



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

SOLICITATION NO: RFP SMB0104

DATE ISSUED: April 11, 2016

REQUISITION NO.: RQM 8600 16032800356

COMMODITY CODE: 96115

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

Sandy Brandt
Senior Buyer Specialist
Phone: (512) 974-1783
E-Mail: Sandy.Brandt@austintexas.gov

Marian Moore
Buyer II
Phone: (512) 974-2062
E-Mail: Marian.Moore@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: Food and Beverage Concession at Clay/Kizer Golf Complex

PRE-PROPOSAL CONFERENCE TIME AND DATE: 10am CST, April 27, 2016

LOCATION: Jimmy Clay/Roy Kizer Municipal Golf Complex
 5400 Jimmy Clay Drive
 Austin, TX 78744

PROPOSAL DUE PRIOR TO: 2pm CST, May 24, 2016

PROPOSAL CLOSING TIME AND DATE: 2:15pm, May 24, 2016

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

LIVE SOLICITATION CLOSING ONLINE: For RFPs, only the names of respondents will be read aloud

For information on how to attend the Solicitation Closing online, please select this link:

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

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 SMB0104	Purchasing Office-Response Enclosed for Solicitation # RFP SMB0104
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

*****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	5
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	3
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 A	Floor Plan – Clay/Kizer Golf Course Concession and Pro Shop	1
Exhibit B	Current Concessionaire’s Historic Net Sales and Revenue to the City	1

*** 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 the * 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.

INTERESTED PARTIES DISCLOSURE

In addition, Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 “Certificate of Interested Parties” that is signed and notarized for a contract award requiring council authorization. The “Certificate of Interested Parties” form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

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
RFP SMB0104: FOOD AND BEVERAGE CONCESSION AT CLAY/KIZER GOLF COMPLEX

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 ten business days prior to the Solicitation close date.

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
 - (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 120 months and may be extended thereafter for up to two additional 60 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 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. **LIVING WAGES:**

- A. The minimum wage required for any Contractor employee directly assigned to this City Contract is \$13.03 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- 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 payment, 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.

5. 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>

**CITY OF AUSTIN PURCHASING OFFICE
SECTION 0500: SCOPE OF WORK
RFP SMB0104: FOOD AND BEVERAGE CONCESSION AT CLAY/KIZER GOLF COMPLEX**

1. PURPOSE

The City of Austin (City) Parks and Recreation Department (PARC) seeks to contract with a Concessionaire to renovate, operate, maintain, and manage the food and beverage concession (“Concession”) at the Jimmy Clay/Roy Kizer Municipal Golf Complex (“Complex”) in Austin, Texas.

2. VISION FOR THE COMPLEX CONCESSION

The City’s vision for the Complex Concession is to create a local hang-out where golfers, non-golfers, neighbors, and visitors can relax in a comfortable, friendly setting to enjoy quality food and beverages at reasonable prices.

3. ABOUT THE COMPLEX

The Jimmy Clay/Roy Kizer Municipal Golf Complex is located at 5400 Jimmy Clay Drive, Austin, Texas 78744. Constructed in 1974, the Jimmy Clay Golf Course is surrounded by Williamson Creek and plays 6,918 yards through traditional tree-lined fairways and elevated open greens. The Roy Kizer Golf Course is a links-style layout spread over 200 acres. With 35 acres of lakes and 22 acres of wetlands, the golf course offers residency to migratory waterfowl in the area and is a beautiful track for all skill levels. In 1994, the Jimmy Clay Golf Course and the Roy Kizer Golf Course were combined to create a 36-hole complex. Together, the two courses make up one of the finest and diverse 36-hole public complexes in the state.

Annual rounds at the Complex for Fiscal Year 2016 (October 1, 2015 to September 30, 2016) are estimated at 80,000. See table below for rounds history. Note that rounds history for Fiscal Year 2015 is not included. Annual rounds for Fiscal Year 2015 would show less play due to course closure at Jimmy Clay Golf Course for construction and record rainfall during that year. Rounds history does not include patrons who use the facility for practice/driving range or patrons who are guests of golfers not playing the courses.

Annual Rounds by Fiscal Year (October 1 – September 30)	Jimmy Clay Golf Course	Roy Kizer Golf Course
2011	48,641	49,366
2012	47,984	54,718
2013	35,437	50,520
2014	28,375	42,038

4. ABOUT THE CONCESSION

Currently, the Complex has an area of the clubhouse designated for the Concession. The Concession has a kitchen, dining room, storage, and a covered outdoor eating area (see Exhibit A for

floor plan and square footage). Because the clubhouse is situated within the 100-year floodplain, the building footprint cannot be enlarged.

The Concession has operated under the current concessionaire since 2007. Attached as Exhibit B is a summary of the current Concessionaire's last five years of food and beverage net sales and revenues to the City.

5. CONCESSIONAIRE RESPONSIBILITIES

5.1. REQUIREMENTS

5.1.1. Food and Beverage Services

- 5.1.1.1. Concessionaire shall have exclusive rights to sell food and beverages at the Complex.
- 5.1.1.2. Event sponsors are permitted to engage outside Concessionaires to provide food and beverages at their events under the condition that the food and beverages are free to event patrons.
- 5.1.1.3. Complex patrons are permitted to bring in their own food and beverages.
- 5.1.1.4. Concessionaire may sell beer and wine at the Complex.
- 5.1.1.5. Concessionaire shall provide a menu selection of breakfast, lunch, snack, and dinner foods and beverages appropriate for a golf course concession.
- 5.1.1.6. Concessionaire shall operate a minimum of one mobile concession cart to provide food and beverage services to golf patrons on the courses.
- 5.1.1.7. Concessionaire shall include on its menu, food selections that may be fulfilled in less than ten minutes to accommodate patrons' food orders during golf play.
- 5.1.1.8. Concessionaire shall offer a catering menu for special events at the Complex.
- 5.1.1.9. Concessionaire shall provide all equipment necessary to perform services under the Contract, including cooking, serving and storage devices, cash registers, seating and tables, and an adequate number of waste containers, including separate containers for recyclable materials for the eating area.

5.1.2. Marketing

- 5.1.2.1. Concessionaire shall maximize patronage and revenues through featured menu items, service, ambiance, special events, or other appropriate methods.
- 5.1.2.2. Concessionaire shall reach out to the community to increase usage of the Concession through effective marketing and advertising, including social media.

5.1.3. Improvements

- 5.1.3.1. Concessionaire shall make improvements to both the indoor and outdoor areas of the Concession, including capital improvements, furnishings, and equipment in order to meet the City's vision for the Concession.
- 5.1.3.2. Fixed assets will become the property of the City upon expiration or termination of the contract.
- 5.1.3.3. Improvement plans are subject to the City's approval.
- 5.1.4. Permits/Licenses/Certifications Required
 - 5.1.4.1. Concessionaire and staff shall have appropriate and current state and city permits, licenses, or certifications to handle, manage, prepare, distribute, and serve food, and a license to sell beer and wine.
 - 5.1.4.2. Concessionaire will be responsible for obtaining a Food Enterprise Permit to Operate specific to the Concession from the Austin/Travis County Health and Human Services Department.
 - 5.1.4.3. Concessionaire shall be responsible for securing all permits and approvals.
- 5.1.5. Operation and Maintenance
 - 5.1.5.1. Concessionaire will operate the Concession at minimum, during the operating hours of the Complex. Concessionaire may expand the hours of operation for the Concession with the City's prior approval.
 - 5.1.5.2. Concessionaire will keep the Concession area and the area within 150 feet of the Concession clean, including the storeroom, free and clear from rubbish, filth, refuse, flies, roaches, bees and other insects. Concessionaire shall employ necessary personnel, install necessary storage containers and equipment and secure service contract for disposal of rubbish and refuse in the area to prevent the inception and spread of infectious or contagious diseases and to effectively prevent the creation of a nuisance such as odors and presence of vermin.
 - 5.1.5.3. Concessionaire will coordinate activities with the on-site Manager of the Complex to ensure that Concession activities do not interfere with the general operation of the Complex or when special events and tournaments are scheduled.
 - 5.1.5.4. Utilities are sub-metered, and Concessionaire will pay all utilities related to the Concession.
- 5.1.6. Personnel
 - 5.1.6.1. Concessionaire must employ a qualified full-time on-site manager.
 - 5.1.6.2. Concessionaire must provide adequate staff to:
 - 5.1.6.2.1. Provide good, prompt, and efficient service;

5.1.6.2.2. Properly prepare and serve meals;

5.1.6.2.3. Properly clean and maintain all food service areas and equipment in a safe and sanitary manner.

5.1.6.3. Concessionaire's staff must wear distinctive clothing that easily identifies them as Concessionaire personnel. The City has the right to approve all uniform or clothing options provided by the Concessionaire.

5.1.6.4. Concessionaire must have a written process, which will be subject to City approval, for its staff relating to training, dress code, hygiene, and other relevant staff information.

5.1.6.5. Concessionaire will be responsible for securing the services, at Concessionaire's sole expense, of qualified staff that has successfully passed a Criminal Background Investigation (CBI).

5.1.7. Reporting

5.1.7.1. Concessionaire will record all sales, including sales from the mobile concession cart, by means of a computerized/point of sale system approved by the City.

5.1.7.2. Concessionaire will provide the City with a monthly summary report of gross sales by receipt category.

5.1.7.3. Concessionaire will maintain permanent bookkeeping and accounting records, audited by a certified public accountant (CPA) on an annual basis. The audit by the CPA will be submitted to the City.

5.2. PREFERENCES

5.2.1. Expanded breakfast menu;

5.2.2. Healthy menu options;

5.2.3. Sustainable practices, such as:

5.2.3.1. Conserving natural resources including water, energy, and raw materials throughout the product lifecycle;

5.2.3.2. Minimizing environmental impacts such as water and air pollution;

5.2.3.3. Eliminating or reducing toxins that create hazards to workers, citizens, wildlife, and the environment;

5.2.3.4. Supporting up-cycling and recycling efforts; utilizing products with high recycle content;

5.2.3.5. Reducing environmental impacts in your company's production and distribution systems;

- 5.2.3.6. Supporting worker health, safety, and fair wages;
- 5.2.3.7. Considering total cost of ownership during the product's useful life, including operation, supplies, maintenance, and disposal cost;
- 5.2.3.8. Utilizing green certified cleaning products;
- 5.2.3.9. Composting plan;
- 5.2.3.10. Distribution of unused prepared food to local community or nonprofit organizations to the extent allowable by local health codes;
- 5.2.3.11. Sourcing from local farms/restaurants
- 5.2.3.12. Water stations available instead of individual bottled water (if appropriate)
- 5.2.3.13. Garnishes, centerpieces, and decorations that can be eaten, donated, recycled, reused, planted, or composted.

6. CITY RESPONSIBILITIES

- 6.1. The City will provide the Concessionaire with an on-site point of contact from the City during Complex hours of operation and a remote point of contact outside the Complex's hours of operation.
- 6.2. The City will provide repairs to the building structure.
- 6.3. The City will provide the Concessionaire with a vent hood in the kitchen area.
- 6.4. The City will provide trash pickup services.
- 6.5. The City will service restrooms for the duration of the contract.
- 6.6. The City will remodel restrooms. Estimated completion in fall of 2016.

CITY OF AUSTIN PURCHASING OFFICE
SECTION 0600: PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
RFP SMB0104: FOOD AND BEVERAGE CONCESSION AT CLAY/KIZER GOLF COMPLEX

The selected Proposer shall demonstrate the ability to implement a concession program that aligns with the City's vision and requirements and incorporates innovative ideas that are appropriate for this Concession. The Proposer shall demonstrate the ability to perform in this type of business, clearly articulate achievable plans for operation, demonstrate financial ability to implement the plan, and document compliance with appropriate laws and regulations.

1. PROPOSAL FORMAT:

Submit 1 original and 1 electronic copy of your Proposal on flash drive. Submit the original 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.

Organize your Proposal in the information sequence described below. Use tabs to divide each part of your Proposal and include a Table of Contents with page numbers. 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:

- a. Signed Offer Sheet (pages 1-3)
- b. Signed Addendums (all pages)
- c. Completed and Signed Section 0605 – Local Business Presence Identification Form
- d. Completed and Signed Section 0815 – Living Wages Contractor Certification
- e. Completed and Signed Section 0835 – Non-Resident Bidder Provisions
- f. Completed and Signed Section 0900 – Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form

B. Executive Summary

One page or less, which gives in brief, concise terms, a summation of the proposal.

C. Experience and Qualifications (15 points)

Provide the following information:

- a. Full name and address of your company; identify parent company if you are a subsidiary. Indicate whether you operate as a partnership, corporation, or individual. Include the State(s) in which incorporated or licensed to operate and how long your company has been in business.
- b. Describe your company's qualifications and relevant experience providing services described in the Scope of Work. Letter(s) of Recommendation that your company has received may be included.
- c. Include names and brief bio for key personnel who will be providing services under the contract. If key personnel are not yet hired, provide job description including preferred qualifications.

D. Vision and Concept (15 points)

Describe in detail your vision and concept for the Concession. Include information, such as the values, purpose, and goals that will drive your approach to managing the Concession. Describe the atmosphere you intend to create at the Concession. Demonstrate your knowledge of the different interests at play (i.e. City's vision for the Concession/golf course as a public facility; needs of golfers; needs of community; maximization of revenue) and how your concept satisfies each of the interests. Include items such as drawings, pictures, sample signage, and any other supplemental information you deem necessary.

E. **Operating Plan** (30 points)

This section should describe in detail how you plan to implement the vision and concept proposed in the previous section. At minimum, include the information below. Include any other information you deem necessary to evaluate your operating plan.

- a. Proposed services, which should address the requirements described in the Scope of Work. Include menu and prices, hours of operation, etc.
- b. Proposed staffing and customer service strategy.
- c. Marketing plan to maximize patronage and revenue.
- d. Plan for physical improvements, equipment, upgrades, etc. and timeline for installation/purchase. Provide a rendering or sketch of the proposed renovation and proposed use and layout of space; list and description of furnishings, fixtures, soft goods, appliances, and equipment to be used; accessibility compliance pursuant to the American Disability Act; and a proposed schedule for improvements.
- e. Start-up/transition plan.
- f. A statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities. The Proposer must state his compliance with terms of this Request for Proposal (RFP).

F. **Financial Plan** (30 points)

Describe your ability to make this a financially viable venture. Include the revenue share structure with the City. Proposed revenue share may be based on a lump sum fee paid per month, per year, etc., based on a profit percentage benchmark, or a combination of both. Provide any additional information to assist in assessing your demonstrated financial capability and resources to provide the services described in the Scope of Work and according to the proposed plan. Supporting documentation should, at minimum, include:

- a. Budget forecast (minimum three years). Include improvement expenses in your forecast.
- b. Bank statements, bank letter, or other documentation substantiating access to adequate capital to carry out the proposed plan for the Concession.

1. **PROPOSAL ACCEPTANCE PERIOD:** All proposals are valid for a period of one hundred and eighty (180) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.
2. **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.
4. **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.
5. **EXCEPTIONS:**
Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal.
6. **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.

7. 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:**

100 points total.

1. Experience and Qualifications – 15 points
2. Vision and Concept – 15 points
3. Operating Plan – 30 points
4. Financial Plan – 30 points
5. LOCAL BUSINESS PRESENCE - 10 points

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, 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. 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.

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

Interviews, Optional. Interviews may be conducted at the discretion of the City based on a short list of candidates.

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 _____