forfeited. Ejected players will also be suspended for the next 8 days. Failure to comply with this rule will cause forfeit of game by team that player is illegally playing for.

The Program Supervisor reserves the right to rule on any situation not specifically covered in the Softball Bylaws. The Program Supervisor reserves the right to suspend an individual or team from league play whose conduct is detrimental to the safety and success of the program. The Program Supervisor reserves the right to interpret league rules in a manner he/she deems fair and equitable in accordance with the goals and objectives of the City of Austin Adult Sports Program.

DISQUALIFICATION PROCEDURES AND APPEALS: Any team and/or player who has been suspended from league play for any reason will be given a meeting prior to disqualification. The team or player shall be notified of the time, place and date of meeting. Should the accused fail to attend the meeting, the person conducting the meeting may proceed to take the evidence of those in attendance.

Any player, who desires to appeal, must notify the Program Manager in writing of his intention to do so within 48 hours after receiving notice of disqualification. A team or team member may be disqualified

for any of the following: unsportsmanlike conduct, abusive language, throwing bat in anger or disgust, intentional delay of game tactics, rough tactics against opposing player, intentional spiking, fighting, or playing while intoxicated.

A team or player disqualified from league play may appeal to the Program Manager or his appointed agent who shall determine if a fair meeting was held and equitable decision reached. The decision of the Program Manager or appointed agent will be final.

PLAYING RULES

With the following exceptions/clarifications, ASA rules will be in effect for all Capital City Softball league games and post-season tournaments.

1. **GAME TIME:** Clock will start at game time that is listed on the official league schedule. At the time that both teams have the required amount of eligible players, ball game will begin. After 10 minutes have elapsed, if a team is incomplete, a forfeit will be declared. No forfeit shall be declared with more than 44 minutes remaining on the clock.

2. **UNIFORMS & HELMETS:** are NOT required for LEAGUE play. **EXCEPTION:** Proper athletic shoes are required. No metal spikes or metal cleats will be permitted except in fast pitch when all managers are in agreement.

All Adult Fast Pitch and Junior Olympic Fast and Slow Pitch offensive players must wear, properly fitted batting helmets of similar color with double ear-flaps that have been approved by NOCSAE (failure to wear helmets shall cause player to be called out).

3. **BLOOD RULE:** Any player who has blood on their body or uniform must clean and cover the wound and replace the soiled clothing before continuing play. If the player is a base runner (offense), he/she will be removed from the game and replaced with the player (same gender), who made the last out, with no substitution being charged; OR, the team may substitute and have regular substitution rules apply. If the player is on defense, he/she is removed and a substitution is made; OR, the team may play by the "shorthanded rule" - (see ASA Rule 4 Sec. 1).

If the player is scheduled to bat within one inning after being notified of the situation, and fails to appear at bat, the batter will be skipped with no penalty. After one inning has elapsed and the batter has failed to appear at bat, an automatic out will be charged.

NOTE: The Athletics Office strongly recommends that all players bring a change of clothing and medical supplies to the game. Also, it is recommended that teams utilize the EH rule, batting 11 or 12 players to avoid this situation.

4. GAME BALLS: Teams will be required to furnish the umpire with one playable ball and the umpire has the right to reject any ball considered to be unplayable. All teams must have an additional ball ready in case both balls are fouled out of play.

a) Approved softballs must be factory stamped with TAAF, ASA, USSSA, or NSA licensed trademark for fast and slow pitch league play. Final judgment left to the umpire.

NOTE: Umpires MUST be able to read the stamp!

b) In any division of slow pitch, if the balls are different (restricted and non-restricted flight), teams will be required to hit the ball they furnish.

c) Women will hit the 11" ball, in both women and co-rec leagues.

d) Hot balls are NOT allowed!

e) All balls must be OPTIC YELLOW and meet maximum COR and lbs Compression requirements:

Men: COR 52 with 300 lbs. Compression

Women: COR 44 with 375 lbs. Compression

f) If an illegal ball (one that exceeds the COR or lbs. Compression maximum) or an altered ball (one that has been tampered with) is discovered in the game, whether a pitch is thrown or not, the batter will be called out. If the ball is discovered after a pitched ball is hit and prior to the pitch to the next batter, the batter-runner is out and the runners (if any) are returned to their bases. The coach will be ejected for a second offense of this rule.

NOTE: This rule does not apply to a ball which cannot be verified to be illegal. A ball that is merely unreadable will simply be removed from the game at the time of inspection with no penalty to the offense.

5. CO-REC RULES:

(a) Men hit 12" cor .52 softballs and women hit 11" cor .44 softballs. It is the managers and pitchers responsibility to hit or pitch the correct ball. If the wrong ball is hit, all play stands.

(b) Automatic walk rule DOES apply to league play. If the male walks, (intentional or unintentional), it is an automatic two-base walk. The female has the option to hit or walk. Once a female enters the batter's box, she must hit.

NOTE: On an automatic walk, it is not mandatory that the base-runner physically touch 1st base before going to 2nd base.

(c) No metal spikes are allowed.

(d) Offensive team must alternate batting line-up according to gender.

(e) Defensively, teams may place players in any position on field.

(f) Base distance will be 70 feet.

6. DOUBLE FIRST BASE – As shown in the ASA rulebook. Summary – The double first base is used to avoid collisions and consequent injuries at first base. The rule is now basically written so that as a batter-runner while advancing to first base, the color you must touch remains the same (colored portion only) regardless of where the ball is hit – if the batter-runner touches the white only, an appeal must be made prior to the batter-runner returning to either white or orange.

However, if there is no play being made at first base, the batter-runner may touch either the white or the colored portion. If the throw is coming from the foul side of the line, or if the defensive player is drawn to the orange side of the base, both the defensive player and the batter-runner may use either the orange or the white portion – the object is to avoid a collision with the defensive player. Once the batter-runner has passed first base, the base now becomes one base made of a colored portion and a white portion, 30" by 15", as opposed to a 15" by 15" white base only.

7. COLLISIONS / SLIDING: Players must avoid collisions whenever possible. Deliberately causing a collision (in the umpire's judgment) will be grounds for immediate ejection. The defensive player must give at least 50% of the base and base path to the runner. No deliberate blocking of base or base path without possession of the ball will be allowed - see ASA obstruction rule (Rule 8, Sec. 5B). There is NO "must-slide" rule.

WARNING: Base manufacturers advise that sliding into a softball base represents a clear and present danger. A poorly executed slide may cause serious injury!

NO INFIELD PRACTICE is allowed prior to the game. After the first inning, no warm-up pitches or infield will be allowed.

Slow Pitch: Three warm-up pitches will be allowed in slow pitch only during the first inning, or if there is change of pitchers.

Fast Pitch: Five warm-up pitches will be allowed between innings and for any change of pitchers.

8. SHORT-HANDED RULE: Slow-pitch teams may start with 9 players; the missing 10th player shall be placed in the tenth batting position and shall be an automatic out. If the tenth player arrives, he/she must assume the tenth batting position. Teams starting with 10 players may finish with 9, but the missing player in the line-up shall be an automatic out.

9. EXTRA PLAYER RULE: The Extra Player (EP) may be used - a team may start with eleven players in their line-up, with any ten playing defense. The EP may also be used in Co-Rec play - a team may start with twelve players in their line-up with any ten playing defense. Teams may finish with 1 less player than they start with per the short-handed rule (see above).

10. DIG-OUT RULE: No "digging out" in the batter's box will be allowed. Any player digging out will be warned first, and if the player continues, he/she will be called out. This rule is to reduce the wear and tear in the batter's boxes.

11. BALL/STRIKE COUNTS: All league games (men's, women's, and co-rec) will start with a 1-1 count (1 ball and 1strike). Two foul balls will be allowed on the 3rd strike. Note: First foul ball with two strikes will

be live and runners can advance on a catch; second (extra) foul will be dead, batter is out, and runners cannot advance.

After time has expired or 7 innings played, tied ball games shall go to 1-Pitch play (count is 3 balls, 2 strikes, 1 foul ball. (A foul ball in 1-Pitch will be dead, batter is out, and the runners cannot advance on a catch). Play will continue until a winner is determined. All other rules remain in effect.

12. RUN RULES: The following run rules will be in effect for all division of play including: Recreational, Novice, Intermediate and Competitive.

Slow Pitch - 15 run rule after 5 innings or 45 minutes of play (Revised to include Recreational)

Fast Pitch - 10 run rule after 5 innings or 70 minutes of play

1-Pitch League - 15 run rule after 5 innings; no run rule time limit

13. HOME RUN LIMITS: A Home Run = untouched batted ball, over the fence. The following limits will be in effect:

- | | |
|-------------------|--|
| 1. Recreational - | 0 home run (Inning ending out) |
| 2. Novice - | 1 home run (batter out after the first home run is hit) |
| 3. Intermediate - | 3 home runs (batter out after the third home run is hit) |
| 4. Competitive - | 5 home runs (batter out after the fifth home run is hit) |

14. COMPLETE GAMES: Slow Pitch games will have a 55-minute time limit, and Fast Pitch games will have an 80-minute time limit. The umpire will start the clock when he/she says, "Home team take the field" after the coaches meeting at home plate. When an inning has started, the inning must be completed unless the home team is at bat and leading in runs scored. Innings start immediately after the third out of the previous inning is made. The umpire will be the official timekeeper and scorekeeper. Teams have an obligation to check the scoreboard after each half inning to verify the score - keep your own scorebook as a backup!

In the event of rain or light failure, 4 1/2 innings or 30 minutes of playing time will constitute a game, provided that the home team is ahead. If games have not reached this point, they will be replayed from the start. The score of a called-regulation game (4 1/2 innings or 30 minutes) shall be the score at the end of the last complete inning, unless the Home team has scored an equal number of, or more runs, than the Visitors team in the incomplete inning. In this case, the score shall be that of the incomplete inning.

15. PROTESTS: In case of protest, the burden of proof will rest with the manager protesting. To be effective, a protest must be made to the umpire at the time of the play in question and play will continue. A written protest accompanied by the protest fee of \$25.00 must be submitted within 48 hours to be accepted. (Saturday, Sunday and holidays will not count in the time limit). If the Protest Committee upholds protest, the \$25.00 will be donated to the Capital City Softball program. If decision is overturned, a refund of \$25.00 will be made. No protests concerning player eligibility or umpire judgment.

16. BASE STEALING: In Men's Competitive-Pitch ONLY, runners may advance, with liability to be put out, when the pitched ball (legal or illegal) reaches home plate, is hit by the batter, or if the pitcher has the ball and is not in the vicinity of the pitching plate (defined as when pitcher is not fielding a base).

a) The ball remains alive until the pitcher has the possession of the ball in the infield and all immediate play has apparently completed.

b) Runner may NOT advance if the pitched ball hits the batter, hits the ground before reaching the front edge of home plate, hits the ground on either side of home plate, or hits home plate.
EFFECT: The ball is dead and a ball is awarded to the batter.

c) The pitcher may cover any base on an attempted put out and, if a play is being made on a runner off the base, the ball remains live.

d) A pitched ball that hits behind home plate and strikes the umpire, or a thrown ball by the catcher that hits the umpire, remains live and runners may advance.

CITY OF AUSTIN
PURCHASING OFFICE
PURCHASING SPECIFICATION FOR
IFB TVN1007

SCOPE OF WORK

1. PURPOSE

The City of Austin, hereinafter referred to as the City, seeks proposals, for an annual service contract from an individual or company qualified and experienced in softball umpire operations who can provide qualified, experienced, and certified officials to the City's softball program for all City operated softball complexes.

2. BACKGROUND

Proposer must provide details regarding the experience and qualifications that demonstrate an ability to effectively provide umpire operations and management services.

3. SCOPE OF WORK

A. Title of Program

Softball Umpire Operation and Management Service for City of Austin's softball complexes.

B. Objective

The City's objective is to enter into a contract with a qualified and experienced individual / company with a minimum of five (5) years experience to provide quality, experienced and certified officials to large groups such as tournaments and league play. The softball association or professional must have experience in managing softball officials to provide services in the City's softball complexes. City league and Parks and Recreation Department tournaments shall have priority over private tournaments / leagues in contractor's scheduling.

C. Implementation

1. Umpires must be certified by the Amateur Softball Association for local, regional, state and national tournaments. Certification must be provided upon request.
2. The City shall have the right to evaluate, and when justified, request the removal of any official provided by the proposer.
3. Proposer shall include in proposal (in a separate attachment) the number of local, regional, state, and national tournaments in which umpires have participated, including the levels of training for the past five (5) years. All umpires are expected to attend a State Umpire Clinic at least once every three (3) years.
4. Proposer must be able to provide umpires for other sanctioning bodies, such as the United States Slowpitch Softball Association and the Texas Amateur Athletic Federation.
5. Proposer shall maintain a qualified staff of minimum of 110 umpires for all City-sponsored leagues and tournaments.

CITY OF AUSTIN
PURCHASING OFFICE
PURCHASING SPECIFICATION FOR
IFB TVN1007

6. Proposer shall provide written documentation of performance evaluations for each umpire. These evaluations shall be provided on an annual basis and/or as requested by staff.
7. League play will require up to eighteen (18) fields per night having to be staffed. League play is Sunday through Saturday nights.
8. Proposer shall provide scheduling and a staff listing for all City-sponsored events.
9. Proposer shall be responsible for handling problems, changes, and scheduling of umpires
10. Umpires' uniforms must comply with national softball association's standards.
11. Proposer shall ensure that all umpires, assigned to City league games or tournaments are responsible for (but not limited to) :
 - a. Scorekeeping on both a manual (scorecards) and electronic (scoreboards) basis,
 - b. Turning in scorecards/paycards,
 - c. Turning field lights on and off as necessary,
 - d. Calling the Athletics staff if a field becomes unplayable or unsafe to play,
 - e. Notifying the Athletics office of any accident/injury occurrences and maintenance needs/hazards,
 - f. Monitor that only City employees and/or contractors are granted access to the chases,
 - g. At the conclusion of their scheduled shift, duties shall include but are not limited to the following:
 - i. ensure that the bathrooms are locked,
 - ii. ensure that the chases are locked,
 - iii. switch the light controls to "Automatic" if they were manually turned on for extended play.
12. Proposer shall provide two (2) umpires per game, unless specified by the Contract Manager. Any games worked with less than the specified number of umpires, provider agrees to reimburse the COA the per game cost for each game with less than the specified number of umpires. Any games (league or tournament) where any umpire arrives late or leaves early, the COA will not pay for that umpire(s) at those games. This can and will be enforced by COA PARD staff or Provider Board.
13. There are no minimum numbers of games that the COA will be required to pay. City of Austin will only pay for actual games played (or forfeited should the umpires show up and not the teams). If umpires deem a field unplayable, the City of Austin shall compensate the scheduled umpires one half of a game.
14. Proposer shall provide and keep in full force and effect insurance outlined Section 0300, the Standard Purchase Terms and Conditions, Paragraph 32.

CITY OF AUSTIN
PURCHASING OFFICE
PURCHASING SPECIFICATION FOR
IFB TVN1007

D. Breakdown of Games for 2014 - 2016

LEAGUE - 2014	GAMES	# OF UMPIRES/PER GAME
Slow Pitch	7750	2
Fast Pitch	75	2
1-Pitch	325	2
Special Olympics	32	1
TOURNAMENTS - 2014		
Slow Pitch	350	2
Fast Pitch	0	0
Post Season	323	2

The numbers of games per season are estimates based on prior year's actual numbers. The City has the right to enact more or fewer games than listed above; numbers may vary from year to year.

4. PROGRESS REPORTS

The Contractor shall submit monthly progress reports to the Contract Manager. The reports shall describe significant achievements and problems which have potential effect on schedule or costs.

5. ATTACHMENTS

A copy of the Capital City Softball Team Manager Responsibilities is attached for reference purposes.

BID SHEET
CITY OF AUSTIN
SOFTBALL UMPIRE SERVICES

BID NO. IFB TVN1007

RX NO. RQM 8600 14022500223

DATE: MARCH 17, 2014 FOR YEAR 2014

BUYER: TERRY NICHOLSON

Copies of Bid: Vendor must submit two copies of its signed bid - one original and one copy.

Special Instructions: Be advised that exceptions taken to any portion of the solicitations may jeopardize acceptance of the bid.

ITEM	GAME TYPE	GAMES	PRICE PER GAME	ANNUAL COST
1	League Play - Slowpitch	7,750	\$ 34.00	\$ 263,500.00
2	League Play - Fastpitch	75	\$ 52.00	\$ 3,900.00
3	League Play - 1 - Pitch	325	\$ 30.00	\$ 9,750.00
4	League Play - Special Olympics	32	\$ 25.00	\$ 800.00
5	Tournament Play - Slowpitch	350	\$ 38.00	\$ 13,300.00
6	Tournament Play - Slowpitch - Post Season	323	\$ 38.00	\$ 12,274.00
7	Tournament Play - Fastpitch (For informational puposes only)	0	\$ 56.00	\$ -
2014 TOTAL			TOTAL COST	\$ 303,524.00

BIDDER'S BEST DELIVERY IS _____ CALENDAR DAYS AFTER RECEIPT OF ORDER

DELIVERY TERMS: DELIVERY IS TO BE FOB DESTINATION, PREPAID AND ALLOWED

COMPANY NAME: AUSTIN SOFTBALL UMPIRES ASSOCIATION (ASUA)

SIGNATURE OF AUTHORIZED REPRESENTATIVE: 

PRINTED NAME: JEFF RODRIGUEZ

EMAIL ADDRESS: jeff_rodriguez2003@yahoo.com

City of Austin, Texas
NON-SUSPENSION OR DEBARMENT CERTIFICATION (IFB TVN1007)

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

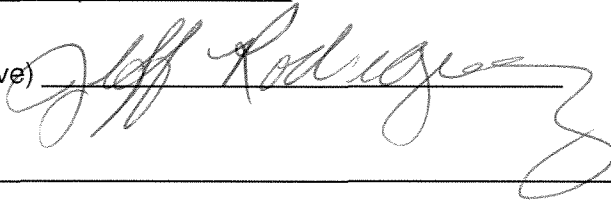
\$25,000.00 and all non-procurement transactions. This certification is required for all Bidders on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The VENDOR 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.

Project Description Softball Umpire Operation and Management Services

Company's Name Austin Softball Umpires Association

Signature (Authorized Representative) _____



Printed Name: JEFF RODRIGUEZ

Title ASUA President

Date:

4.8.2014

Section 0835: Non-Resident Bidder Provisions

Company Name Austin Softball Umpires Association

- 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"?

Answer: yes "Resident Bidder"

- (1) Texas Resident Bidder- A Bidder whose principle 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.
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder id a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: _____ Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____



ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

INVITATION FOR BID: TVN1007 ADDENDUM NO. 1 DATE OF ADDENDUM: April 8, 2014

This addendum is to incorporate changes to the above referenced solicitation:

I. Clarifications:

The closing time and date of the above referenced Invitation for Bid has been extended to 2:00 PM on April 15, 2014. Bids will be accepted until 2:00 PM on April 15, 2014.

II. Additional Information

All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, Addendum #1 is hereby incorporated and made a part of the above referenced Solicitation.

APPROVED BY: _____

Terry Nicholson, Sr. Buyer Specialist
Purchasing Office, 512-974-2995

ACKNOWLEDGED BY:

Austin Softball Virginia
SUPPLIER TSN

John C. Sanchez
AUTHORIZED SIGNATURE

4-8-14
DATE

RETURN ONE (1) COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH PROPOSAL OR PRIOR TO BID OPENING. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR OFFER.

RECEIVED
2014 APR -8 PM 2:22
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS