



CITY OF AUSTIN, TEXAS
Purchasing Office
REQUEST FOR PROPOSAL (RFP)
OFFER SHEET

SOLICITATION NO: RFP SMB0101

COMMODITY/SERVICE DESCRIPTION: Asian American Resource Center Senior Meal Program

DATE ISSUED: December 21, 2015

REQUISITION NO.: RQM 8600 15112400122

PRE-PROPOSAL CONFERENCE TIME AND DATE: January 11, 2016 at 10:00am and 2:00pm local time (Interpretation services available at Pre-Proposal Conferences in Chinese, Korean, and Vietnamese)

COMMODITY CODE: 96115

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT THE FOLLOWING AUTHORIZED CONTACT PERSON:

LOCATION: Asian American Resource Center
8401 Cameron Road, Austin, TX 78754

Sandy Brandt
Corporate Contract Administrator
Phone: (512) 974-1783
E-Mail: Sandy.Brandt@austintexas.gov

PROPOSAL DUE PRIOR TO: 2:00pm on February 4, 2016

PROPOSAL CLOSING TIME AND DATE: 2:00 pm on February 4, 2016

Sandy Wirtanen
Senior Buyer
Phone: (512) 974-7711
E-Mail: Sandy.Wirtanen@austintexas.gov

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

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:

Address for US Mail (Only)	Address for Fedex, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # RFP SMB0101	Purchasing Office-Response Enclosed for Solicitation # RFP SMB0101
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

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

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY OF YOUR RESPONSE ON FLASH DRIVE OR CD

*****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	3
0500	SCOPE OF WORK	4
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	4
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0815	LIVING WAGES CONTRACTOR CERTIFICATION–Complete and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE NO GOALS FORM – Complete & return	2
Exhibit 1	Previous Menus at the Asian American Resource Center	1
Exhibit 2	Meal Criteria	2
Exhibit 3	Food Donation Guidelines	18
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Exhibit 6	Cost Proposal Worksheet	2

*** 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.

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: _____

Company Address: _____

City, State, Zip: _____

Federal Tax ID No. _____

Printed Name of Officer or Authorized Representative: _____

Title: _____

Signature of Officer or Authorized Representative: _____

Date: _____

Email Address: _____

Phone Number: _____

*** Proposal response must be submitted with this Offer sheet to be considered for award**

**CITY OF AUSTIN
PURCHASING OFFICE
SECTION 0400: SUPPLEMENTAL PURCHASE PROVISIONS
SOLICITATION: RFP SMB0101**

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 January 29, 2015

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
SECTION 0400: SUPPLEMENTAL PURCHASE PROVISIONS
SOLICITATION: RFP SMB0101**

- (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. **TERM OF CONTRACT:**
- A. The Contract shall be in effect for an initial term of 24 months and may be extended thereafter for up to three additional 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.
4. **QUANTITIES:** Quantities will be as needed and specified by the City for each order. There are no minimum order quantities.
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.
 - 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. **LIVING WAGES:**
- A. The minimum wage required for any Contractor employee directly assigned to this City Contract is \$13.03 per hour.

**CITY OF AUSTIN
PURCHASING OFFICE
SECTION 0400: SUPPLEMENTAL PURCHASE PROVISIONS
SOLICITATION: RFP SMB0101**

- B. The City requires Contractors submitting Offers on this Contract to provide a certification (**see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$13.03 per hour. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).
- D. The Contractor shall provide to the Department's Contract Manager with the first invoice, individual Employee Certifications for all employees directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each employee directly assigned to the contract. The Employee Certification form is available on-line at https://www.austintexas.gov/financeonline/vendor_connection/index.cfm.
- E. Contractor shall submit employee certifications annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for employees added to the contract and/or to report any employee changes as they occur.
- F. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

7. 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 certify 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>

8. CRIMINAL BACKGROUND INVESTIGATION (CBI):

The Contractor shall adhere to the Centralized Process for Conducting a Criminal Background Investigation: General Guidelines for Centralized Process ("CBI Process") as set forth by the City's Human Resources

**CITY OF AUSTIN
SECTION 0500: SCOPE OF WORK
FOR ASIAN AMERICAN RESOURCE CENTER SENIOR MEAL PROGRAM
SOLICITATION NO. RFP SMB0101**

1. PURPOSE

The City of Austin (City) Parks and Recreation Department (PAR) is seeking proposals from restaurants, catering firms, or other qualified individuals to provide hot lunch meals at the Asian American Resource Center (AARC).

2. BACKGROUND

AARC

Located at 8401 Cameron Road, Austin, TX 78754, the AARC's mission is to provide cultural spaces, resources, services, and educational programs through an Asian American Pacific Islander perspective that bring Austin's diverse communities together. AARC offers programming for youth, adults, and seniors that highlight the rich diversity of Asian and Asian American cultures.

RICE Program and Senior Lunch Social

In 2014, AARC launched the RICE – Recreational and Intergenerational Community Education, a new program designed to address intergenerational wellness and education needs of Austin residents, with particular focus on the underserved Asian American community. One component of RICE is the Senior Lunch Social, a program that offers free lunches for Austin residents ages 60 and over. Currently, lunches are brought in by an outside caterer hot and pre-prepared from 11:30 am to 12:30 pm.

The City anticipates the number of Senior Lunch Social participants to reach 80 by March 2016, and due to the program's popularity, will begin serving lunches every Monday, Tuesday, Wednesday, and Thursday under the new contract.

In mid-2016, the AARC will open a newly constructed commercial kitchen, and the City desires, through this solicitation, for a contractor to prepare or partially prepare meals on-site. In the event that the commercial kitchen is unavailable, the City will need a contractor to provide pre-packaged meals requiring no on-site preparation at the AARC. Additionally, the City would like to offer Asian cuisine from a different country/region each day and therefore anticipates awarding multiple contracts. Contracts will be in effect for an initial term of 24-months with three 12-month extension options.

3. SCOPE OF WORK

3.1. Contractor's Minimum Qualifications

3.1.1. Food Enterprise Permit "7 c b f U W c f g \ U ` b c h i h] n Y h Y W e a a Y f W U ` _] H W Y b i b h]"

....."U: c c X ' 9 b h Y f d f j g Y D Y f a] h] g ` c V H U j b Y X"

~~.....~~ 3.1.2. Food Manager Certificate

~~.....~~ 3.1.3. Food Handler Certificate

3.2. Contractor's Preferred Qualifications

- 3.2.1. At least one year of experience in catering or restaurant operations.
- 3.2.2. Adequate staff to properly prepare and serve meals and clean up dining area and kitchen.
- 3.2.3. Proficient or bilingual in an Asian language.
- 3.2.4. Staff providing services under this contract shall not begin work until they have passed the City's Criminal Background Investigation process.

3.3. Contractor's Responsibilities

- 3.3.1. Contractor shall provide hot meals that:
 - 3.3.1.1. Meet or exceed the latest U.S. Department of Agriculture and U.S. Department of Health and Human Services Dietary Guidelines for Older Adults and
 - 3.3.1.2. Meet state and local food safety and sanitation requirements, including the current Texas Food Establishment Regulations.
- 3.3.2. Contractor must be proficient in cooking and creating menus in one or more of the following cuisines: American, Halal, Hindu-vegetarian, Chinese, Filipino, Japanese, Korean, South Asian (includes Bengali, Pakistani and all regions of India) Taiwanese, Thai, and Vietnamese.
- 3.3.3. Contractor shall develop monthly menus for meal service with a variety of offerings, including a daily vegetarian option, for review and approval by AARC staff. Contractor shall submit a monthly menu to the AARC Contract Manager no later than ten days before the start of the next month. Previous menus for Senior Lunch Social are provided as Exhibit 1.
- 3.3.4. Contractor shall serve meals, including beverages, in the AARC up to four days a week, each Monday, Tuesday, Wednesday, and Thursday. Contractor may serve meals individually plated or on a table buffet style.
- 3.3.5. Contractor shall serve meals at the AARC at 12:00 p.m. If needed, the City may request that Contractor provide meals of the same menu at two serving times, one at 11:30 a.m. and another one at 12:30 p.m.
- 3.3.6. Each meal provided by the Contractor shall be suitable for seniors, contain between 550 to 750 calories, and conform to the criteria set forth in Exhibit 2.
- 3.3.7. Contractor shall prepare vegetarian meals using designated vegetarian-only preparation and serving utensils (dishes, glasses, flatware, etc.).

****Updated per Addendum 5****

- 3.3.8. Contractor shall provide condiments and all food supplies. Contractor shall supply condiments in individual packets or in table containers or dispensers.
- 3.3.9. If contractor is utilizing the commercial kitchen at AARC, contractor shall maintain an inventory of contractor's supplies stored at AARC and shall submit that inventory to AARC Contract Manager on a weekly basis. Contractor supplies, including any cooking and serving ware as well as dry, refrigerated and frozen items, stored at AARC shall be clearly labeled with name, date, and time.
- 3.3.10. Contractor shall be responsible for cleaning and sanitizing work areas, equipment, utensils, dishes, and flatware; for loading and emptying the dishwasher; and for maintaining appearance of all equipment, serving counters, and tables.
- 3.3.11. Contractor shall be responsible for any damage to the kitchen and dining area, including damage to or loss of equipment, appliances, utensils, dishes, flatware, which occurs during the time Contractor is using the AARC facility.
- 3.3.12. Contractor shall donate surplus food and shall make a good faith effort to reduce food waste pursuant to the City's Office of Sustainability's Source Reduction Overview and Guidelines for Donating Food & Handling Surplus Foods provided as Exhibit 3. Each month, Contractor shall provide the AARC Contract Manager copies of the food donation delivery form or a written declaration that no food was donated because there was no surplus food on a monthly basis.
- 3.3.13. During the preparation, service, and clean up required under this contract, Contractor shall employ practices that are consistent with the City's goal of Zero Waste by 2040, such as using reusable bags, recycling paper, plastic, metal, and glass items, reusing items, and purchasing local products to reduce carbon footprints.
- 3.3.14. Contractor shall maintain a daily cleaning log.
- 3.3.15. During the preparation, service, and clean up required under this contract, Contractor shall employ practices that are consistent with the Texas Food Establishment Regulations, Chapter 228, Texas Administrative Code.
- 3.3.16. If utilizing the commercial kitchen at AARC, Contractor shall obtain a Food Enterprise Permit to Operate specific to the AARC kitchen located at 8401 Cameron Road, Austin, Texas, from the Austin/Travis County Health and Human Services Department and shall be subject to random inspections by the Austin/Travis County Health and Human Services Department.

4. CITY'S RESPONSIBILITIES

- 4.1. The City will provide a fully equipped, commercial kitchen with sufficient space, equipment, designated storage, and refrigeration to meet the terms of this contract.
- 4.2. The City will provide feedback or approval of the Contractor's proposed monthly menu no later than 72 hours after the menu was submitted.
- 4.3. The City will provide preparation and serving utensils (dishes, glasses, flatware, etc.) and equipment needed for food and beverage preparation and service, including a buffet table,

****Updated per Addendum 5****

pitchers, and glasses. The City will also provide designated vegetarian-only preparation and serving utensils and equipment.

- 4.4. The City will provide a dining area with tables and chairs.
- 4.5. The City will pay for all site utilities.
- 4.6. The City will provide cleaning supplies, trash containers, and twice a week waste management services.
- 4.7. The City will inspect the kitchen and serving area after meal preparation and service on a daily basis.
- 4.8. The City will conduct customer satisfaction surveys and provide feedback to the Contractor.

**CITY OF AUSTIN
PURCHASING OFFICE
ASIAN AMERICAN RESOURCE CENTER SENIOR MEAL PROGRAM
SECTION 0600: PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFP SMB0101**

1. PROPOSAL FORMAT

All proposals should be submitted in the following format:

Submit 1 original and 1 electronic copy of your Proposal on flash drive or CD. The original must be submitted on 8.5 x 11 inch paper, bound or in a 3-ring binder. The original Proposal must be clearly labeled as "original" and must include the original signature of the person authorized to sign on behalf of the Proposer.

Proposals shall be organized in the information sequence described in A through E of this section. Use tabs to divide each part of your Proposal and include a Table of Contents. Proposers should provide all details in the Proposal described below and any additional information you deem necessary to evaluate your Proposal.

A. City of Austin Purchasing Documents

Complete and submit the following documents:

- i. Offer Sheet
- ii. Section 0605 – Local Business Presence Identification Form
- iii. Section 0815: Living Wages Contractor Certification
- iv. Section 0835 – Non-Resident Bidder Provisions
- v. Section 0900 – Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form
- vi. Any addenda to this Solicitation

~~**B. Minimum Qualifications**~~

~~Submit a copy of the following to demonstrate that minimum qualifications have been met:~~

- ~~i. Food Enterprise Permit~~
- ~~ii. Food Manager Certificate~~
- ~~iii. Food Handler Certificate~~

C. Program

Please provide the following:

- i. Sample menus using the form provided (Exhibit 4). Each daily menu should conform to the requirements set forth in the Scope of Work.
- ii. Copy of current state and city permits, licenses, and certifications to handle, manage, prepare, distribute, and serve food;
- iii. If applicable to your business, most recent Food Establishment Inspection Report score conducted by the Austin/Travis County Health and Human Services Department; and
- iv. Any additional information you deem necessary to evaluate your Proposal.

D. Qualifications/Experience. You may complete this section using the form provided (Exhibit 5).

- i. **BUSINESS ORGANIZATION.** Provide an overview of your business. Include the information requested below.
 - (1) State full name and address of your business.
 - (2) Identify the parent company if your business is a subsidiary.
 - (3) Include the State in which your business is incorporated or licensed to operate.
 - (4) If applicable, specify the branch office which will perform, or assist in performing work.

**CITY OF AUSTIN
PURCHASING OFFICE
ASIAN AMERICAN RESOURCE CENTER SENIOR MEAL PROGRAM
SECTION 0600: PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFP SMB0101**

- (5) Indicate whether your business operates as a partnership, corporation, or individual.
 - (6) Provide the number of years your business has been in operation.
 - (7) Describe your business. Include details such as type of food served and any additional information that you deem necessary to evaluate your Proposal.
 - (8) Indicate whether you are capable of providing pre-packaged meals that require no preparation on-site at AARC.
- ii. **PRIOR EXPERIENCE.** Provide at least two references from past customers for whom you have provided food services in a group setting. Additional references may be provided, if desired. Do not include family members. Provide the information below for each reference:
 - (1) Reference name. Include contact person and title if reference is an organization.
 - (2) Address and phone number of reference.
 - (3) Description of food services provided. Include number of people served, type of event, menu, and any other information you deem necessary to evaluate your Proposal.
 - iii. **STAFF QUALIFICATIONS.** Provide the information below for each staff person who will provide services under this contract.
 - (1) Name and title.
 - (2) Primary duties and number of hours that will be devoted to providing services under this contract.
 - (3) Permits, licenses, and certifications the individual has obtained to handle, manage, prepare, distribute, and/or serve food.
 - (4) Prior experience fulfilling similar duties.
 - (5) Languages spoken.
- E. **Cost Proposal:** Information described in the following subsections is required from each Proposer. Your method of costing may or may not be used but should be described. A not-to-exceed contract is contemplated, with progress payments. Use the form provided as Exhibit 6.

Based on a 40 lunches a day and 80 lunches a day, itemize the daily costs of on-site meal preparation to include:

- (1) Labor: Specify number of employees, position title, wage rate, estimated number of hours, and any other personnel expenses.
 - (2) Other: Ingredients, materials, supplies, and other non-labor related costs.
2. **LOCAL BUSINESS PRESENCE:** The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation. Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of work as reflected in the Offeror's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. Specify if and by which definition the Offeror or Subcontractor(s) have a local business presence.

**CITY OF AUSTIN
PURCHASING OFFICE
ASIAN AMERICAN RESOURCE CENTER SENIOR MEAL PROGRAM
SECTION 0600: PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFP SMB0101**

3. 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 a Respondent 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 Respondent 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>

4. **PROPOSAL ACCEPTANCE PERIOD:** All proposals are valid for a period of one hundred and twenty (120) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the Proposal.

5. **PROPRIETARY INFORMATION:** All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

6. **AUTHORIZED NEGOTIATOR:** Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

7. **EXCEPTIONS:**

Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal.

8. **PROPOSAL PREPARATION COSTS:**

All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.

**CITY OF AUSTIN
PURCHASING OFFICE
ASIAN AMERICAN RESOURCE CENTER SENIOR MEAL PROGRAM
SECTION 0600: PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFP SMB0101**

9. EVALUATION FACTORS AND AWARD

A. **Competitive Selection**: This procurement will comply with applicable City Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph B below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the Best Offeror. Award of a Contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

B. **Evaluation Factors**:

i. 100 points.

- (1) Program: 35 points
- (2) Qualifications/Experience: 30 points
- (3) Cost: 25 points
- (4) LOCAL BUSINESS PRESENCE: 10 points

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

ii. Interviews and/or Taste Testing, Optional. Interviews and/or taste testing may be conducted at the discretion of the City. Maximum 25 points

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?		
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

Section 0815: Living Wages Contractor Certification

Company Name _____

Pursuant to the Living Wages 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 \$13.03 per hour.

The below listed employees of the Contractor who are directly assigned to this contract are compensated at wage rates equal to or greater than \$13.03 per hour.

Employee Name	Employee Job Title

USE ADDITIONAL PAGES AS NECESSARY

- (1) All future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$13.03 per hour.
- (2) 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 affected employee the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision or fraudulent statements made on this certification may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment, or result in legal action.

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 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: _____

Section 0900: Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form

SOLICITATION NUMBER:
PROJECT NAME:

The City of Austin has determined that no goals are appropriate for this project. Even though goals were not assigned 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, sub-consultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though goals were not assigned, 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.	

Company Name	

Name and Title of Authorized Representative (Print or Type)	

Signature	Date

Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Utilization Plan
 (Please duplicate as needed)

SOLICITATION NUMBER:
PROJECT NAME:

PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant			
Address			
City, State Zip			
Phone Number		Fax Number	
Name of Contact Person			
Is Company City certified?	Yes <input type="checkbox"/> No <input type="checkbox"/> MBE <input 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.

Name and Title of Authorized Representative (Print or Type)

Signature

Date

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

Sub-Contractor / Sub-Consultant			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethics / 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 / Sub-Consultant			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethics / 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/Deputy Director _____	Date _____