



Amendment No. 3
of
Contract No. NR130000001
for
Operation of Food Service Concessions at Morris Williams Golf Course
between
Player's Concession
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the subject contract. This extension option will be effective October 22, 2019 to May 25, 2020. No more options remain.
- 2.0 The total Contract authorization is recapped below:

Basic Term: 10/22/12 – 10/21/17
Amendment No. 1: Amend Extension Options from 2 36-month extension options to 2 24-month extension options as authorized by Revenue Austin City Council 03/25/13
Amendment No. 2: Option 1 – Extension 10/22/17 – 10/21/19
Amendment No. 3: Option 2 – Extension 10/22/19 – 05/25/2020

- 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: Eddie Hempe
Authorized Representative

Players Concession, Inc.
3514 Cavu Road
Georgetown, TX 78628
512-478-9299
ehempe@alumni.utexas.net

Signature: _____

Sarah Ramos
Procurement Specialist III
City of Austin
Purchasing Office

Sarah Ramos 10.15.19



Amendment No. 2
of
Contract No. NR130000001
for
Operation of Food Service Concessions at Morris Williams Golf Course
between
Player's Concession
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the subject contract. This extension option will be effective October 22, 2017 to October 21, 2019. One extension option remains.
- 2.0 The total Contract authorization is recapped below:

Basic Term: 10/22/12 – 10/21/17
Amendment No. 1: Amend Extension Options from 2 36-month extension options to 2 24-month extension options as authorized by Revenue Austin City Council 03/25/13
Amendment No. 2: Option 1 – Extension 10/22/17 – 10/21/19

- 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

Players Concession, Inc.
3514 Cavu Road
Georgetown, TX 78628
512-478-9299
ehempe@alumni.utexas.net

Signature: _____

Cindy Reyes, Contract Management Specialist III
City of Austin
Purchasing Office



Amendment No. 1
to
Contract No. NR130000001
for
Operation of Food Service Concessions at Morris Williams Golf Course
between
Player's Concession
and the
City of Austin

- 1.0 The City hereby Amends the term of the Contract to an initial term of five (5) years with two (2) 24-month extension options. This is in accordance with the Austin City Council's authorization dated October 18, 2012.
- 2.0 The total Contract authorization is recapped below:

Term	Total Contract Amount
Basic Term: 10/22/12-10/12/17	Revenue
Amendment No. 1: Amend Extension Options from 2 36-month extension options to 2 24-month extension options as authorized by Austin City Council.	Revenue

- 3.0 MBE/WBE goals do not apply to 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: Carlos Oliveira
Carlos Oliveira
President
Players Concession, Inc.
300 West Martin Luther King
Austin, Texas 78701

Date

Signature: Sharon Patterson
Sharon Patterson, Senior Buyer
City of Austin
Purchasing Office

Date

Reviewed and Approved:

Signature: Jeff Dilbert
Jeff Dilbert
Corporate Purchasing Manager

Date



Financial and Administrative Service Department
Purchasing Office

PO Box 1088, Austin, Texas, 78767

October 22, 2012

Players Concessions, Inc.
Eddie Hempe
300 West Martin Luther King
Austin, Texas 78701

The City of Austin has approved the execution of a contract with your company for the operation of the food-service concessions at Morris Williams Golf Course in accordance with the referenced solicitation.

Responsible Department:	Parks and Recreation Department (PARC)
Department Contact Person:	Kevin Gomillion
Department Contact Email:	Kevin.Gomillion@austintexas.gov
Department Contact Telephone:	(512) 974-9351
Project Name:	Operation of Food-Service Concessions at Morris Williams Golf Course
Contractor Name:	Players Concessions, Inc.
Contract Number:	NR130000001
Contract Period Amount:	revenue
Contract Period:	10/22/12-10/21/17
Extension Options:	two three-year extension options
Requisition Number:	8600 12070200445
Solicitation Number:	RFP 8600 SAP0001
Agenda Item Number:	43
Council Approval Date:	October 18, 2012

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person above.

Sincerely,

A handwritten signature in black ink that reads "Sharon Patterson".

Sharon Patterson
Senior Buyer

**CONTRACT BETWEEN THE CITY OF AUSTIN (“City”)
AND
PLAYER’S CONCESSIONS (“Contractor”)
For
Operation of Food Service Concessions at Morris Williams Golf Course

NR130000001**

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 Contractor having offices at 300 W. MLK Boulevard, Austin, Texas 78701 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 RFP 8600 SAP0001.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 The City’s Solicitation, RFP 8600 SAP0001 including all documents incorporated by reference
- 1.1.3 Contractor’s Offer, dated August 20, 2012, 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 Term of Contract. The Contract will be in effect for an initial term of five (5) years and may be extended thereafter for up to two (2) three (3) year extension options, 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.

1.4 Clarifications and Additional Agreements

- 1.4.1 Revised Scope of Work, dated 10/15/12, Exhibit A
- 1.4.2 Compensation to City

1.4.2.1 **Guaranteed Minimum Annual Payment.** The Contractor shall make payments to the City in the amount of \$2,500 per month (\$30,000 minimum annual payment) for the term of the contract, which shall be paid within ten (10) days after the end of the preceding month. The fee shall be prorated for the first month if opening does not occur on the first of the month.

1.4.2.2 **Revenue Sharing.** In consideration for being granted the right to operate the food service concessions at the Morris Williams Golf Course, Contractor agrees to pay the City based on gross sales at the following scheduled rates:

1.4.2.2.1 Three percent (3%) on the first \$150,000

1.4.2.2.2 Five percent (5%) on the amount above \$150,000 up to \$175,000

1.4.2.2.3 Seven percent (7%) on the amount above \$175,000

1.4.3 **City's Obligations.** The City will provide Contractor with utilities, maintain and repair City-owned equipment, to include outdoor tables and chairs.

1.5 **Quantity of Work**

1.5.1 The Contractor shall fully and timely provide all deliverables and services described herein and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

1.5.2 Contractor shall provide the services described in the Scope of Work, Exhibit A attached hereto.

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.

PLAYER'S CONCESSIONS

CITY OF AUSTIN

Carlos Oliveira
Printed Name of Authorized Person

Sharon Patterson
Printed Name of Authorized Person

Carlos Oliveira
Signature

Sharon Patterson
Signature

President
Title:

Senior Buyer
Title:

10-18-12
Date:

10-22-12
Date:

List of Exhibits

- Exhibit A – Revised Scope of Work, dated 10/15/12
- Exhibit B – Non-Discrimination Certification
- Exhibit C – Living Wages and Benefits Contractor Certification
- Exhibit D – Living Wages and Benefits Employee Certification

Exhibit A

**CITY OF AUSTIN
PURCHASING OFFICE
REVISED SCOPE OF WORK**

**OPERATION OF FOOD-SERVICE CONCESSIONS
AT MORRIS WILLIAMS GOLF COURSE**

1.0 PURPOSE

The City of Austin (City) through its Parks and Recreation Department owns and operates the Morris Williams Golf Course (Course) located at 4300 Manor Road and provides food and beverage service in a snack/bar format for the patrons and guests of the course through a contracted concessionaire.

The department's goal is to provide the public with the highest quality and most satisfactory service from the concessionaire and to ensure the City receives adequate and appropriate compensation from private businesses allowed to operate on park property.

Morris Williams Golf Course, currently under renovation, was constructed in 1963 and opened in 1964 as Austin's third municipal course. Designed by Leon Howard, one of the most prolific golf course architects of the time, the course features small, slightly elevated, contoured greens. These features, combined with rolling terrain, probably make Morris Williams the most difficult of all of the City's courses. However, the recent addition of forward tees and improved turf make the course playable for all levels of golfers. Practice facilities include a driving range and putting greens which sustain an estimated 50,000 rounds of golf.

The Parks Department is pleased to offer an opportunity, for a qualified food-service proprietor to operate the food service concession at the Course. The proposing individual or company shall provide a proposal which clearly; demonstrates the Proposer's experience, and ability to perform, in this type of business, articulates Proposer's plans for the operation of a food service concession at Morris Williams golf course, demonstrates Proposer's compliance with appropriate laws and regulations, provides evidence of Proposer's ability to operate the food-service concessions in a manner consistent with the Industry best-management practices for cleanliness, maintenance, safety, and sanitation.

2.0 TERM

The contract term for this concession will be an initial five (5) year contract period with two (2) three (3) year extension options.

3.0 IMPLEMENTATION

Within thirty (30) days of the effective date of the Contract, Contractor in coordination with the City shall develop a transition plan to ensure that the Contractor will be able to take over a fully-functioning operation no later than thirty (30) days after contract award. Contractor shall install and test all equipment and furnishings within two (2) weeks following the issuance of the certificate of occupancy. Inventory shall be delivered and staff trained, all necessary licenses and permits will be obtained within two (2) weeks following the issuance of the certificate of occupancy. The contractor shall provide extra staffing for the first two (2) weeks to ensure a smooth startup.

Exhibit A

**CITY OF AUSTIN
PURCHASING OFFICE
REVISED SCOPE OF WORK**

**OPERATION OF FOOD-SERVICE CONCESSIONS
AT MORRIS WILLIAMS GOLF COURSE**

4.0 CONCESSION REQUIREMENTS

- 4.1 Contractor shall provide a Food-Service Concessions operation without the financial support, compensation, or investment, direct or in-kind, from the City. Contractor shall have a minimum of five years' experience in food and beverage concession services.
- 4.2 Hours of Operation shall be the same golf course hours of operation: Seven days a week, 20 minutes before sun-up and 20 minutes after sundown, except on Christmas Day. The City reserves the right to close the golf course due to inclement weather, golf course maintenance, or any other reason the City deems necessary. During those times the golf course is closed, the Contractor will not operate the food-service concessions.
- 4.3 Contractor shall implement a food-service concession program that will meet or exceed the objectives of the City through its concession offerings, sales, reporting, and service.
- 4.4 The Contractor will not use the kitchen(s) areas or facilities to provide catering or other food and beverage services for events that are not sponsored by the City or held at the golf course.
- 4.5 Contractor shall hire at its own cost and expense, train and supervise staff to assist in the performance of the contract; including the following staffing requirements:
 - 4.5.1 Appearance: Contractor's staff shall wear a City-approved uniform, or golf appropriate attire, with the Contractor's logo and/or name clearly displayed.
 - 4.5.2 Training: Contractor shall ensure its staff receives customer service and sensitivity training. This training shall take place prior to any interaction with customers and patrons of the golf course.
 - 4.5.2.1 Alcohol awareness training as required by the Texas Alcoholic Beverage Commission (TABC)
 - 4.5.3 Certifications: Contractor and its staff shall hold any and all certifications required by the State of Texas; including TABC and Food Health Certifications. Copies of certifications shall be provided to the City's Contract Manager.
- 4.6 Contractor shall maintain certifications for CPR and First Aid, including training for the use of Automated External Defibrillator (AED). Copies of certifications shall be provided to the City's Contract Manager by opening day of the concession.

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**OPERATION OF FOOD-SERVICE CONCESSIONS
AT MORRIS WILLIAMS GOLF COURSE**

- 4.7 Contractor shall provide all equipment necessary for the operation of food-service concessions to include, but not limited to, cooking devices, display cabinets, tables and chairs, beverage carts, and cash registers.
- 4.8 Contractor shall, at all times and at its expense, keep and maintain all equipment, whether owned and/or installed by Contractor or City, such as, but not limited to, heat exchangers, fans, controls and electric panels, installed by City, together with all of the fixtures, plate and mirror glass, equipment and personal property therein, in good repair and in a clean, sanitary, and orderly condition and appearance. No equipment provided by City shall be removed or replaced by Contractor without the prior written consent of the City, and if consent is secured, such removal and/or replacement shall be at the expense of the Contractor.
- 4.9 Contractor shall utilize recycling containers for plastic and cans. The City will provide these containers in and around the premises and golf course.
- 4.10 Contractor shall clearly display its company name and logo to distinguish itself from the City. Contractor's Logo shall be displayed at the Concessions Counter. Prior to affixing logos or signage to the walls of the Concessions area, Contractor shall obtain prior written authorization from the City.
- 4.11 The Contractor may post its menu and prices on the golf course website. Contractor shall submit for approval changes or updates to the menu and/or prices to the City five (5) days prior to the changes or updates taking effect. This will allow the City time to review, approve, and update the website with the changes or updates to the menu and/or prices.
- 4.12 Contractor's prices shall be reasonable, yet shall also provide the highest possible revenue to the Contractor and the City.
- 4.13 Contractor shall assess, provide, and install all necessary furnishings and equipment. All furnishings and equipment shall be attractive in design while providing the highest level of customer service, accessibility, and affordability for guests and patrons of the golf course.
- 4.14 Contractor shall work with the City during the normal course of business and as unforeseeable problems arise to provide exceptional customer service, maximize revenue, and create operational efficiencies. Customer inputs and complaints shall be addressed within 24 hours. Corrective action shall be promptly implemented.

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**CITY OF AUSTIN
PURCHASING OFFICE
REVISED SCOPE OF WORK**

**OPERATION OF FOOD-SERVICE CONCESSIONS
AT MORRIS WILLIAMS GOLF COURSE**

Suggestions will be considered and if possible, implemented. Suggestion boxes shall be placed on the counters. The Contractor shall include a feedback link on the website.

- 4.15 If Contractor becomes aware of any condition in the food-service concession facilities that is unsafe or unhealthy, Contractor shall immediately notify the City's Contract Manager in writing.
- 4.16 Contractor shall give the City prompt notice followed by formal written notice of any fire damage occurring to the food-service concessions area. Copies of all notices received by Contractor of any claim for bodily injury occurring in the food-service concessions area shall be immediately provided to the City's Contract Manager.
- 4.17 Contractor shall initiate recommendations and innovative ideas for process improvements in the day-to-day operations of food-service concessions and/or to increase revenues.
- 4.18 Contractor shall be responsible for the payment of any and all long distance calls from the phone lines provided by the City. Payment will be in the form of reimbursement to the City on a monthly basis.
- 4.19 Contractor shall provide mobile beverage/snack cart service on the golf course in accordance with the City's Golf Division Operating policy no less than seven days per week, Holidays and all golf tournaments with fifty or more golfers. The Contractor shall be responsible for maintenance of its mobile beverage/snack cart, including the cost for all operations, maintenance, approvals, permitting, and licensing. The mobile beverage/snack cart shall be pre-approved for food and beverage service by the City.
- 4.20 Contractor shall have the ability to accept cash and credit transactions at the concession as well as at the mobile beverage/snack cart. The mobile beverage/snack cart shall handle wireless credit transactions. At a minimum, Contractor must accept MasterCard, Visa, and American Express from users in payment for food-services. Contractor is responsible for processing any associated credit card charges through its system and bank.
- 4.21 Contractor shall provide to the Golf Administrative Office a menu list and pricing for food and beverage items. The menu shall have healthy options and must include short order and/or ready-made items. Beverages must include beer and non-alcoholic beverages.

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PURCHASING OFFICE
REVISED SCOPE OF WORK**

**OPERATION OF FOOD-SERVICE CONCESSIONS
AT MORRIS WILLIAMS GOLF COURSE**

- 4.21.1 Food quality and prices must be at least consistent with the quality and price offered by Contractor's providing similar services within Texas.
- 4.21.2 Menu prices submitted with the RFP shall not be changed for a minimum of one-hundred eighty (180) days after award of contract.
- 4.21.3 After the one hundred eighty (180) days, the Contractor may make changes to the menu. The Contractor shall notify the City's Contract Manager of any proposed changes in prices or items sold. All changes in prices or items sold must have prior written approval from the City.
- 4.21.4 After the one hundred eighty (180) days, once every three (3) months, the Contractor shall review the menu to determine if less-popular items should be removed from the menu, adjust the price, or change the recipe/ingredients.
- 4.22 Contractor shall sell and serve alcoholic beverages under a license issued by the State of Texas and City of Austin in strict accordance with Texas state law and Article XXII of this Agreement. Contractor's privilege to provide alcoholic beverages shall be subject to the provisions of applicable Texas law and regulations of the Texas Alcoholic Beverage Commission (TABC), or its successor.
- 4.23 Contractor shall maintain, a valid State of Texas Liquor License of appropriate class for all alcoholic beverages. The Contractor shall be responsible for all fees associated with obtaining and maintaining such license. Contractor shall maintain and post in a visible area the liquor license and shall be responsible for ensuring license is kept current.
- 4.24 The City reserves the right to allow golfers, organizations, and tournament organizers to supply their own food/beverages at no charge. The rights of the City shall extend to allowing third parties to ask for, and be given, donations to pay for food/beverages. The exclusive right to sell food/beverages is granted to the Contractor. Third parties that provide food and beverages will not be allowed to use the kitchen or restaurant tables and chairs. These areas are strictly reserved for the Contractor.
- 4.25 If in the sole event the golf course is closed to the general public for a tournament and the tournament organizer supplies food and beverages, the City may elect to pay the Contractor a portion of, the majority of, or none of the Facility Use Fee paid by the tournament organizer.
- 4.26 Contractor shall provide complete janitorial services for concession designated area. The area within a radius of one hundred and fifty feet (150 ft.) of the concession area

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AT MORRIS WILLIAMS GOLF COURSE**

must be kept free and clear from rubbish, filth, and refuse. The Contractor shall maintain a file of Material Safety Data Sheets (MSDS) for all pertinent cleaning materials stored on premises. The City's preference is for the Contractor to use environmentally-friendly cleaning products.

- 4.27 Contractor shall provide and keep in full force and effect insurance as stated in section 0400 of the solicitation.
- 4.28 Contractor shall not make any structural alterations, repairs, or improvements of the premises, without prior written authorization from the Contract Manager. Alterations, repairs, or improvements done by the Contractor without prior written authorization from the Contract Manager shall be at the Contractor's expense and shall become property of the City. The City shall have the right to require the Contractor to restore the property to its original condition at the Contractor's expense.
- 4.29 The Contractor shall submit for prior written authorization by the City, capital improvement plans detailing any layout changes or remodeling to the service counter area, food preparation areas, or other areas used by the Contractor in the execution of this contract. The Contractor may submit requests for capital improvement changes or remodeling on an as-needed basis.
- 4.30 The Contractor shall make a written report to the City's Contract Manager of any needed repairs or suggested alteration or improvements. The report shall be on an as-needed basis.
- 4.31 Contractor shall allow no liens to be filed against City property.
- 4.32 Contractor shall establish and maintain during the term of this agreement separate records and accounts, including a bank accounts, relating to the operation of the concessions at the golf course. Records and accounts shall be subject to the examination and audit by the City at any time.
- 4.33 The Contractor shall pay to the City a guaranteed minimum of \$2,500 monthly fee to be paid by the 10th day of each month. In addition to the minimum payment, Contractor shall pay the City a percentage of the annual gross sales. Gross sales is defined as money generated by all of the Contractor's concession operations, before deductions of expenses.
- 4.34 Contractor shall conduct its business in a manner that is efficient and orderly and reflects credit upon both itself and the City. The Contractor shall perform as follows:

**CITY OF AUSTIN
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**OPERATION OF FOOD-SERVICE CONCESSIONS
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- 4.34.1 Contractor shall not permit any defacing of the building(s), whether on the exterior or interior, or other City property by its employees.
- 4.34.2 Permit no undue loitering by its employees.
- 4.34.3 Permit no objectionable language by its employees.
- 4.35 If Contractor or its staff observes patrons or guests of the golf course acting in an offensive manner, including but not limited to items listed in 4.31, Contractor or its staff shall notify the Site Manager immediately.
- 4.36 Custodial requirements of the Contractor for the food-service concessions shall be in keeping with all laws, regulations, and health codes and permits, and shall include, at a minimum, daily activities of:
 - 4.36.1 The entire food-service concession area shall be kept clean and neat.
 - 4.36.2 Clean all food-service concession counter-tops and tables
 - 4.36.3 Empty and clean all food-service concessions trash receptacles and install new liners. Trash containers shall be closed with securely fitting lids and trash removed when containers become full.
 - 4.36.4 Remove all waste from food-service concessions site and deposit in facility refuse container.
 - 4.36.5 Vacuum and/or sweep all floor designated for all food-service concession business. Keep floors clean and free from flies, roached and other insects.
 - 4.36.6 Clean food-service concessions storeroom(s) and keep neat at all times.
 - 4.36.7 All items shall be performed as scheduled and repeated at greater frequency should weather, use, and litter require increased repetition to keep a clean appearance.
- 4.37 Contractor shall obtain all permits and licenses necessary to operate, manage and maintain the proposed business, and if applicable, to sell on the Premises (1) food and beverages, (2) merchandise related to, or consistent with, the Business, (3) goods and services in furtherance of the Business, and (4) upon approval of the City, alcoholic beverages.
- 4.38 Contractor shall comply with all City, County, State and Federal regulations and laws pertaining to the operation of the concession and particularly sanitary and health regulations pertaining to the preparation and service of food.

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- 4.39 All health cards and permits shall be mounted in a conspicuous location.
- 4.40 Contractor is permitted and encouraged to engage in reasonable advertising, solicitation, and promotional activities to realize the full potential of the Concessions use. In the event this Contract terminates or expires, the Contractor is responsible for removal of business venture signage at its sole expense.
 - 4.40.1 Advertising and Marketing of the Concession Operation. Contractor shall promote operations through the use of:
 - 4.40.1.1 A coupon on the concession website, valid on slower days of the week.
 - 4.40.1.2 "Happy hour" specials on game days.
 - 4.40.1.3 Cross market with the golf course pro shop for twilight specials.
 - 4.40.1.4 Signage with the Player's logo on the building to generate additional customers.
 - 4.40.2 The website and Facebook page shall be online by opening day of the facility. The Contractor shall post the website and Facebook link on the menu, which will be placed on the counters.
- 4.41 Contractor shall place no sign or advertisement upon any property of the City without obtaining written consent from the Contract Manager; and the City shall have the right to remove at the cost and expense of the Contractor, any sign or signs that are erected without the prior written consent of the City.
- 4.42 City Requirements:
 - 4.42.1 The City shall provide outdoor space for beverage cart storage and 110 voltage outlet.
 - 4.42.2 The City will pay all utilities such as trash, air-conditioning, heating, water, recycling, site security, plumbing and electricity and pest management.
 - 4.42.3 The City will provide Contractor access to a city facility dumpster.
 - 4.42.4 The City will provide the kitchen space and 2 telephone lines.
 - 4.42.5 City shall approve proposed concession equipment and furniture.
 - 4.42.6 City will conduct site visits to monitor Contractor's performance in accordance with the contract.

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- 4.42.7 The City shall be responsible for keeping clean the bathrooms and locker rooms.
- 4.43 City shall not be responsible under any circumstances for loss or damage to Contractor's supplies, materials, or to any improvements made to Contractor's Designated Areas or any other areas where Contractor performs food-service concession, or to any personal belongings of Contractor or Contractor's Personnel except to the extent allowed by law.
- 4.44 Neither the City nor Contractor shall be liable or responsible for any failure to furnish any services including electricity, gas, water, or drainage service, which failure is caused or brought about in any manner by an event of Force Majeure, the breakdown or failure of apparatus, equipment, or machinery employed in its supply of said services, any temporary stoppage for the repair, improvement, or enlargement thereof, or any act or condition beyond its reasonable control. Further, neither the City nor Contractor shall be liable or responsible for any consequential, economic or property loss or damage caused or brought about by any such occurrence.

5.0 CONCESSION PREMISES.

Laws and Regulations. Contractor may not use any part of the Premises or any building situated on them for any use or purpose that violates any applicable law, regulation, or ordinance of the United States, the State of Texas, the County of Travis, or the City of Austin, or other lawful authority with jurisdiction over the Premises.

6.0 SAFETY AND SECURITY.

Operate concession in accordance with golf course safety and security requirements.

7.0 RECORDS AND REPORTS.

- 7.1 The Contractor shall submit to the City's Contract Manager, by the 10th of each month the monthly fee and monthly concession revenue report from the preceding month.
- 7.2 The Contractor shall provide to the Contract Manager a copy of Internal Revenue Service Form 1040, Schedule C (Statement of Operations) pertaining specifically to concession income. The form shall be submitted to Contract Manager annually within seven days of filing with the IRS.
- 7.3 The Contractor shall submit to Contract Manager a copy of their regularly filed sales tax report within fifteen calendar days of filing the report.

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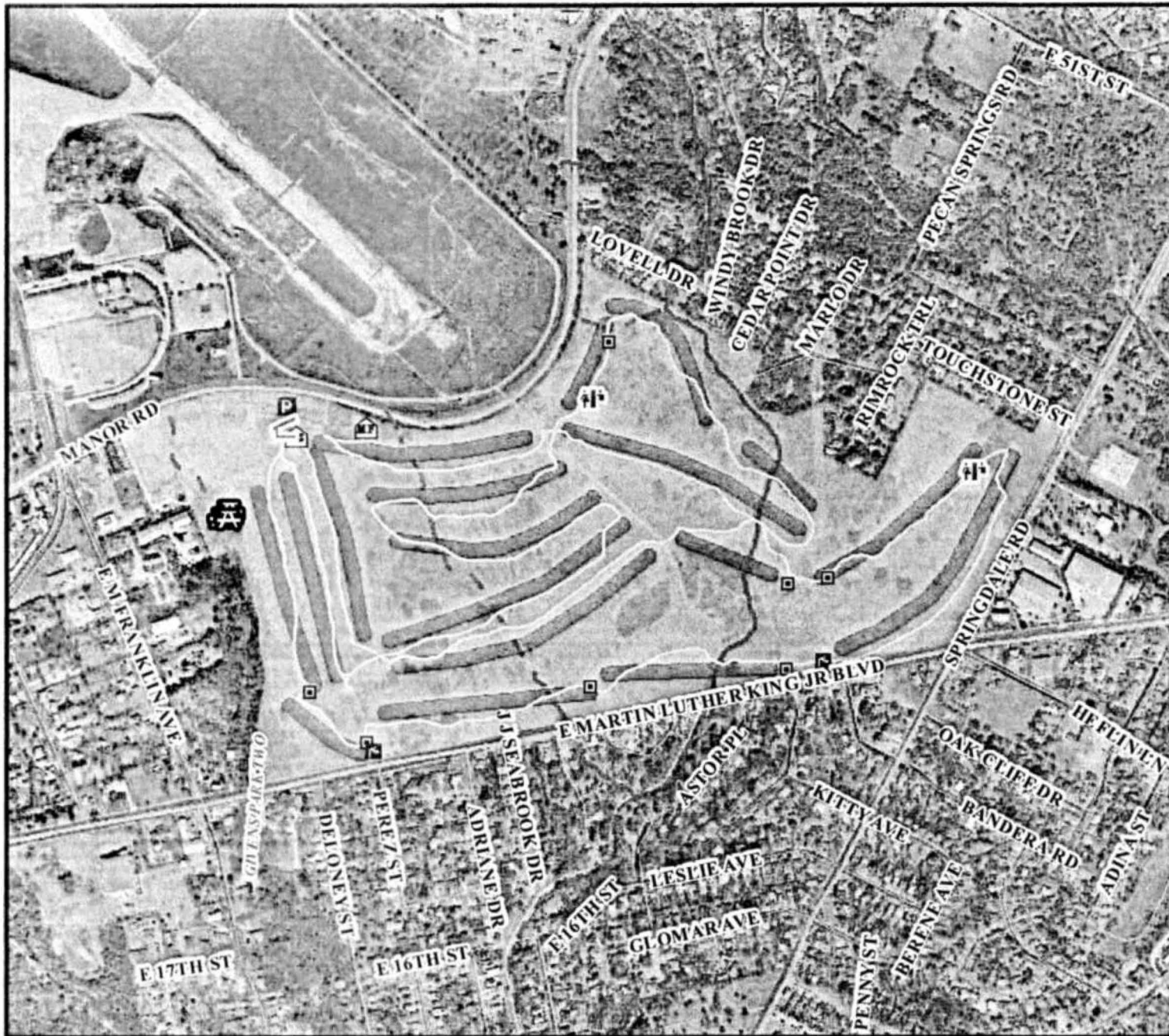
**OPERATION OF FOOD-SERVICE CONCESSIONS
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- 7.4 Contractor agrees that it will pay any and all lawful taxes upon personal property and all other lawful taxes, income, Contractor Equipment, or operations of Contractor. Delinquency in paying any such tax may be cause for termination of this Contract.
- 7.5 Contractor shall maintain a separate accounting and records for its operations, including alcohol operations, in accordance with Generally Accepted Accounting Principles (GAAP). Contractor shall pay all costs and expenses connected with its operations when due.
- 7.6 Contractor shall maintain itemized records of all costs incurred and paid, including original invoices. Contractor shall also maintain all personnel files, payroll summaries, copies of payroll tax returns, Account deposit receipts and bank statements.
- 7.7 Contractor shall maintain full and accurate records of all operations and receipts, which records shall be in accordance with GAAP. The City or its authorized agents shall have the right to inspect such books or original entries and other related books, records or receipts, wherever located, at such reasonable times and as often as may be requested during the term of this Contract and, following the term of this Contract, for a period of three (3) years, or such further time as necessary to complete an audit should an audit last beyond three (3) years after the termination of this Contract for any reason.
- 7.8 All records must be kept on City facilities or at some other location mutually agreeable to the parties.

ATTACHMENTS

Attachment A Morris Williams Site Layout

Attachment B Morris Williams Kitchen/Food-Concessions Floor Plan



Northeast District
3851 Manor Rd.

Legend

- Drinking Fountains
- Restrooms
- Picnic Tables
- Picnic Shelter
- Special Purpose Pavilion
- Benches
- Parking Lots
- Maintenance Facility
- Pro Shop
- Authorized Trails
- Unauthorized Trails
- Disc Golf Fairways
- Regular Golf Fairways
- Creeks and Drainage
- Other City of Austin Parks
- Morris Williams Golf Course

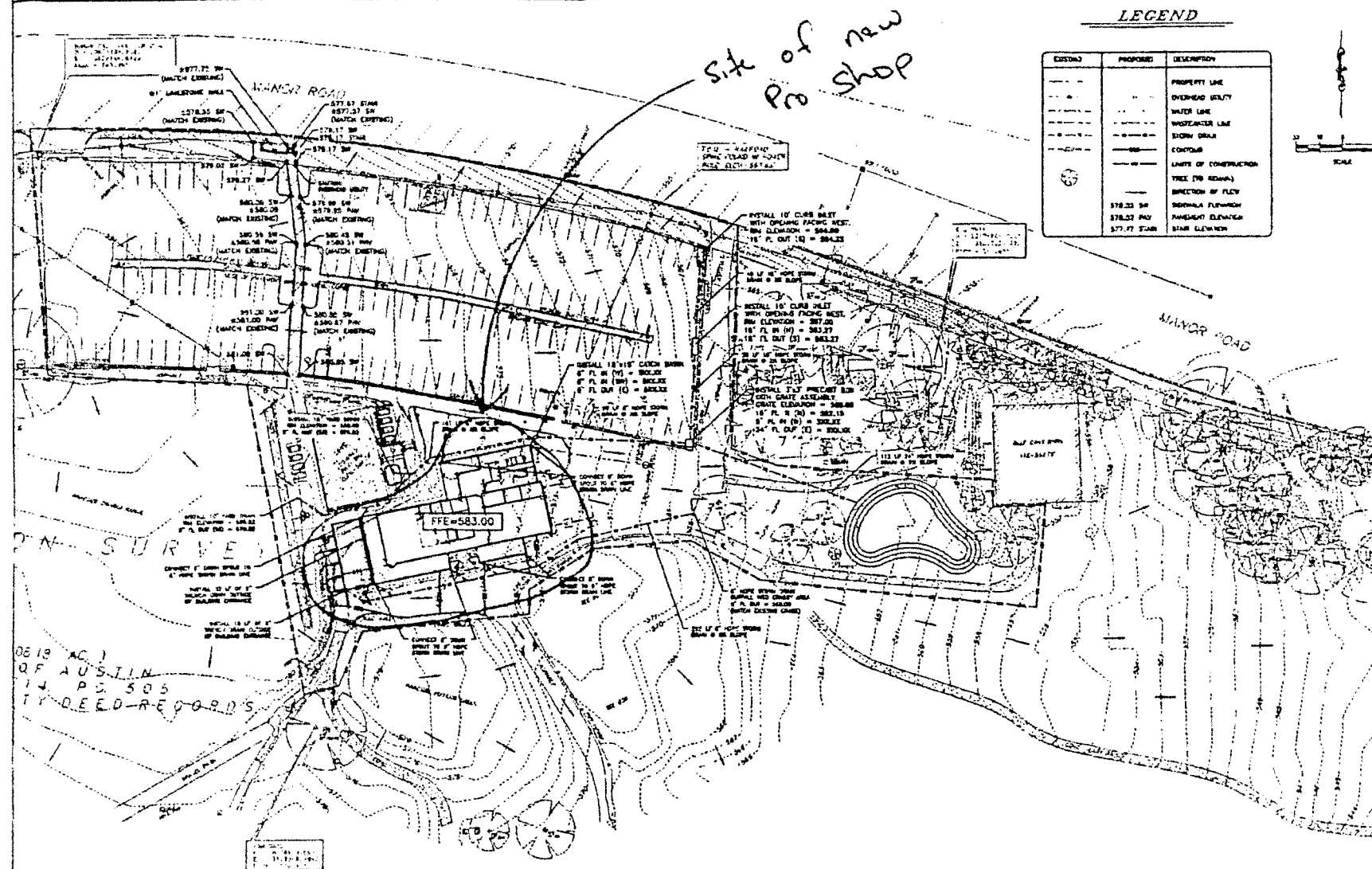
This map has been produced by the Parks and Recreation Department for the sole purpose of geographic reference. No warranty is made by the City of Austin regarding specific accuracy or completeness.

0 200 400
Feet



Morris Williams Golf Course

11 April 2011 AH

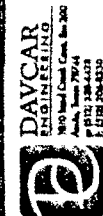


EXISTING	PROPOSED	DESCRIPTION
---	---	PROPERTY LINE
---	---	OVERHEAD UTILITY
---	---	WATER LINE
---	---	WASTEWATER LINE
---	---	STORM DRAIN
---	---	CONTOUR
---	---	LIMITS OF CONSTRUCTION
---	---	TREE (75' RADIUS)
---	---	DIRECTION OF FLOW
---	---	INDIVIDUAL FLOWLINE
---	---	PAVEMENT ELEVATION
---	---	STREET ELEVATION

30% REVIEW SUBMITTAL

MORRIS WILLIAMS PRO SHOP IMPROVEMENTS
4308 MANOR ROAD
AUSTIN, TEXAS 78723

GRADING AND DRAINAGE PLAN



ALL INFORMATION ON THIS DRAWING IS THE PROPERTY OF DAYCAR ENGINEERING, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF DAYCAR ENGINEERING, INC.

THESE PLANS ARE COMPLETE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND IN COMPLIANCE WITH THE CITY OF AUSTIN DEVELOPMENT CODE.

SITE PLAN RELEASE

DATE: 08/18/01
BY: [Signature]
FOR: [Signature]

INFORMATION SHOWN ON THESE DRAWINGS IS THE PROPERTY OF DAYCAR ENGINEERING, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF DAYCAR ENGINEERING, INC.

1. FINAL EXPOSED SURFACES SHALL BE PROPOSED TO BE A LEAST 20 YEARS, SUCH AS A CEMENTALUMINUM OR OTHER MATERIAL, OR OTHER DESTRUCTIVE MATERIAL, SHALL BE REMOVED AND REPAIRED WITHIN 180 DAYS OF THE DATE OF THE DRAWING.

2. ALL GRADING OUTSIDE OF PAVEMENT SHALL BE TO MEET OR EXCEED THE MINIMUM GRADING REQUIREMENTS OF THE CITY OF AUSTIN DEVELOPMENT CODE.

3. ACCESSIBLE ROUTES SHALL HAVE A CROSS-SLOPE OF 1:48.

4. CONTRACTOR SHALL USE CARE AND PREVENT DAMAGE TO EXISTING UTILITIES, ROADWAYS, FENCES, OR OTHER EXISTING STRUCTURES. ANY DAMAGE SHALL BE REPAIRED TO THE OWNER'S SATISFACTION AT THE CONTRACTOR'S EXPENSE.

100% DD'S

Morris Williams Golf Course



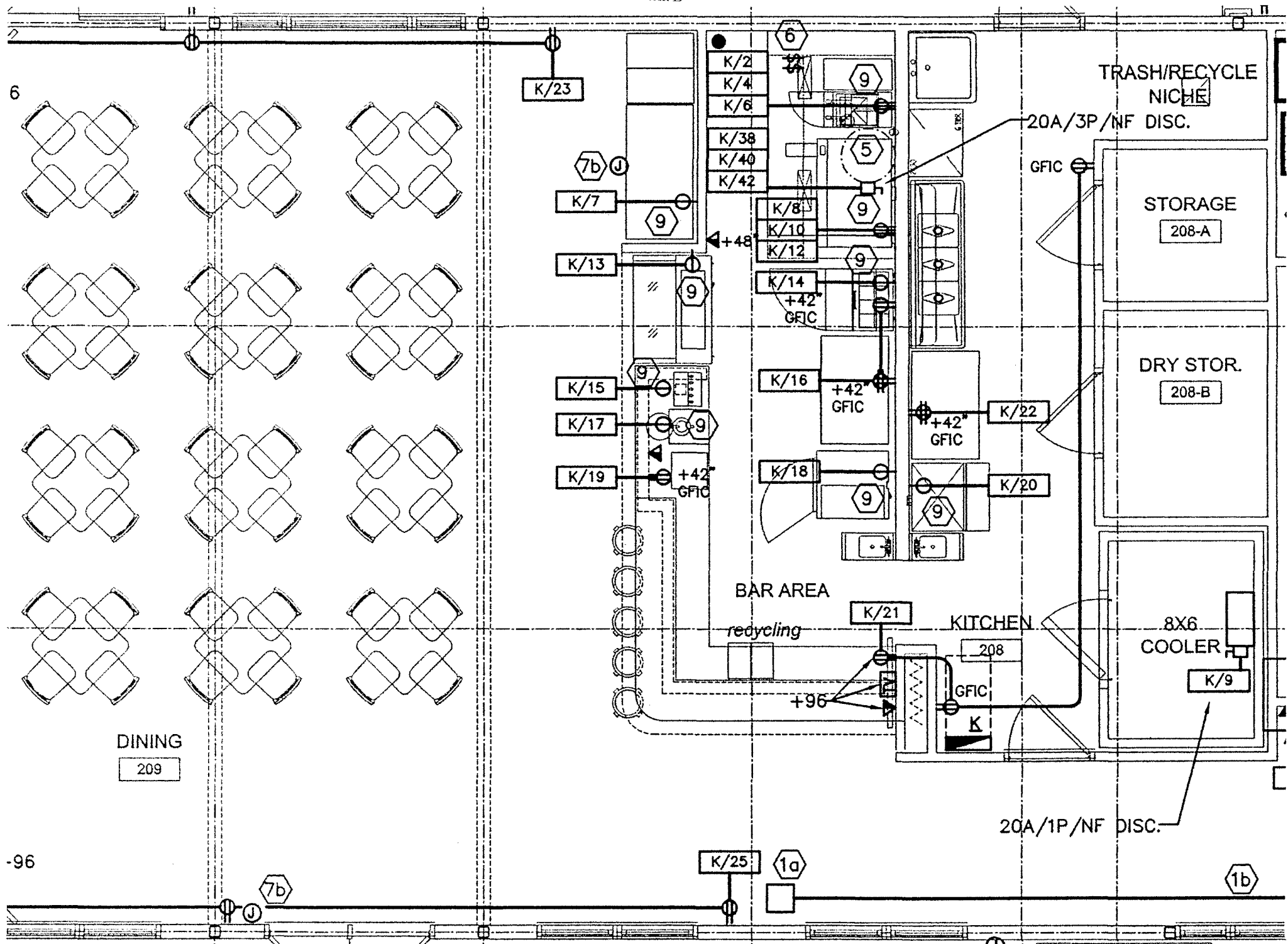


EXHIBIT B
City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION

SOLICITATION NO RFP 8600 SAP0001

City of Austin, Texas
Human Rights Commission

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

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

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

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

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

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

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

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

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

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

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

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

Sanctions:

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

Term:

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

Dated this 20 day of August, 2012.

CONTRACTOR

Players Concessions

Authorized Signature

Carlos Olmieri

Title

President

EXHIBIT C

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

SOLICITATION NO. RFP 8600 SAP0001

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

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

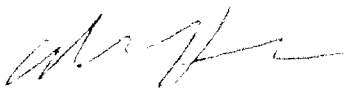
- (1) are compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) are offered a health care plan with optional family coverage.

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

	Employee Name	Employee Job Title
Add	EDDIE HEMPE	OWNER / OPERATOR
Delete		

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

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

Contractor's Name:	PLAYERS CONCEPTS		
Signature of Officer or Authorized Representative:		Date:	8/27/12
Printed Name:	EDDIE HEMPE		
Title:	OWNER / OPERATOR		

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

SOLICITATION NO. RFP 8600 SAP0001

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

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


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

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

	Employee Name	Employee Job Title
Add	CARLOS OLIVEIRA	OPERATOR/OWNER
Delete		

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

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

Contractor's Name:	PLAYAS CONSTRUCTION		
Signature of Officer or Authorized Representative:		8/22/14 Date:	
Printed Name:	EDDIE HENRIQUE		
Title:	OWNER/MGR		

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

SOLICITATION NO. RFP 8600 SAP0001

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

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

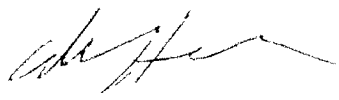
- (1) are compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) are offered a health care plan with optional family coverage.

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

	Employee Name	Employee Job Title
Add	BRANDON HARRIS	MANAGER / COURT REPORTER
Delete		

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

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

Contractor's Name:	PLAYER'S CONFESSOR		
Signature of Officer or Authorized Representative:		Date: 8/22/12	
Printed Name:	LUDIE HEMDE		
Title:	OWNER / MGR		

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

SOLICITATION NO. RFP 8600 SAP0001

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

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


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

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

	Employee Name	Employee Job Title
Add	GEORGE HEMPLE	ASST. MGR / COUNTER HELP
Delete		

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

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

Contractor's Name:	PLAYERS CONCESSION		
Signature of Officer or Authorized Representative:		Date:	5/22/12
Printed Name:	GEORGE HEMPLE		
Title:	MGR / MGR		

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

Contract Number: Insert Number	Description of Services: Insert Description
Contractor Name: Insert Contractor's Name	

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

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

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

Employee's Title: Insert Employee's Title	
Signature of Employee	Date
Type or Print Name Insert Employee's Name	

(Witness Signature)

(Printed Name)

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. WORKFORCE

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
 - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
 - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

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

12. INVOICES:

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

13. PAYMENT:

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. delivery of defective or non-conforming Deliverables by the Contractor;
 - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

- 14. TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. FINAL PAYMENT AND CLOSE-OUT:

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
 - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
 - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. RIGHT TO AUDIT:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. The Contractor shall include section a. above in all subcontractor agreements entered into in connection with this Contract.

18. SUBCONTRACTORS:

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

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- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
- i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. **WARRANTY-PRICE:**

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

20. **WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.

21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.

- A. Recycled Deliverables shall be clearly identified as such.

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- B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
 - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
 - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
 - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.
23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event

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that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.
30. **DELAYS:**
- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 49. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In

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the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. INDEMNITY:

A. Definitions:

- i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
 - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
 - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
- ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

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

32. INSURANCE: (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised 6/01/98).

A. General Requirements.

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (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. 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 hold over period is exercised, as verification of continuing coverage.
- iii. 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.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

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- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall endeavor to provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.
34. **NOTICES:** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the

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City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.

35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL:** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS:** The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY:** In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **OWNERSHIP AND USE OF DELIVERABLES:** The City shall own all rights, titles, and interests throughout the world in and to the Deliverables.
- A. **Patents.** As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.
- B. **Copyrights.** As to any Deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such Deliverables, provided however, that nothing in this Paragraph 38 shall negate the City's sole or joint ownership of any such Deliverables arising by virtue of the City's sole or

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joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.

- C. **Additional Assignments.** The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the Deliverables. The Contractor's obligation to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 38 a., b., and c. shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph 37 above.
39. **PUBLICATIONS:** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.
40. **ADVERTISING:** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
41. **NO CONTINGENT FEES:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
42. **GRATUITIES:** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
43. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
44. **INDEPENDENT CONTRACTOR:** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

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45. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
46. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
47. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
48. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.
49. **DISPUTE RESOLUTION**:
- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
 - B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.
50. **JURISDICTION AND VENUE**: The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

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

52. **HOLIDAYS:** The following holidays are observed by the City:

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

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

53. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

54. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

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

55. **EQUAL OPPORTUNITY**

- A. **Equal Employment Opportunity:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

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

56. BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)

- A. Definitions. As used in this paragraph –

- i. "Component" means an article, material, or supply incorporated directly into an end product.
- ii. "Cost of components" means -
 - (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
 - (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
- iii. "Domestic end product" means-
 - (1) An unmanufactured end product mined or produced in the United States; or
 - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
- iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
- v. "Foreign end product" means an end product other than a domestic end product.
- vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

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

SOLICITATION NO: RFP 8600 SAP0001

COMMODITY/SERVICE DESCRIPTION: OPERATION OF FOOD-SERVICE CONCESSIONS AT MORRIS WILLIAMS GOLF COURSE

DATE ISSUED: July 30, 2012

REQUISITION NO.: 12070200445

PRE-PROPOSAL CONFERENCE TIME AND DATE: Friday, August 3, 2012, 9:00 AM (CST)

COMMODITY CODE: 96115, 96146, 95844

LOCATION: City of Austin, Purchasing Office
Municipal Building
124 W 8th Street, 3rd Floor; Room 335.10
Austin, Texas 78701

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT:

PROPOSAL DUE PRIOR TO: Tuesday, August 21, 2012 12:30 PM (CST)

Sharon Patterson

Senior Buyer

Phone: (512) 974-2995

Email: Sharon.Patterson@austintexas.gov

PROPOSAL CLOSING TIME AND DATE: Tuesday, August 21, 2012 12:30 PM (CST)

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 310, 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.

P.O. Address for US Mail	Street Address for Hand Delivery or Courier Service
City of Austin	City of Austin, Purchasing Office
Purchasing Office	Municipal Building
P.O. Box 1088	124 W 8 th Street, Rm 310
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500


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

SUBMIT 1 ORIGINAL AND 4 SIGNED COPIES AND 1 ELECTRONIC COPY OF OFFER

OFFER SUBMITTED BY:

By the signature below, I certify that I have submitted a binding offer.


Signature of Person Authorized to Sign Offer

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

FEDERAL TAX ID NO. 

Date: 8-20-12

Company Name: Players Concessions Inc

Address: 300 West Martin Luther King

City, State, Zip Code Austin, TX 78701

Phone No. (512) 478-9299

Fax No. ()

Email Address:  ehemp@alumni.utexas.net



**ADDENDUM
REQUEST FOR PROPOSAL (RFP)
OPERATION OF FOOD-CONCESSIONS AT MORRIS WILLIAMS GOLF COURSE
CITY OF AUSTIN, TEXAS**

RFP: SAP0001

Addendum No: 1

Date of Addendum: August 8, 2012

This addendum is to incorporate the following questions and answers to the above-referenced Request for Proposal. The following questions were posed by one or more Vendors in writing or at the pre-bid meeting held on August 3, 2012. Each question (Q) is followed by its answer (A).

Questions and Answers:

1.0 (Q) What is the target date for the contract to begin?

(A) The Department anticipates requesting Council's authorization in October with a target contract start date of November 1, 2012.

2.0 (Q) What is the date for the golf course to re-open?

(A) Currently, the City is planning to re-open the golf course on December 15, 2012. However, that may be pushed out or pulled in – depending largely on the remaining construction of buildings to be completed. There is a possibility that the City will sponsor a “soft” opening of the golf course to take place around November 15, 2012.

3.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Request for Proposal.

APPROVED BY:

08/08/12

Sharon Patterson, Senior Buyer
Purchasing Office

Date

ACKNOWLEDGED BY:

Players Concessions Carlo Olmieri 8-20-12
Vendor Name Authorized Signature Date

**RETURN A COPY OF THIS ADDENDUM to the City of Austin Purchasing Office with your bid.
Failure to do so may constitute grounds for rejection of your offer.**

City of Austin
Purchasing Office
Local Business Presence Identification Form
RFP 8600 SAP0001

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.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE). PO BOX NUMBERS WILL NOT BE ACCEPTED.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	Players Concessions Inc					
Physical Address	300 W. M. L. K Austin, TX 78701					
Is Firm located in the Corporate City Limits? (circle one)	Yes		No			
In business at this location for past 5 yrs?	Yes		No			
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm	No subs will be used					
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes		No			
In business at this location for past 5 yrs?	Yes		No			
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes		No			
In business at this location for past 5 yrs?	Yes		No			
Location Type:	Headquarters	Yes	No	Branch	Yes	No

City of Austin
Purchasing Office
Local Business Presence Identification Form
RFP 8600 SAP0001

ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF TRAVIS

I certify that my responses and the information provided on **Form 0605** are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations in this Section, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me in this Section may be investigated and I hereby give my full permission for any such investigation and I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected.

OFFEROR'S FULL NAME AND ENTITY STATUS:

Players Concessions Inc

Carlton Oliver

Signature, Authorized Representative of Offeror

President

Title

8-20-12

Date

END

City of Austin, Texas
NON-SUSPENSION OR DEBARMENT CERTIFICATION

SOLICITATION NO. RFP 8600 SAP0001

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

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

Contractor's Name:	<i>Players Concessions Inc</i>		
Signature of Officer or Authorized Representative:	<i>Carlos Oliveira</i>	Date:	<i>8-20-12</i>
Printed Name:	<i>Carlos Oliveira</i>		
Title:	<i>President</i>		

**CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT
SOLICITATION NO. RFP 8600 SAP0001
FOR**

Operation of Food-Service Concessions at Morris Williams Golf Course

State of Texas

County of Travis

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

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

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

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

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

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

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

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

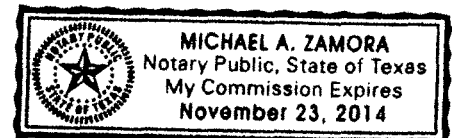
Offeror's
Explanation:

--

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

Contractor's Name:	<u>Players Concessions</u>
Printed Name:	<u>Carlos Oliveira</u>
Title:	<u>President</u>

Carlos Oliveira
Signature of Officer or Authorized Representative:



Subscribed and sworn to before me this 16th day of August, 2012.

Michael A. Zamora
Notary Public

My Commission Expires 11/23/2014

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

SOLICITATION NUMBER: RFP 8600 SAP0001

PROJECT NAME: Operation of Food-Services Concessions at Morris Williams Golf Course

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

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

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

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

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

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

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

Players Concessions Inc
Company Name

Carlos Oliveira President
Name and Title of Authorized Representative (Print or Type)

Ca Oliveira
Signature

8-20-12
Date

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

SOLICITATION NUMBER: RFP 8600 SAP0001

PROJECT NAME: Operation of Food-Service Concessions at Morris Williams Golf Course

PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant	Players Concessions Inc.		
Address	300 W. 14th		
City, State Zip	Austin, TX 78701		
Phone	512 478-8299	Fax Number	
Name of Contact Person	Carlos Oliveira		
Is company City certified?	Yes <input type="checkbox"/> No <input checked="" 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.

Carlos Oliveira President

Name and Title of Authorized Representative (Print or Type)

Carlos Oliveira

Signature

8-20-12

Date

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

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

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

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

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

Reviewing Counselor _____ Date _____ Director/Deputy Director _____ Date _____

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

SOLICITATION NO. RFP 8600 SAP0001

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

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

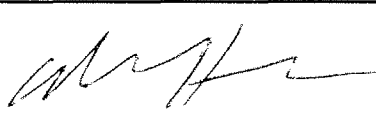
- (1) are compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) are offered a health care plan with optional family coverage.

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

	Employee Name	Employee Job Title
Add	EDDIE HEMPE	OWNER / OPERATOR
Delete		

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

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

Contractor's Name:	PLAYERS CONCESSIONS		
Signature of Officer or Authorized Representative:		Date:	8/24/12
Printed Name:	EDDIE HEMPE		
Title:	OWNER / MAN		

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

SOLICITATION NO. RFP 8600 SAP0001

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

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


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

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

	Employee Name	Employee Job Title
Add	CARLOS OLIVEIRA	OPERATOR/OWNER
Delete		

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

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

Contractor's Name:	PLAYERS CONSTRUCTION		
Signature of Officer or Authorized Representative:		Date: 8/22/14	
Printed Name:	EDDIE HEMPE		
Title:	OWNER/MAN		

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

SOLICITATION NO. RFP 8600 SAP0001

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

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

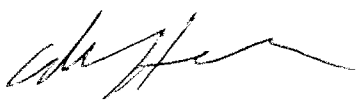
- (1) are compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) are offered a health care plan with optional family coverage.

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

	Employee Name	Employee Job Title
Add	BRANDON HARRIS	MANAGER / COURTEN HELP
Delete		

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

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

Contractor's Name:	PLAYER'S CONCESSION		
Signature of Officer or Authorized Representative:		8/22/12 Date:	
Printed Name:	EDDIE HEMPE		
Title:	OWNER/MGR		

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

SOLICITATION NO. RFP 8600 SAP0001

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

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


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

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

	Employee Name	Employee Job Title
Add	GEORGE HEMPE	ASST. MGR / COUNTER HELP
Delete		

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

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

Contractor's Name:	PLAYERS CONCESSION		
Signature of Officer or Authorized Representative:		Date:	8/22/12
Printed Name:	EDDIE HEMPE		
Title:	OWNER / MGR		


City of Austin, Texas
NONRESIDENT BIDDER PROVISIONS
SOLICITATION NO. RFP 8600 SAP0001

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

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

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

☐ Non-resident Bidder

Bidder's Name:	PLAYERS CONFESSIONS		
Signature of Officer or Authorized Representative:		Date:	8/22/12
Printed Name:	EDDIE HEMPLE		
Title:	OWNER/MAN		

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

SOLICITATION NO **RFP 8600 SAP0001**

**City of Austin, Texas
Human Rights Commission**

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

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

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

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

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

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

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

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

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

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

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

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

Sanctions:

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

Term:

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

Dated this 20 day of August, 2012.

CONTRACTOR	<u>Players Concessions</u>
Authorized Signature	<u>Carber O. Quinn</u>
Title	<u>President</u>

RFP for Operation of
Food-Service Concessions at
Morris Williams Golf Course
8600 SAP0001

ORIGINAL

The City of Austin
Purchasing Office
124 W. 8th Street
Room 310
Austin, TX 78701

Sharon Patterson
Senior Buyer, Purchasing Office

Proposal Submitted by:

Player's Concessions
5400 Jimmy Clay Dr.
Austin, Texas 78744

Proposer's Signature:


Carlos Oliveira

August 20, 2012

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**City of Austin – Purchasing Office
RFP 8600 – SAP0001**

A. Part I – Business Organization

Player's Concession, Inc.

5400 Jimmy Clay Dr.
Austin, Texas 78744
(512) 444-9339

Parent Company

Austin Player's, Inc.
300 West M.L.K. Blvd.
Austin, Texas 78701
(512) 478-9299

Player's Concession, Inc. will perform work herein with assistance from Austin Player's, Inc.

We are a corporation operating in the State of Texas.

- i. Player's concession is not currently for sale or involved in any transaction to expand or acquire another business entity.
- ii. Player's Concessions has no past or pending litigation or claims against Proposer that would affect proposer's performance of managing, maintaining, and operating the Concession.
- iii. There is no existing relationship between Player's Concessions and any employee or officer of the City of Austin and Austin Parks and Recreation Department.
- iv. Player's Concessions has the capacity and financial resources to provide the services described in this RFP. See exhibit A for financial statements.

B. Part II – Project Concept and Solution

i. Turn Key Operation

Introduction - Player's Concession is owned and operated by Carlos Oliveira and Eddie Hempe; is a minority owned company which has been doing business with the

City of Austin operating The Cedars Golf Course concessions until 2001, the Clay-Kizer & Morris Williams Golf Course concessions for the last ten years, and the Lions Golf Course for the last seven years. In addition we have been operating Austin Players restaurant in the Heart of Austin, next to the University of Texas since 1981. We are responding to The City of Austin's RFP because we would like to continue operating the concessions at Morris Williams Golf Course. We bring 48 years of combined food service experience and a real understanding of both the landlord and customer needs. We pledge quality, value, and good service to the customer of Morris Williams Golf Course. In addition we offer an expanded menu and catering services. The catering services we provide for the City Golf Courses have been a wonderful success. With a large number of schools and organizations using the golf course, we feel this service has been utilized to increase sales. The addition of healthy choices on the menu, like Garden *Burgers*, salads, and fresh fruit will also tap into an Austin market that is health conscious. The solutions for the scope of work in the RFP can best be defined as functions of management, which include accounting, personnel, maintenance, and implementation.

Management - Mr. Oliveira and Mr. Hempe are the operation managers and will be responsible for strategic decisions and interfacing with City personnel. Mr. Hempe has 35 years background in restaurant management. He was general manager of Pelican's Wharf Seafood House from 1978-1987. Since then he has been co-owner and manager of Player's Concessions (The Cedars Golf Course at Bergstrom AFB, Clay-Kizer and Morris Williams) and Player's I and Player's II (campus fast food restaurants). He has a BBA, majoring in Management, from the University of Texas. He certified as a Food Service Manager and TABC certified. Mr. Oliveira has 30 years restaurant experience. He developed the Player's restaurant concept 30 years ago, which has become a University tradition. He has a college education from the University of Texas, majoring in Radio/Television/Film.

Accounting - Player's Concessions will maintain separate books and records in accordance with GAAP. Player's will maintain separate bank accounts for the concession. They will install a new register with zero balances, end of month, and line item capabilities. Player's will make payment to The City of Austin, on a timely manner, by the 10th of the following month. The sales tax report will be delivered by the 15th calendar day following the end of the month. The IRS Form 1040 Schedule C will be submitted to the contracted manager annually, within 7 days of filing. The books and register will be open for audit at anytime, as will the concession and inventory. Concessionaire shall also maintain all personnel files, payroll summaries, copies of payroll tax returns, account deposit receipts and bank statements..

Personnel - Player's Concessions will commit to the establishment of a "living wage" and affordable health care protection. They will provide uniforms, job description, job duties, employee conduct codes and hygiene codes. We will conduct customer service and sensitivity training for staff. We will certify employees for CPR, First Aid and they will be certified with the TABC.

Maintenance - Player's will maintain cleaning schedules. The dining area will be kept clean, floors vacuumed, tables wiped, windows washed, and trash emptied. The kitchen area will be organized and kept clean. Daily, weekly, and monthly cleaning duties will be posted and followed. All necessary health regulations will be abided by. Monthly pest control treatments will be performed. Hood and filters will be steam cleaned quarterly. The grease trap will be pumped and cleaned quarterly. Trash will be disposed of properly and the area around the concession will be kept clean.

Implementation - Player's Concession's will get all necessary licenses and permits, install all necessary equipment and furnishings, hire and train all necessary personnel to carry out all the functions of the concession. The Player's Logo will be displayed on the concessions' counter.

Conclusion - Player's Concession would like very much to continue operations of the concession for The City of Austin. We provide all required tasks , duties and specific items in the RFP and we have added a good variety of menu items including many healthy choices which will continue to go over well with the Austin health conscious consumer. We have brought an abundance of restaurant experience to the operation. We provide better service and also prepare those items in a more timely manner than our competition. We also believe we have improved the service at Morris Williams Golf Course by providing catering services with a variety of choices for our customers such as golf tournaments, school functions, family gatherings, company events. We have established a good work relationship with The City of Austin and would like to continue it.

- (a) We provide quality food by starting with quality products and brand names. We prep small batches daily to ensure freshness.
- (b) We enhance and increase sales by providing a large selection of product choices. We set up the concession lay-out for quick service and convenience. We small batch ready made products to guarantee freshness. We place a phone-in menu at the 8th hole for quicker service. We provide catering services for golf tournaments, school functions, family gatherings, and company events. We have a big screen TV for watching sporting events and keep customers longer.
- (c) Our customer philosophy is to treat the customer nice, quickly, with competitive prices, and quality products. We are aware the customer can always choose to bring ther own food and beverage or choose to go somewhere else.
- (d) Our marketing will include the developing a website and facebook page.
- (e) Customer comments can be submitted through our comment boxes or on our upcoming webpage. We will monitor and respond to concerns.

- (f) Transition plans for this new building, once complete with occupancy certificate, will take two weeks to complete. We need to install and test all equipment and furnishings. Inventory will need to be delivered and staff will need to be trained. All licenses and permits will have to be obtained.
- (g) Player's Concessions will comply with all applicable rules and regulations of Federal, State, & Local governing entities.
- (h) Player's Concessions understands and agrees to the requirement of this RFP as set forth in of Section 0500, Scope of Work.
- (i) This proposal in itself demonstrates the ability of Player's Concessions to perform all items detailed in Section 0500, Scope of Work.

C. Part III – Menu and Pricing

i. We will be serving typical menu for a golf course which includes a large variety of drinks, quick service items, snacks, and fruits. Golfers only have a few minutes at the turn, so items have to be quick and convenient. Beer is a very popular item on golf courses so a large selection is required, from the budget minded to the premium beers. A beverage cart is also run for customer service and convenience while customers are on the course. City courses allow for food and beverage to be brought on premises, so competitive prices and good service must be maintained. No menu prices will be changed during the first 180 days. Following, price changes will be approved by the contract manager. We accept credit cards.

ii. Menu Prices

- (a) See Exhibit B (Player's Menu)
- (b) See Exhibit B (Player's Menu)
- (c) See Exhibit C (Beverage Cart Menu)
- (d) See Exhibit D (Catering Menu)
- (e) Illustrated in the Exhibits B, C, & D

iii. Relevant certificates and licenses include: Sales tax permit, Federal tax ID,

Food Manager Certification, Food Establishment permit, TABC beer & wine license.

iv. Health choice menu items include a salads, garden burger, turkey burger, turkey, chicken salad, and tuna salad sandwiches, fresh fruit, and yogurt. When possible, we will purchase produce from local farmer markets. We separate cardboard from the trash and will have a recycling station for aluminum cans. Extra equipment will be turned off during slow times to conserve energy. Napkins and paper towels will be from recycled paper. Used cooking oil is recycled into biodiesel.

v. This proposal demonstrates the ability of Player's Concessions to operate the food and beverage concessions for the Morris Williams golf course.

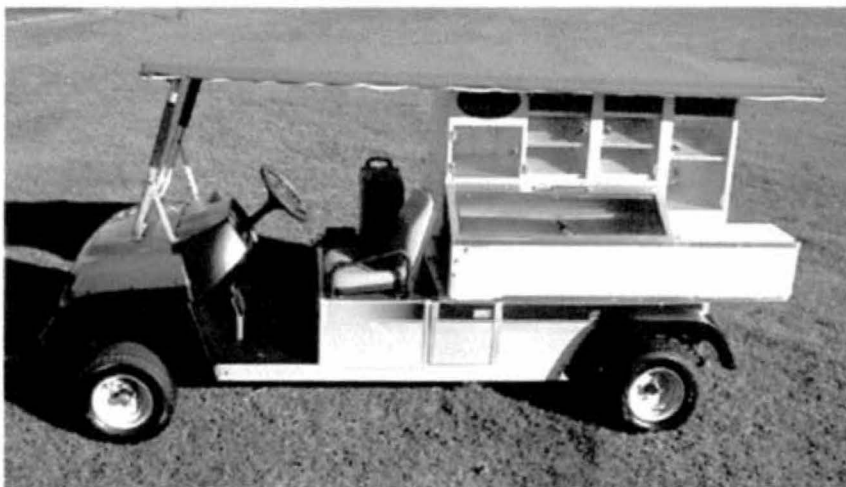
D. Part IV – Equipment and Furniture

i. Furniture and Equipment list - See Exhibit E

ii. Maintenance Schedule – See Exhibit F

iii. In the event of breakdown of equipment, we can usually use other equipment to compensate and we have repair personnel on call to get equipment repaired quickly. In case of power outage, we can stage a kitchen in the outdoor pavilion, using our BBQ pit and icing refreshments down using out catering equipment.

v. Beverage Cart – See Exhibit G



Maintaining of beverage cart: Monday and Friday it is washed, gassed, tires checked,

oil checked, air filter checked, fuel filter checked. Every other month the beverage cart gets a complete tune-up. The beverage cart is run daily. It is also used for any tournaments or special gatherings on request.

v. Floor Plan and lay-out of equipment – See Exhibit H

E. Part V – Personal Qualifications, training, licenses, certifications

i. Resumes for Key Personnel – See Exhibits I, J, and K

- (a) List of staff - Carlos Oliveira, Eddie Hempe, Brandon Harris, and George Hempe
- (b) Staff Qualifications – Food Manager Certification, Food Handlers Certification, TABC Certification
- (c) One staff member will open, an additional staff member will work during the lunch period, one staff member will close. One beverage attendant on Friday, Saturday, Sunday, and special events.
- (d) During lunch peak hours – 2 staff
Special events – as many as necessary
- (e) Polo shirts and khaki pants

ii. Qualifications of Personnel

Carlos Oliveira Operations Manager

Owner/Operator of Players I and Players II (fast food, campus locations) for the past 30 years. Owner/Manager of Player's Concessions (The Cedars Golf Course) for the 12 years. Owner/Manager of Clay-Kizer & Morris Williams Golf Courses for ten years and the Lions Golf Course for seven years. College graduate from The University of Texas.

Mr. Oliveira, operation manager, will be at the location during 20% of operating hours.

Eddie Hempe Operations Manager

Owner/Operator of Player I and Players II (fast food, campus locations) for the past 26 years. Owner/Manager of Player's Concessions (The Cedars Golf Course) for 12

years. Owner/Manager of Clay-Kizer & Morris Williams Golf Courses for ten years and the Lions Golf Course for seven years. General Manager of Pelican's Wharf, a full service steak and seafood restaurant (1978-1985). College graduate from The University of Texas, with a BBA, Management major. Certified by the City as a Food Service Manager, and Certified by the TABC.

Mr. Hempe, operation manager, will be at the location during 20% of the operating hours.

**Brandon Harris
Manager**

Manager of The Clay Kizer Golf Course concessions for the past 5 years. Duties include, scheduling, placing orders, receiving deliveries, supervising, inventory control, and hands on supervision of counter service.

Mr. Harris will be at the location during 50% of the operating hours.

iii. This proposal demonstrates the ability of Player's Concessions to operate the food and beverage concessions for the Morris Williams golf course.

F. Part VI – Premises

- i. Floor Plan and lay-out of equipment – See Exhibit H

G. Part VII – Management Structure

i. Player's Concessions

- **Operations Managers**
Eddie Hempe &/or Carlos Oliveira
- **Store Manager**
Brandon Harris
- **Counter Help**

Operations Managers - Mr. Hempe and Mr. Oliveira will be responsible for direct negotiations with the City of Austin Additional responsibilities will include strategic decisions concerning menu development and pricing. Mr. Hempe or Mr. Oliveira will originate

all policies and procedures concerning concessions. They will also be responsible for overall operation supervision to ensure customer service, food quality, and restaurant cleanliness.

Store Manager – Mr. Harris will be directly responsible for staffing, scheduling, inventories, and hands on counter service with customers. In addition, she will supervise counter help. Mr. Harris will also resolve problems that arise between the golf course staff and management having to do with concession operations.

H. Part VIII – Prior Experience

- i. Years in business - See below
- ii. Relevant past or ongoing projects - See below
- iii. Past experience in management - See below

Mr. Oliveira and Mr. Hempe own and operate Player's Concessions at The Cedars Golf Course at Bergstrom AFB, Clay-Kizer, & Morris Williams Golf Courses. They also own and operated Player's I and Player's II (fast food restaurants near the University of Texas). Mr. Oliveira originated the Player's concept 30 years ago, giving customers a fresh quality product, served in short order fashion, in a friendly and personal manner. Mr. Hempe joined Mr. Oliveira 26 years ago and helped with the technical aspects of managing, planning, controlling, organizing, and maintenance. Mr. Hempe provides the "back of the house" skills of the operations, while Mr. Oliveira provides the "front of the house skills, customer relations. Mr. Hempe and Mr. Oliveira started Player's II thirteen years ago, as a walk up location near the University of Texas. They designed, planned, and implemented the necessary resources to establish Player's II. This location posed some different kinds challenges to meet the customer needs, some of the solutions were, low-fat menu, Gardenburgers, breakfast tacos, and a value combo menu. Player's Concession was started 20 years ago at the request of Campo-Verde Management group, who had won a contract to operate The Cedars Golf Course at Bergstrom AFB. Campo-Verde chose Player's because of it's known reputation for quality food, specializing in hamburgers, good service, and

management skills. Player's Concessions provides quality food, service, and catering in a comfortable dining area with a big screen TV for sporting events. In addition, Players Concession has been operating Clay-Kizer and Morris Williams Golf Courses for the last ten years and Lions Golf Course for the last seven years. Mr. Hempe is a college graduate from the University of Texas at Austin, with a Bachelor of Business Administration, majoring in Management. He has extensive course work in management, accounting, and finance. He is a certified Food Service Manager through the City of Austin. He is TABC certified. Mr. Oliveira has a college degree from the University of Texas, with a degree in Radio/Television/Film.

- iv. References - See City of Austin Purchasing Office Reference Sheet

I. Part IX - Local Business Presence

Player's Concessions founded in 1994 and is headquartered in Austin, Texas. All existing locations operate in Austin, Texas. All locations are owner operated, no sub-contractors are used.

J. Part X - Non-Collusion, Non-Conflict of Interest, & Anti-Lobbying

- i. Ordinance No. 20071206-045- See below
- ii. No-Contact Period - See below
- iii. Signed Affidavit - Attached

Player's Concessions, officers Eddie Hempe and Carlos Oliveira have read J. Part X of the RFP and with their proposal signed an affidavit of Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying located therein.

K. Part XI - Proposal Acceptance Period

Players Concessions proposal is valid for 180 days subsequent to the RFP closing date.

L. Part XII - Proprietary Information

All material submitted to The City of Austin, by Players Concessions may become public property and be subject to the Texas Open Records Act.

M. Part XIII - Authorized Negotiator

Carlos Oliveira

1315 B Justin Lane
Austin, Texas 78757
Hm. (512) 451-9572
Wk. (512) 478-9299

Eddie Hempe

3514 Cavu Road
Georgetown, TX 78628
Hm. (512) 930-1821
Wk. (512) 478-9299
Cell (512) 786-3536
ehempe@alumni.utexas.net

N. Part XIV - Revenue Proposal

The proposed revenue is submitted on Attachment A.

ATTACHMENT A: REVENUE PROPOSAL
RFP8600 SAP0001
OPERATION OF FOOD-SERVICE CONCESSIONS AT MORRIS WILLIAMS GOLF COURSE

Instructions to Proposer:

- The guaranteed minimum annual payment is a static(fixed) amount and may not be adjusted.
- Fill in the proposed percentage of gross sales Proposer will pay in addition to the guaranteed minimum annual payment. Evaluation of the percentage of gross sales shall be based on the average over the initial five (5) year contract term.

SECTION 1 – GUARANTEED MINIMUM ANNUAL PAYMENT

DESCRIPTION	CONTRACT YEAR 1	CONTRACT YEAR 2	CONTRACT YEAR 3	CONTRACT YEAR 4	CONTRACT YEAR 5
Guaranteed minimum annual payment to the City (\$2,500 minimum monthly payment x 12 months)	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000

SECTION 2 – PERCENTAGE OF GROSS SALES

DESCRIPTION	CONTRACT YEAR 1	CONTRACT YEAR 2	CONTRACT YEAR 3	CONTRACT YEAR 4	CONTRACT YEAR 5
% of annual gross sales paid to the City on Sales greater than \$195,000	10 %	10 %	10 %	10 %	10 %

COMPANY NAME: Players Concessions
SIGNATURE OF AUTHORIZED REPRESENTATIVE: Carlos Oliveira
PRINTED NAME: Carlos Oliveira
EMAIL ADDRESS: NA

Exhibit A

Statement of Financial Position For Edward Allen Hempe As of August 20, 2012

ASSETS

Cash	1,725,000.00
Notes Receivable	30,000.00
Homestead	400,000.00
Other Real Estate	150,000.00
Retirement Plan	20,000.00
Personal Property	60,000.00
Automobiles	100,000.00

2,485,000.00

LIABILITIES

Mortgage	223,000.00
Auto Loans	40,000.00
Credit Card Debt	6,000.00
	<u>269,000.00</u>

EQUITY

2,216,000.00

2,485,000.00

Exhibit B

Player's Concessions
Morris Williams Golf Course
Call in orders welcome

Owner Operated by
Carlos Oliveira & Eddie Hempe
Serving Austin since 1981

Burgers

Hamburger	\$ 4.16
Cheeseburger	\$ 4.62
Bacon Cheeseburger	\$ 5.32
Jalapeno Burger	\$ 4.62

(All burgers are 100% pure beef. Made with mayo, lettuce tomatoes, onions, and pickles, served on a 5 inch bun.)

Sandwiches

Chicken Fried Steak	\$ 3.93
B.L.T.	\$ 3.93
Tuna Salad	\$ 3.93
Chicken Salad	\$ 3.93
Ham & Cheese	\$ 3.93
Grilled Cheese	\$ 1.85
Turkey Sandwich	\$ 3.93
Hot Dog	\$ 2.54

Sides

French Fries	\$ 2.08
Onion Rings	\$ 3.00
Fried Zucchini	\$ 3.69
Fried Mushrooms	\$ 3.69
Chips & Candy	\$ 1.39

Healthy Choices

Garden Burger	\$ 5.32
Fresh Fruit	\$ 2.54
House Salad	\$ 3.93
Grilled Chicken Salad	\$ 5.32
Tuna Salad	\$ 5.32
Chicken Salad	\$ 5.32
Yogurt	\$ 2.54

Novelties

Ice Cream	\$ 1.85
Popcicles	\$ 1.39

Fountain Drinks

Medium - 20 oz.	\$ 2.08
Large - 32 oz.	\$ 2.54

Drinks

Canned Sodas	\$ 1.37
20 oz. Powerade	\$ 2.31
20 oz. Water	\$ 1.85

Beer

Domestic	\$ 3.01
Premium Domestic	\$ 3.47
Imports	\$ 3.47
Pictures (64 oz.)	\$ 9.00

Exhibit C

Beverage Cart Menu

Mgr Initial	PAR					Total Inv -	End Inv =	Usage	x Price =	Total
Bud Lt	12					-		=	x \$ 3.25 =	
Crs Lt	6					-		=	x \$ 3.25 =	
Lite	6					-		=	x \$ 3.25 =	
Coors	3					-		=	x \$ 3.25 =	
Bud	6					-		=	x \$ 3.25 =	
Miller	3					-		=	x \$ 3.25 =	
MGD	3					-		=	x \$ 3.25 =	
Mich	3					-		=	x \$ 3.75 =	
Shiner	3					-		=	x \$ 3.75 =	
Corona	3					-		=	x \$ 3.75 =	
Tecate	3					-		=	x \$ 3.75 =	
Dos XX	3					-		=	x \$ 3.75 =	
Hein	3					-		=	x \$ 3.75 =	
Bud Select	6					-		=	x \$ 3.25 =	
Modelo	3					-		=	x \$ 3.75 =	
Water	12					-		=	x \$ 2.00 =	
Powerade	30					-		=	x \$ 2.50 =	
BottleCoke						-		=	x \$ 2.50 =	
CAN SODA						-		=	x \$ 1.50 =	
Crackers/C						-		=	x \$ 1.00 =	
hips	20					-		=	x \$ 1.00 =	
Candy/						-		=	x \$ 1.50 =	
Peanuts	30					-		=	x \$ 1.50 =	
						-		=	x =	
Sandwich						-		=	x \$ 4.25 =	
Hot Dog						-		=	x \$ 2.75 =	

SUBTOTAL

- Bonus:

NET TOT:

Name: _____ Date: _____ Bank: _____

Exhibit D

Player's Concession Catering Menu

Option 1 – Box Lunch

Ham or Turkey Sandwich
Chicken or Tuna Salad
Bag of Chips
12 oz. Can of Soda
\$6.00

Option 2

Hamburger
Chips
20 oz. Fountain Drink
\$6.75

Option 3 – Fajita Plate

(Minimum of 40)

7 oz. beef or chicken fajita
Beans
Chips & Salsa
All the trimmings for tacos
Iced Tea
\$9.00

Option 4 – Breakfast

2 Breakfast Taco – Egg & Meat
(choice of sausage or bacon)
Orange Juice or Coffee
\$5.50

Option 5–Hamburger Plate

(Minimum of 24)

1 – Hamburger per person
Potato salad, Baked Beans
Iced Tea
\$8.00
(extra patty - \$1.25)

Option 6 – BBQ Plate

(Minimum of 40)

4 oz. of Beef Brisket
4 oz. Sausage Link
Potato Salad, Ranch Beans
All the trimmings
Iced Tea
\$9.00

Desserts available – Chocolate Chip Cookies - \$1.50 (2 cookies)
Brownies - \$1.50
Mixed Fruit Cup - \$2.50

***** Tax not included*****

*****Tax Exempt Organizations must have a completed form*****

Players Catering Contract

Course Location: _____

Tournament Name: _____

Tournament Director: _____ Phone #: _____

Email: _____ Fax #: _____

Event Date: _____ Event Time: _____

Serving Time: _____ Catered #: _____

Option Selected: _____ Firm #: _____ (due 2 days prior to event – will be charged)

Special Notes or Arrangements: _____

Option ____ : _____ x \$ _____ = \$ _____

Gratuity _____ 15% = \$ _____

Estimated Total Due: \$ _____

*****Payment by Check or Cash – Due the day of the Tournament*****

***** 15% Gratuity will be added to the total*****

Accepted: _____

Catering Manager: Eddie Hempe

or

Carlos Oliveira

Concession #: 444-9339

478-9299

Cell #: 512-786-3536

ehempe@alumni.utexas.net

Exhibit E
Equipment & Furniture

Player's Concessions
Morris Williams Golf Course

1	Beverage Cart	7,000.00
2	Register	2,200.00
1	Sandwich Display Case	1,200.00
1	Hot Food Display Case	1,300.00
1	Hot Dog Grill	475.00
1	Large Outdoor Portable BBQ Pit	1,500.00
1	35 lb. Deep Fryer	800.00
3	Reach-in Coolers	6,000.00
2	Deep Freezers	1,000.00
1	1000 lb. Ice Machine/Bin	5,000.00
1	Comercial Microwave	1,200.00
1	Coke Fountain	
12	Tables	1,000.00
48	Chairs	1,200.00
1	TV, 60 inch	2,800.00
2	Menu Boards	
2	Snack & Chip Racks	200.00
1	6 ft. Refrigerated Sandwich Unit	1,000.00
1	36" Flat Grill	1,200.00
3	Stainless Steele Prep Tables	900.00
8	Wired Shelving Units	1,000.00
2	Tea & Coffee Makers/Dispensers	200.00
1	Safe	500.00
1	Desk	200.00

37,875.00

Exhibit F

MAINTENANCE AND CLEANING SCHEDULE

DAILY

- Vacuum floors
- Floor mopped with liquid disinfectant
- Trash emptied when necessary & at the end of the day. Dispose of trash properly.
- Dining area kept clean
- Kitchen counter organized and cleaned
- Wash out ice bin with hot water at the end of the day
- Clean coffee pots with lemon, salt, and ice
- Scrub tea dispenser with soap and water
- Scrub grill and empty grease container
- Change veggie and condiment pans and wash
- Wipe out microwave
- Wash all utensils and containers in the sink
- Clean out the sinks

WEEKLY

- Defrost freezer
- Wipe out cooler
- Change oil and scrub fryer
- Clean windows
- Clean and organize store room and outside storage

MONTHLY

- Dust, especially fans
- Clean and polish furniture and equipment
- Pest control service
- Filters washed and hood cleaned
- Monthly cleaning party

SPECIAL DUTIES

- Hood system stem cleaned every 3 months
- Grease trap pumped and cleaned every 3 months
- Cooler and freezer evaporator cleaned every 3 months

Exhibit G

BEVERAGE CART



Maintaining of beverage cart: Monday and Friday it is washed, gassed, tires checked, oil checked, air filter checked, fuel filter checked. Every other month the beverage cart gets a complete tune-up. The beverage cart is run Friday, Saturday, and Sunday from 10 a.m. to 7 p.m. It is also used for any tournaments or special gatherings on request.

Exhibit H - Kitchen

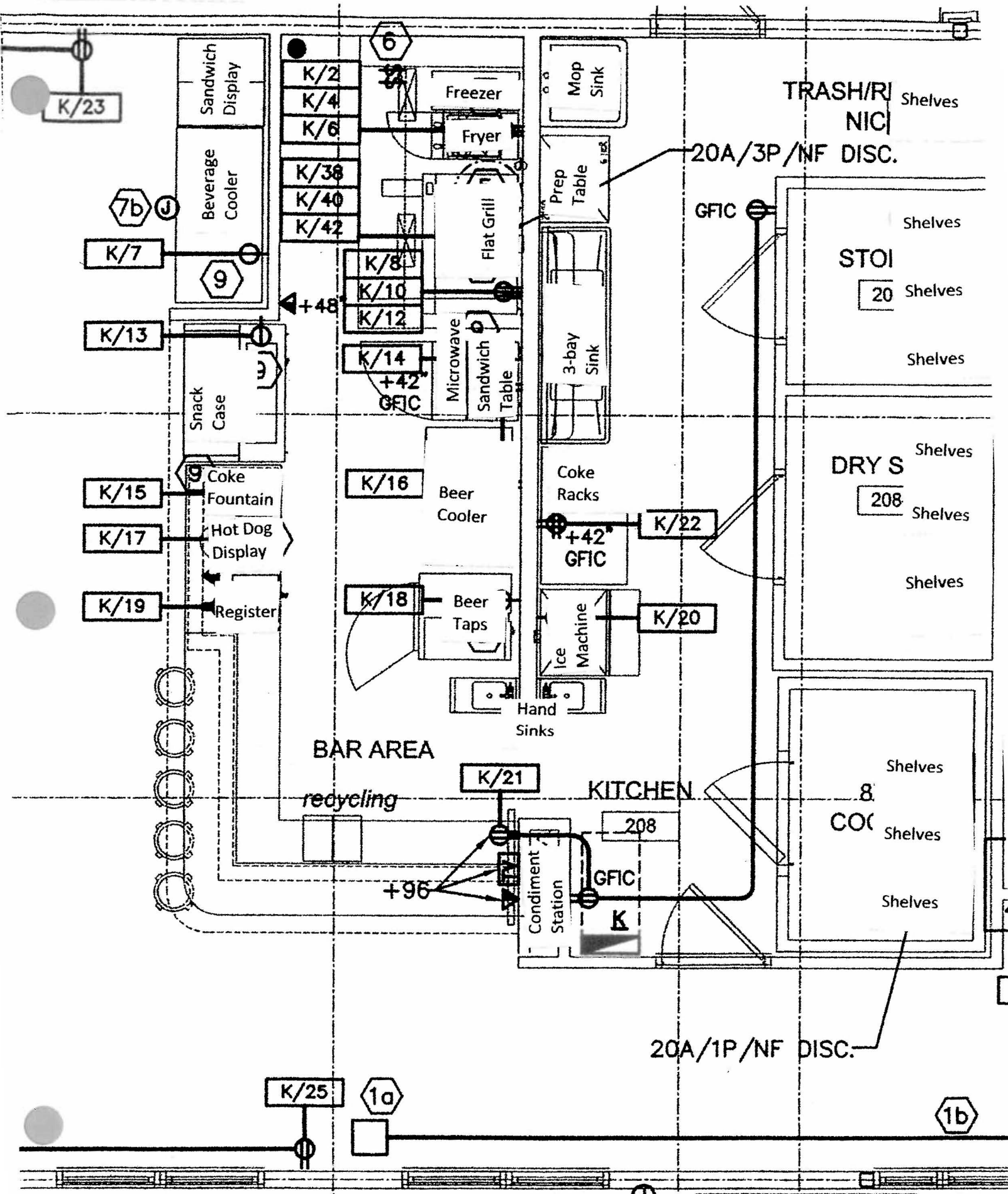
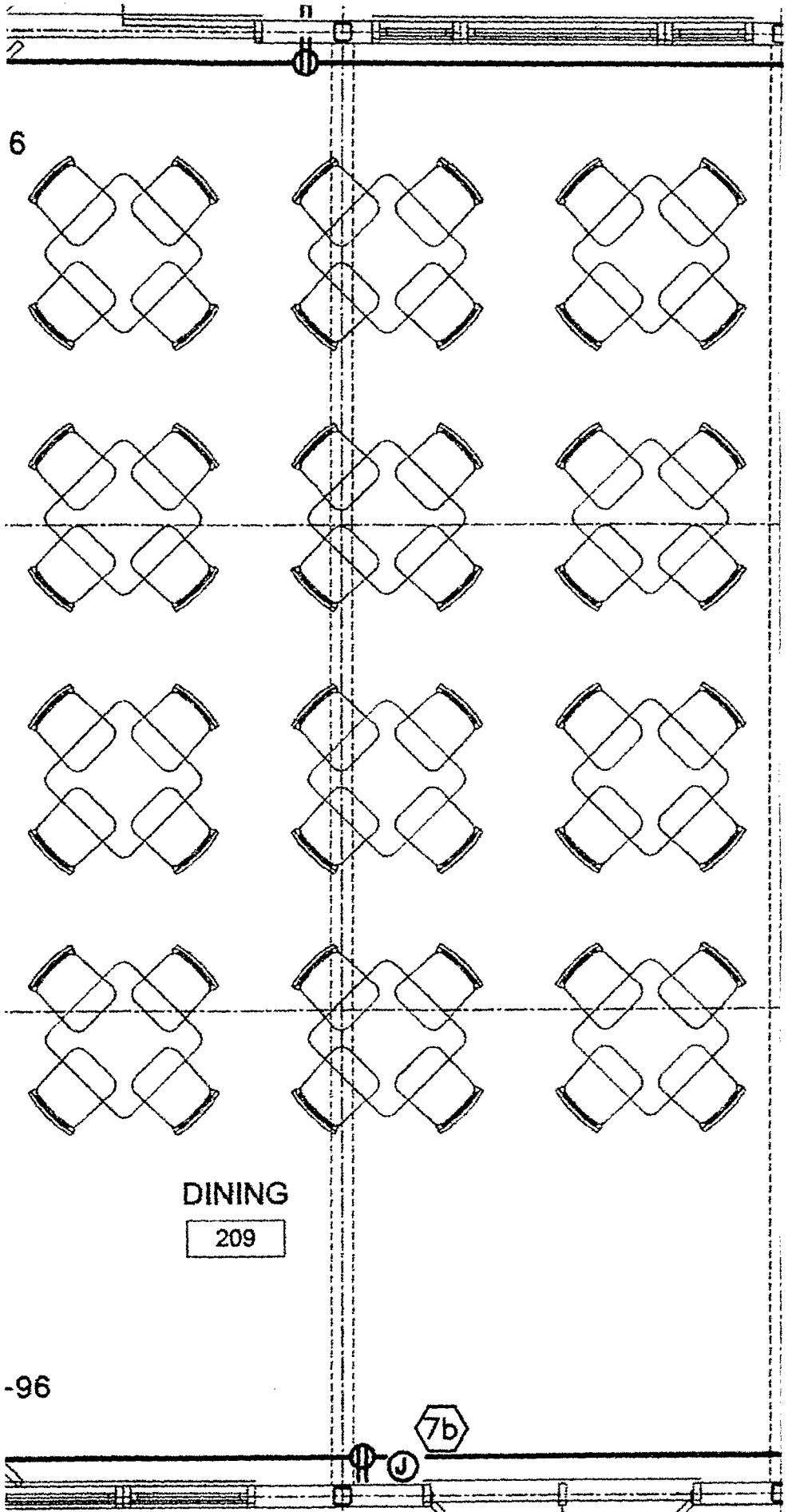


Exhibit H - Dining
Room

Television



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

Solicitation Number: RFP 8600 SAP0001

Offeror's Name

Edward A. Hempe

Date

8/20/12

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

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

=====>

Add Reference

Company's Name	TX Dot		
Name of Contact	Lydia Bryan-Valdez	Contact Title	Program Manager
Present Address	200 Riverside		
City	Austin	State	TX Zip Code 78751
Telephone Number	512-416-3243	FAX Number	
Email Address	Lydia.Valdez@txdot.gov		

Company's Name	Texas State Bar		
Name of Contact	Tracy Nuckols	Contact Title	Manager
Present Address	P.O. Box 12478		
City	Austin	State	TX Zip Code 78711
Telephone Number	512-427-1710	FAX Number	512-427-4376
Email Address	tnuckols@texasbar.com		

Company's Name	Silver Grill Cafe		
Name of Contact	Rehan Awan	Contact Title	Owner/Operator
Present Address	4005 W. Parmer Ln., Suite E		
City	Austin	State	TX Zip Code 78727
Telephone Number	512-291-6994	FAX Number	512-291
Email Address	silvergrill@austin.rr.com		

Company's Name			
Name of Contact	Jorge Gutierrez	Contact Title	Lawyer
Present Address			
City	Austin	State	TX Zip Code 78711
Telephone Number	(512) 750-5119	FAX Number	
Email Address			

Company's Name	St. Mark's Episcopal Church		
Name of Contact	Kevin Cromack	Contact Title	Tournament Director
Present Address			
City	Austin	State	TX Zip Code 78746
Telephone Number	(512) 288-9708	FAX Number	
Email Address	kcromack@austin.rr.com		

Exhibit I

EDWARD ALLEN HEMPE

3514 Cavu Road
Georgetown, TX 78628
Home Phone (512) 930-1821
Mobil (512) 786-3536

Successful manager with thirty years' experience in all facets of restaurant experience.

EXPERIENCE

OPERATIONS MANAGER/OWNER

1993 – Present **Player's Concessions, Inc.** - 5400 Jimmy Clay Dr., Austin, TX 78744
1987 – Present **Austin Players, Inc.** - 300 W. MLK Blvd., Austin, TX 78701

Oversee the operation of multiple fast food restaurants and golf course concessions. Duties include forecasting, budgeting, profit & loss evaluation, recruitment and training, advertising, menu planning and pricing, vendor relations, and purchasing. Hands on supervision of day to day operations to insure good service and quality control.

10/1976 – 1986 **Dual Construction – Harlingen, TX**

Originally employed as a bus boy in a fine dining steak and seafood restaurant while in high school. Successfully promoted through various service positions, to relief manager, and then to General Manager.

1985-1986 **General Manager; Captain Boomer's - Austin, TX**

Supervised up to 55 employees in all phases of operation of a fine dining steak and seafood restaurant with gross sales of up to \$100,000 monthly. Responsible for menu planning, purchasing, inventory, cost-of-sales, labor cost analysis, accounts receivable, and accounts payable.

1983-1985 **General Manager; Beacon Harbor - McAllen, TX**

Supervised up to 35 employees in all phases of operation of a fine dining steak and seafood restaurant with gross sales of up to \$1 million annually. Duties as described above.

1981-1983 **General Manager; Beacon Harbor (formerly Pelican's Wharf) - Brownsville, TX**

Duties as described above. Promoted to general manager upon return, following University attendance.

1979-1980 **Relief Manager; Beacon Harbor - Brownsville, McAllen, Harlingen, TX**

Relief manager for three restaurants, providing the General Manager with days off. Worked two shifts weekly at each location.

EDUCATION

University of Texas at Austin, 1990

Bachelors in Business Administration – Management

Course work in Finance, Accounting, Marketing, & Management

CERTIFICATIONS

Certified Food Service Manager

Travis County Health Department

T.A.B.C. Certification Course

REFERENCE AVAILABLE ON REQUEST

Exhibit J



Carlos Oliveira

1315 Apt. B Justin Lane

Austin, TX 78757

512-451-9572

CAREER HISTORY

Successful manager/owner with thirty years' experience in all facets of restaurant operations.

EXPERIENCE

OPERATIONS MANAGER/OWNER

1993 – Present

Player's Concessions, Inc. - 5400 Jimmy Clay Dr., Austin, TX 78744

1981 – Present

Austin Players, Inc. – 300 W. MLK Blvd., Austin, TX 78701

Oversee the operation of multiple fast food restaurants and golf course concessions. Duties include forecasting, budgeting, profit & loss evaluation, recruitment and training, advertising, menu planning and pricing, vendor relations, and purchasing. Hands on supervision of day to day operations to insure good service and quality control.



EDUCATION

University of Texas at Austin, 1983

Bachelors of Communication – Major in Radio, Television, & Film

CERTIFICATIONS

T.A.B.C. Certification Course



REFERENCE AVAILABLE ON REQUEST

Exhibit K

Brandon Harris

4603 Avenue B
Austin, TX 78751
(512)-775-5583

CAREER HISTORY

Food and beverage manager for five years at the Kizer/Clay golf course concessions.

EXPERIENCE

UNIT MANAGER

2007 – Present **Player's Concessions, Inc.** - 5400 Jimmy Clay Dr., Austin, TX 78744

Hands on supervision of day to day operations to insure good service and quality control. Responsibilities included are scheduling, personnel, inventory control, ordering, cleanliness, and customer relations.

EDUCATION

Concordia University, Austin, TX 2002-2003

Hydepark High School, Austin, TX 2001

CERTIFICATIONS

Certified Food Service Manager
With the City of Austin

T.A.B.C. Certification Course

REFERENCE AVAILABLE ON REQUEST



TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

SUSAN COMBS • COMPTROLLER • AUSTIN, TEXAS 78774

September 6, 2012

CERTIFICATE OF ACCOUNT STATUS

THE STATE OF TEXAS
COUNTY OF TRAVIS

I, Susan Combs, Comptroller of Public Accounts of the State of Texas, DO
HEREBY CERTIFY that according to the records of this office

PLAYER'S CONCESSION, INC.

is, as of this date, in good standing with this office having no franchise
tax reports or payments due at this time. This certificate is valid through
the date that the next franchise tax report will be due May 15, 2013.

This certificate does not make a representation as to the status of the
entity's registration, if any, with the Texas Secretary of State.

This certificate is valid for the purpose of conversion when the converted
entity is subject to franchise tax as required by law. This certificate is
not valid for any other filing with the Texas Secretary of State.

GIVEN UNDER MY HAND AND
SEAL OF OFFICE in the City of
Austin, this 6th day of
September 2012 A.D.

A handwritten signature in black ink that reads "Susan Combs".

Susan Combs
Texas Comptroller

Taxpayer number: 17426846436
File number: 0128725700

Form 05-304 (Rev. 12-07/17)

CITY OF AUSTIN, TEXAS

Purchasing Office REQUEST FOR PROPOSAL (RFP) Offer Sheet

SOLICITATION NO: RFP 8600 SAP0001

COMMODITY/SERVICE DESCRIPTION: OPERATION OF FOOD-SERVICE CONCESSIONS AT MORRIS WILLIAMS GOLF COURSE

DATE ISSUED: July 30, 2012

REQUISITION NO.: 12070200445

PRE-PROPOSAL CONFERENCE TIME AND DATE: Friday, August 3, 2012, 9:00 AM (CST)

COMMODITY CODE: 96115, 96146, 95844

LOCATION: City of Austin, Purchasing Office
Municipal Building
124 W 8th Street, 3rd Floor; Room 335.10
Austin, Texas 78701

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT:**

PROPOSAL DUE PRIOR TO: Tuesday, August 21, 2012 12:30 PM (CST)

Sharon Patterson
Senior Buyer
Phone: (512) 974-2995
Email: Sharon.Patterson@austintexas.gov

PROPOSAL CLOSING TIME AND DATE: Tuesday, August 21, 2012 12:30 PM (CST)

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 310, 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.

P.O. Address for US Mail	Street Address for Hand Delivery or Courier Service
City of Austin	City of Austin, Purchasing Office
Purchasing Office	Municipal Building
P.O. Box 1088	124 W 8 th Street, Rm 310
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

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

SUBMIT 1 ORIGINAL AND 4 SIGNED COPIES AND 1 ELECTRONIC COPY OF OFFER

OFFER SUBMITTED BY:

By the signature below, I certify that I have submitted a binding offer.

Signature of Person Authorized to Sign Offer

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

FEDERAL TAX ID NO. _____

Date: _____

Company Name: _____

Address: _____

City, State, Zip Code _____

Phone No. ()

Fax No. ()

Email Address: _____

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0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	1
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0815	LIVING WAGES AND BENEFITS CONTRACTOR CERTIFICATION	1
0820	LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION	1
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1000	"NO OFFER" RESPONSE FORM	1
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EXHIBIT B	MORRIS WILLIAMS KITCHEN/FOOD-CONCESSIONS FLOOR PLAN	1

All other Sections may be viewed at: http://www.austintexas.gov/financeonline/vendor_connection/index.cfm

RETURN THE FOLLOWING DOCUMENTS WITH YOUR OFFER**

- Cover Page Offer Sheet
- Proposal Proposer's Proposal
- Section 0605 Local Business Presence Identification Form
- Section 0700 Reference Sheet
- Sections 0800 - 0835 Certifications and Affidavits (return all applicable Sections)
- Section 0900 MBE/WBE Procurement Program Package or No Goals Utilization Plan

**** See also Section 0200, Solicitation Instructions, Section 0400, Supplemental Purchase Provisions, and Section 0500, Scope of Work/Specification, for additional documents that must be submitted with the Offer.**

The Vendor agrees, if this Offer is accepted within 180-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.

*** INCORPORATION OF DOCUMENTS.** Section 0100, Standard Purchase Definitions; Section 0200, Standard Solicitation Instructions; and Section 0300, Standard Purchase Terms and Conditions 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 at the address or phone number indicated on page 1 of this Offer Sheet. 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.

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

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

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

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 2:00 PM Central Savings Time, on Tuesday, August 7, 2012. Please send to Sharon Patterson by email Sharon.Patterson@austintexas.gov or fax: (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 WC 420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC 420601, or equivalent coverage

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- 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.
 - (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 TE 2046A, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement TE 9901B, 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 sixty (60) months and may be extended thereafter for up to two (2) additional thirty-six (36) 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. A price increase, subject to the provisions of this Contract, may be requested by the Contractor (for each period of extension) for approval by the City's Purchasing Officer or his designee.

THIS IS A 60-MONTH CONTRACT.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

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

Revenue Payments shall be mailed to the below address and shall be in accordance with Section 0500, Scope of Work:

	City of Austin
Department	Parks and Recreation Department
Attn:	Main Office: Invoice Payment
Address	200 South Lamar Blvd
City, State Zip Code	Austin, Texas 78704

5. **HAZARDOUS MATERIALS**

- A. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Material Safety Data Sheets (MSDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.
- B. Failure to submit the MSDS as part of the Offer may subject the Offer to disqualification from consideration for award.
- C. The MSDS, instructions and information required in paragraph "a" must be included with each shipment under the contract.

6. **LIVING WAGES AND BENEFITS (applicable to procurements involving the use of labor)**

- A. In order to help assure low employee turnover, quality services, and to reduce costs for health care provided to uninsured citizens, the Austin City Council is committed to ensuring fair compensation for City employees and those persons employed elsewhere in Austin. This commitment has been supported by actions to establish a "living wage" and affordable health care protection. Currently, the minimum wage for City employees is \$11.00 per hour. This minimum wage is required for any Contractor employee directly assigned to this City Contract, 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. Additionally, the City provides health insurance for its employees, and for a nominal rate, employees may obtain coverage for their family members. Contractors must offer health insurance with optional family coverage for all Contractor employees directly assigned to this contract. Proof of the health care plan shall be provided prior to award of a Contract. In addition, an insurance certificate for Workers' Compensation Insurance Coverage must be provided if required by the solicitation.
- C. The City requires Contractors submitting Offers on this Contract to provide a signed certification (**see the Living Wages and Benefits 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 \$11.00 per hour and are offered a health care plan. The certification shall include a list of all employees directly assigned to providing services under the resultant

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

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.

- D. 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). Basic employment records shall at a minimum include:
- i. employee's full name, as used for social security purposes, and on the same record, the employee's identifying symbol or number if such is used in place of name on any time, work, or payroll records;
 - ii. time and date of week when employee's workweek begins;
 - iii. hours worked each day and total hours worked each workweek;
 - iv. basis on which employee's wages are paid;
 - v. regular hourly pay rate;
 - vi. total daily or weekly straight-time earnings;
 - vii. total overtime earnings for the workweek;
 - viii. all additions to or deductions from the employee's wages;
 - ix. total wages paid each pay period; and
 - x. date of payment and the pay period covered by the payment.
- E. The Contractor shall provide with the first invoice and as requested by the Department's Contract Manager, individual Employee Certifications (**see the Living Wages and Benefits Employee Certification included in the Solicitation**) for all employees directly assigned to the contract containing:
- i. the employee's name and job title;
 - ii. a statement certifying that the employee is paid at a rate equal to or greater than the Living Wage of \$11.00 per hour;
 - iii. a statement certifying that the employee is offered a health care plan with optional family coverage.
- Employee Certifications shall be signed by each employee directly assigned to the contract.
- F. Contractor shall submit employee certifications quarterly with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract.
- G. 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 identified in paragraph D 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.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- 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>

8. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID)

- A. Contractors are required to obtain a certified criminal background report with fingerprinting (referred to as the "report") for all persons performing on the contract, including all Contractor, Subcontractor, and Supplier personnel (for convenience referred to as "Contractor's personnel").
- B. The report may be obtained by reporting to one of the below governmental entities, submitting to fingerprinting and requesting the report [requestors may anticipate a two-week delay for State reports and up to a four to six week delay for receipt of a Federal report].
 - i. Texas Department of Public Safety for any person currently residing in the State of Texas and having a valid Texas driver's license or photo ID card;
 - ii. The appropriate governmental agency from either the U.S. state or foreign nation in which the person resides and holds either a valid U.S. state-issued or foreign national driver's license or photo ID card; or
 - iii. A Federal Agency. A current Federal security clearance obtained from and certified by a Federal agency may be substituted.
- C. Contractor shall obtain the reports at least 30 days prior to any onsite work commencement. Contractor also shall attach to each report the project name, Contractor's personnel name(s), current address(es), and a copy of the U.S. state-issued or foreign national driver's license or photo ID card.
- D. Contractor shall provide the City Certified Criminal Background Report affirming that Contractor has conducted required security screening of Contractor's personnel to determine those appropriate for execution of the work and for presence on the City's property. A list of all Contractor Personnel requiring access to the City's site shall be attached to the affidavit.
- E. Upon receipt by the City of Contractor's affidavit described in (D) above and the list of the Contractor's personnel, the City will provide each of Contractor's personnel a contractor ID badge that is required for access to City property that shall be worn at all times by Contractor's personnel during the execution of the work.
- F. The City reserves the right to deny an ID badge to any Contractor personnel for reasonable cause, including failure of a Criminal History background check. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's reports. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) calendar days of the receipt of notification of denial.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- G. Contractor's personnel will be required to wear the ID badge at all times while on the work site. Failure to wear or produce the ID badge may be cause for removal of an individual from the work site, without regard to Contractor's schedule. Lost ID badges shall be reported to the City's Contract Manager. Contractor shall reimburse the City for all costs incurred in providing additional ID badges to Contractor Personnel.
- H. ID badges to enter and/or work on the City property may be revoked by the City at any time. ID badges must be returned to the City at the time of project completion and acceptance or upon removal of an individual from the work site.
- I. Contractor is not required to obtain reports for delivery personnel, including but not limited to FedEx, UPS, Roadway, or other materials delivery persons, however all delivery personnel must present company/employer-issued photo ID and be accompanied by at least one of Contractor's personnel at all times while at the work site.
- J. The Contractor shall retain the reports and make them available for audit by the City during regular business hours (reference paragraph 17 in Section 0300, entitled Right to Audit).

9. **MONTHLY SUBCONTRACT AWARDS AND EXPENDITURES REPORT** (reference paragraph 18 in Section 0300) (applicable when an MBE/WBE Compliance Plan is required)

- A. The Contractor must submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager specified herein and to the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Mail the Purchasing Office Copy of the report to the following address:

City of Austin
Purchasing Office
Attn: Contract Compliance Manager
P. O. Box 1088
Austin, Texas 78767

10. **ECONOMIC PRICE ADJUSTMENT**

- A. Prices shown in this contract shall remain firm for the first twelve (12)-month period 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 subject to the following considerations:
- B. Price Increases
 - i. Requests for price increases must be made in writing and submitted to the appropriate Buyer in the City's Purchasing Office. The letter must be signed by a person with the authority to bind the Contractor contractually, shall reference the contract number, and include the following documentation:
 - (1) an itemized, revised price list with the effective date of the proposed increase;

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- (2) copies of the documentation provided by the manufacturer regarding the proposed price increase if the contractor is not the manufacturer of the products. If the Contractor is the manufacturer of the products, a letter so stating must be provided;
 - (3) Contractor shall submit, as a part of the request for increase, the version of the Consumer Price Index, the Consumer Price Index for All Urban Consumers (Current Series) for the twelve-month period of the previous Accounting Year (hereinafter. A "CPI Adjustment"). Series ID: CUUSA316SAO, Not Seasonally Adjusted.
 - (4) Proposed price increases must be solely for the purpose of accommodating increases in the Contractor's costs for the products or services provided. Prices for products or services unaffected by verifiable cost trends shall not be subject to change.
- ii. Requests for price increases must be made in writing and submitted to the appropriate Contract Manager prior to each yearly anniversary date of contract. Prices will only be considered for an increase at that time. Once received, the City will have 30 calendar days to review and approve/disapprove the requested increase. Should the City not agree with the requested increase, Contractor may either maintain the prices currently in effect, negotiate an acceptable increase with the City or terminate the contract.
 - iii. Since the perceived need for price increases may be due in whole or in part to factors other than index changes, the City may consider approving fully-documented increase requests which, in the Contractor's opinion, justify price increases for one or more line items in the contract. If index changes are responsible in part for the requested change, those changes shall be documented as previously described above.

C. Price Decreases

- i. Proposed price decreases may be offered to the City at any time, and become effective upon acceptance by the City unless a different effective date is specified by the Contractor. Request for price decreases by the City will be based on the same documentation as price increase request. Price decrease offers may also be subject to negotiation.
- ii. Price decreases based on relevant factors may be requested by the City at any time. Such requests shall be accompanied by a complete statement of the City's justification for the request. The Contractor shall have 30 calendar days to respond to the City's request. Following receipt of the Contractor's agreement with the requested decrease, the City may implement the decrease at any time. Should the Contractor not agree with the requested decrease, the City may either maintain the prices currently in effect, negotiate with the contractor, or terminate the contract.

11. INTERLOCAL PURCHASING AGREEMENTS (applicable to competitively procured goods/services contracts).

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

12. **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:

Kevin Gomillion, PGA Golf Division Manager City of Austin

Email: Kevin.Gomillion@austintexas.gov

Phone: 512-9749351

*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.

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

Solicitation Number:

Offeror's Name

Date

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

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

=====>

Add Reference

Company's Name	<input type="text"/>		
Name of Contact	<input type="text"/>	Contact Title	<input type="text"/>
Present Address	<input type="text"/>		
City	<input type="text"/>	State	<input type="text"/> Zip Code <input type="text"/>
Telephone Number	<input type="text"/>	FAX Number	<input type="text"/>
Email Address	<input type="text"/>		

Company's Name	<input type="text"/>		
Name of Contact	<input type="text"/>	Contact Title	<input type="text"/>
Present Address	<input type="text"/>		
City	<input type="text"/>	State	<input type="text"/> Zip Code <input type="text"/>
Telephone Number	<input type="text"/>	FAX Number	<input type="text"/>
Email Address	<input type="text"/>		

Company's Name	<input type="text"/>		
Name of Contact	<input type="text"/>	Contact Title	<input type="text"/>
Present Address	<input type="text"/>		
City	<input type="text"/>	State	<input type="text"/> Zip Code <input type="text"/>
Telephone Number	<input type="text"/>	FAX Number	<input type="text"/>
Email Address	<input type="text"/>		

Company's Name	<input type="text"/>		
Name of Contact	<input type="text"/>	Contact Title	<input type="text"/>
Present Address	<input type="text"/>		
City	<input type="text"/>	State	<input type="text"/> Zip Code <input type="text"/>
Telephone Number	<input type="text"/>	FAX Number	<input type="text"/>
Email Address	<input type="text"/>		

Company's Name	<input type="text"/>		
Name of Contact	<input type="text"/>	Contact Title	<input type="text"/>
Present Address	<input type="text"/>		
City	<input type="text"/>	State	<input type="text"/> Zip Code <input type="text"/>
Telephone Number	<input type="text"/>	FAX Number	<input type="text"/>
Email Address	<input type="text"/>		

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

SOLICITATION NO

RFP 8600 SAP0001

City of Austin, Texas
Human Rights Commission

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

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

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

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

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

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

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

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

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

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

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

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

Sanctions:

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

Term:

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

Dated this _____ day of _____, 20_____.

CONTRACTOR	_____
Authorized Signature	_____
Title	_____

City of Austin, Texas
NON-SUSPENSION OR DEBARMENT CERTIFICATION

SOLICITATION NO. **RFP 8600 SAP0001**

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

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

Contractor's Name:	<div style="border: 1px solid black; height: 20px;"></div>		
Signature of Officer or Authorized Representative:		Date:	<div style="border: 1px solid black; height: 20px;"></div>
Printed Name:	<div style="border: 1px solid black; height: 20px;"></div>		
Title:	<div style="border: 1px solid black; height: 20px;"></div>		

**CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT
SOLICITATION NO. RFP 8600 SAP0001
FOR**

Operation of Food-Service Concessions at Morris Williams Golf Course

State of Texas

County of Travis

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

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

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

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

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

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

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

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

Offeror's
Explanation:

--

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

Contractor's Name:	<div style="border: 1px solid black; height: 25px;"></div>
Printed Name:	<div style="border: 1px solid black; height: 25px;"></div>
Title:	<div style="border: 1px solid black; height: 25px;"></div>

Signature of Officer or Authorized Representative:

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public

My Commission Expires _____

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

SOLICITATION NO. RFP 8600 SAP0001

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

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

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

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

	Employee Name	Employee Job Title
Add		
Delete		

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

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

Contractor's Name:	<input type="text"/>		
Signature of Officer or Authorized Representative:		Date:	<input type="text"/>
Printed Name:	<input type="text"/>		
Title:	<input type="text"/>		

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

Contract Number:	<input type="text"/>
Description of Services:	<input type="text" value="Operation of Food-Service Concessions at Morris Williams Golf Course"/>
Contractor Name:	<input type="text"/>

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

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

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

Employee's Title:	<input type="text"/>		
Signature of Employee:	<input type="text"/>	Date:	<input type="text"/>
Employee's Printed Name:	<input type="text"/>		

(Witness Signature)

(Printed Name)

City of Austin, Texas
NONRESIDENT BIDDER PROVISIONS
SOLICITATION NO.**RFP 8600 SAP0001**

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

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

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

Bidder's Name:			
Signature of Officer or Authorized Representative:		Date:	
Printed Name:			
Title:			

City of Austin
Purchasing Office
Local Business Presence Identification Form
RFP 8600 SAP0001

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.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE). PO BOX NUMBERS WILL NOT BE ACCEPTED.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

City of Austin
Purchasing Office
Local Business Presence Identification Form
RFP 8600 SAP0001

ACKNOWLEDGEMENT

THE STATE OF TEXAS
COUNTY OF TRAVIS

I certify that my responses and the information provided on **Form 0605** are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations in this Section, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me in this Section may be investigated and I hereby give my full permission for any such investigation and I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected.

OFFEROR'S FULL NAME AND ENTITY STATUS:

Signature, Authorized Representative of Offeror

Title

Date

END

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

SOLICITATION NUMBER: RFP 8600 SAP0001

PROJECT NAME: Operation of Food-Services Concessions at Morris Williams Golf Course

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

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

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

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

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

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

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

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: RFP 8600 SAP0001

PROJECT NAME: Operation of Food-Service Concessions at Morris Williams Golf Course

PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant			
Address			
City, State Zip			
Phone		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/subconsultants/suppliers that will be used in the performance of this Contract. **Attach Good Faith Efforts documentation if non MBE/WBE firms will be used.**

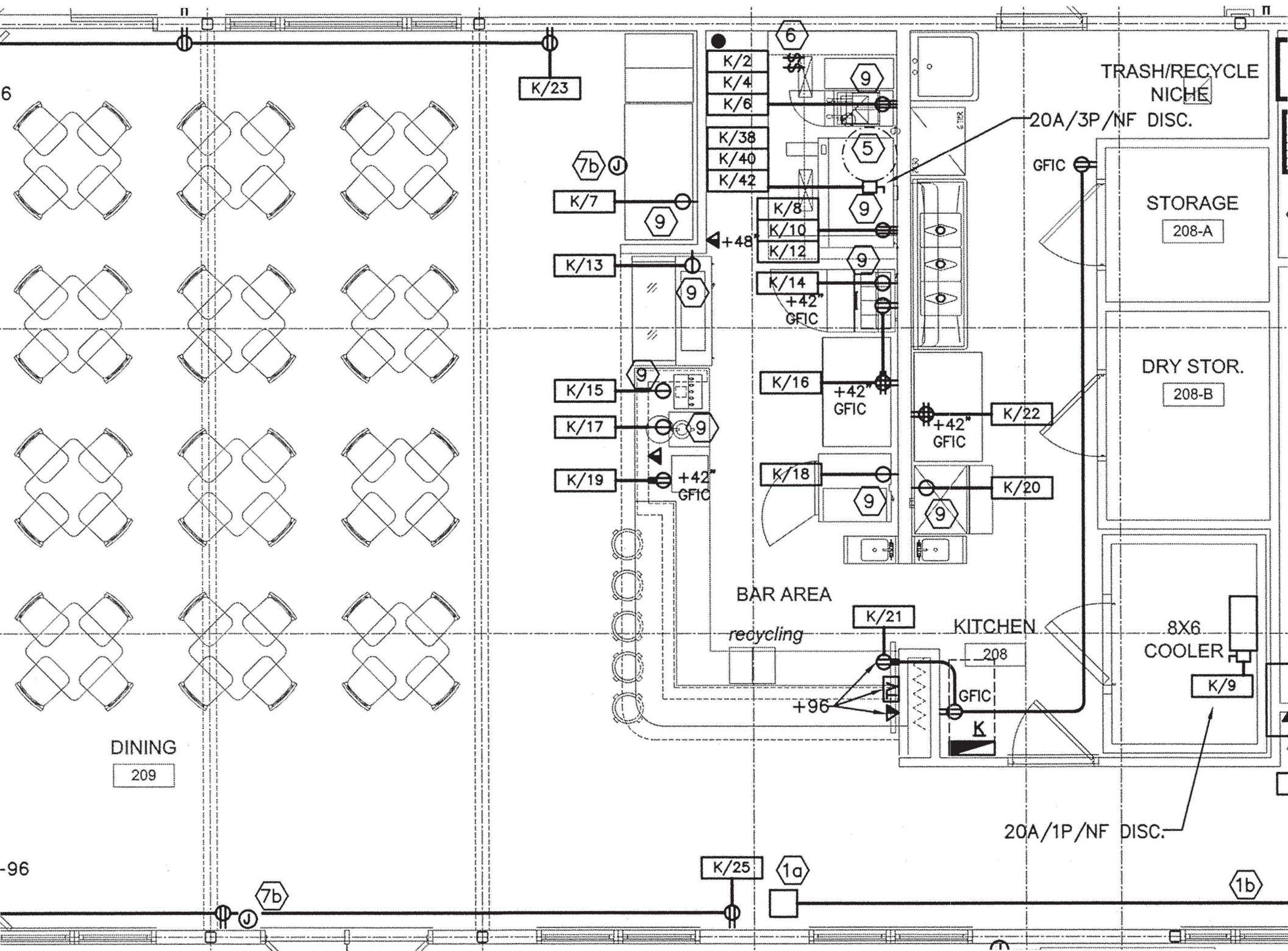
Sub-Contractor/Consultant			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Ethnic/Gender Code:	<input type="checkbox"/> NON-CERTIFIED
Vendor ID Code			
Contact Person	Phone Number:		
Amount of Subcontract	\$		
List commodity codes & description of services			

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

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

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

Reviewing Counselor _____ Date _____ Director/Deputy Director _____ Date _____



**CITY OF AUSTIN
PURCHASING OFFICE
SCOPE OF WORK
REQUEST FOR PROPOSAL (RFP) 8600 SAP0001**

**OPERATION OF FOOD-SERVICE CONCESSIONS
AT MORRIS WILLIAMS GOLF COURSE**

1.0 PURPOSE

The City of Austin (City) through its Parks and Recreation Department owns and operates the Morris Williams Golf Course (Course) located at 4300 Manor Road and provides food and beverage service in a snack/bar format for the patrons and guests of the course through a contracted concessionaire.

The department's goal is to provide the public with the highest quality and most satisfactory service from the concessionaire and to ensure the City receives adequate and appropriate compensation from private businesses allowed to operate on park property.

Morris Williams Golf Course, currently under renovation, was constructed in 1963 and opened in 1964 as Austin's third municipal course. Designed by Leon Howard, one of the most prolific golf course architects of the time, the course features small, slightly elevated, contoured greens. These features, combined with rolling terrain, probably make Morris Williams the most difficult of all of the City's courses. However, the recent addition of forward tees and improved turf make the course playable for all levels of golfers. Practice facilities include a driving range and putting greens which sustain an estimated 50,000 rounds of golf.

The Parks Department is pleased to offer an opportunity, for a qualified food-service proprietor to operate the food service concession at the Course. The proposing individual or company shall provide a proposal which clearly; demonstrates the Proposer's experience, and ability to perform, in this type of business, articulates Proposer's plans for the operation of a food service concession at Morris Williams golf course, demonstrates Proposer's compliance with appropriate laws and regulations, provides evidence of Proposer's ability to operate the food-service concessions in a manner consistent with the Industry best-management practices for cleanliness, maintenance, safety, and sanitation.

2.0 TERM

The contract term for this concession will be an initial five (5) year contract period with two (2) three (3) year extension options.

3.0 IMPLEMENTATION

Within thirty (30) days of the effective date of the Contract, Contractor in coordination with the City shall develop a transition plan to ensure that the Contractor will be able to take over a fully-functioning operation no later than thirty (30) days after contract award.

4.0 CONCESSION REQUIREMENTS

4.1 Concessionaire shall provide a Food-Service Concessions operation without the financial support, compensation, or investment, direct or in-kind, from the City.

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PURCHASING OFFICE
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**OPERATION OF FOOD-SERVICE CONCESSIONS
AT MORRIS WILLIAMS GOLF COURSE**

Concessionaire shall have a minimum of five years' experience in food and beverage concession services.

- 4.2 Hours of Operation shall be the same golf course hours of operation: Seven days a week, 20 minutes before sun-up and 20 minutes after sundown, except on Christmas Day. The City reserves the right to close the golf course due to inclement weather, golf course maintenance, or any other reason the City deems necessary. During those times the golf course is closed, the Concessionaire will not operate the food-service concessions.
- 4.3 Concessionaire shall implement a food-service concession program that will meet or exceed the objectives of the City through its concession offerings, sales, reporting, and service.
- 4.4 The Concessionaire will not use the kitchen(s) areas or facilities to provide catering or other food and beverage services for events that are not sponsored by the City or held at the golf course.
- 4.5 Concessionaire shall hire at its own cost and expense, train and supervise staff to assist in the performance of the contract; including the following staffing requirements:
 - 4.5.1 Appearance: Concessionaire's staff shall wear a City-approved uniform, or golf appropriate attire, with the Concessionaire's logo and/or name clearly displayed.
 - 4.5.2 Training: Concessionaire shall ensure its staff receives customer service and sensitivity training. This training shall take place prior to any interaction with customers and patrons of the golf course.
 - 4.5.2.1 Alcohol awareness training as required by the Texas Alcoholic Beverage Commission (TABC)
 - 4.5.3 Certifications: Concessionaire and its staff shall hold any and all certifications required by the State of Texas; including TABC and Food Health Certifications. Copies of certifications shall be provided to the Contract Manager.
- 4.6 Concessionaire shall maintain certifications for CPR and First Aid, including training for the use of Automated External Defibrillator (AED). Copies of certifications shall be provided to the Contract Manager.
- 4.7 Concessionaire shall provide all equipment necessary for the operation of food-service concessions to include, but not limited to, cooking devices, display cabinets, tables and chairs, beverage carts, and cash registers.

**CITY OF AUSTIN
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REQUEST FOR PROPOSAL (RFP) 8600 SAP0001**

**OPERATION OF FOOD-SERVICE CONCESSIONS
AT MORRIS WILLIAMS GOLF COURSE**

- 4.8 Concessionaire shall, at all times and at its expense, keep and maintain all equipment, whether owned and/or installed by Concessionaire or City, such as, but not limited to, heat exchangers, fans, controls and electric panels, installed by City, together with all of the fixtures, plate and mirror glass, equipment and personal property therein, in good repair and in a clean, sanitary, and orderly condition and appearance. No equipment provided by City shall be removed or replaced by Concessionaire without the prior written consent of the City, and if consent is secured, such removal and/or replacement shall be at the expense of the Concessionaire.
- 4.9 Concessionaire shall utilize recycling containers for plastic and cans. The City will provide these containers in and around the premises and golf course.
- 4.10 Concessionaire shall clearly display its company name and logo to distinguish itself from the City. Concessionaire's Logo shall be displayed at the Concessions Counter. Prior to affixing logos or signage to the walls of the Concessions area, Concessionaire shall obtain prior written authorization from the City.
- 4.11 The Concessionaire may post its menu and prices on the golf course website. Concessionaire shall submit for approval changes or updates to the menu and/or prices to the City five (5) days prior to the changes or updates taking effect. This will allow the City time to review, approve, and update the website with the changes or updates to the menu and/or prices.
- 4.12 Concessionaire's prices shall be reasonable, yet shall also provide the highest possible revenue to the concessionaire and the City.
- 4.13 Concessionaire shall assess, provide, and install all necessary furnishings and equipment. All furnishings and equipment shall be attractive in design while providing the highest level of customer service, accessibility, and affordability for guests and patrons of the golf course.
- 4.14 Concessionaire shall work with the City during the normal course of business and as unforeseeable problems arise to provide exceptional customer service, maximizes revenue, and creates operational efficiencies.
- 4.15 If Concessionaire becomes aware of any condition in the food-service concession facilities that is unsafe or unhealthy, Concessionaire shall immediately notify the Contract Manager in writing.
- 4.16 Concessionaire shall give the City prompt notice followed by formal written notice of any fire damage occurring to the food-service concessions area. Copies of all notices

**CITY OF AUSTIN
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**OPERATION OF FOOD-SERVICE CONCESSIONS
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received by Concessionaire of any claim for bodily injury occurring in the food-service concessions area shall be immediately provided to the Contract Manager.

- 4.17 Concessionaire shall initiate recommendations and innovative ideas for process improvements in the day-to-day operations of food-service concessions and/or to increase revenues.
- 4.18 Concessionaire shall be responsible for the payment of any and all long distance calls from the phone lines provided by the City. Payment will be in the form of reimbursement to the City on a monthly basis.
- 4.19 Concessionaire shall provide mobile beverage/snack cart service on the golf course in accordance with the City's Golf Division Operating policy no less than seven days per week, Holidays and all golf tournaments with fifty or more golfers. The Concessionaire shall be responsible for maintenance of its mobile beverage/snack cart, including the cost for all operations, maintenance, approvals, permitting, and licensing. The mobile beverage/snack cart shall be pre-approved for food and beverage service by the City.
- 4.20 Concessionaire shall have the ability to accept cash and credit transactions at the concession as well as at the mobile beverage/snack cart. At a minimum, Concessionaire must accept MasterCard, Visa, and American Express from users in payment for food-services. Concessionaire is responsible for processing any associated credit card charges through its system and bank.
- 4.21 Concessionaire shall provide to the Golf Administrative Office a menu list and pricing for food and beverage items. The menu shall have healthy options and must include short order and/or ready-made items. Beverages must include beer and non-alcoholic beverages.
 - 4.21.1 Food quality and prices must be at least consistent with the quality and price offered by concessionaire's providing similar services within Texas.
 - 4.21.2 Menu prices submitted with the RFP shall not be changed for a minimum of one-hundred eighty (180) days after award of contract.
 - 4.21.3 After the one hundred eighty (180) days, the Concessionaire may make changes to the menu. The Concessionaire shall notify Contract Manager of any proposed changes in prices or items sold. All changes in prices or items sold must have prior written approval from the City.

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AT MORRIS WILLIAMS GOLF COURSE**

- 4.21.4 After the one hundred eighty (180) days, once every three (3) months, the Concessionaire shall review the menu to determine if less-popular items should be removed from the menu, adjust the price, or change the recipe/ingredients.
- 4.22 Concessionaire shall sell and serve alcoholic beverages under a license issued by the State of Texas and City of Austin in strict accordance with Texas state law and Article XXII of this Agreement. Concessionaire's privilege to provide alcoholic beverages shall be subject to the provisions of applicable Texas law and regulations of the Texas Alcoholic Beverage Commission (TABC), or its successor.
- 4.23 Concessionaire shall maintain, a valid State of Texas Liquor License of appropriate class for all alcoholic beverages. The Concessionaire shall be responsible for all fees associated with obtaining and maintaining such license. Concessionaire shall maintain and post in a visible area the liquor license and shall be responsible for ensuring license is kept current.
- 4.24 The City reserves the right to allow golfers, organizations, and tournament organizers to supply their own food/beverages at no charge. The rights of the City shall extend to allowing third parties to ask for, and be given, donations to pay for food/beverages. The exclusive right to sell food/beverages is granted to the Concessionaire. Third parties that provide food and beverages will not be allowed to use the kitchen or restaurant tables and chairs. These areas are strictly reserved for the Concessionaire.
- 4.25 If in the sole event the golf course is closed to the general public for a tournament and the tournament organizer supplies food and beverages, the City may elect to pay the Concessionaire a portion of, the majority of, or none of the Facility Use Fee paid by the tournament organizer.
- 4.26 Concessionaire shall provide complete janitorial services for concession designated area. The area within a radius of one hundred and fifty feet (150 ft.) of the concession area must be kept free and clear from rubbish, filth, and refuse. The Concessionaire shall maintain a file of Material Safety Data Sheets (MSDS) for all pertinent cleaning materials stored on premises. The City's preference is for the Concessionaire to use environmentally-friendly cleaning products.
- 4.27 Concessionaire shall provide and keep in full force and effect insurance as stated in section 0400 of the solicitation.
- 4.28 Concessionaire shall not make any structural alterations, repairs, or improvements of the premises, without prior written authorization from the Contract Manager. Alterations, repairs, or improvements done by the Concessionaire without prior written authorization from the Contract Manager shall be at the Concessionaire's expense and shall become

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**OPERATION OF FOOD-SERVICE CONCESSIONS
AT MORRIS WILLIAMS GOLF COURSE**

property of the City. The City shall have the right to require the Concessionaire to restore the property to its original condition at the Concessionaires expense.

- 4.29 The Concessionaire shall submit for prior written authorization by the City, capital improvement plans detailing any layout changes or remodeling to the service counter area, food preparation areas, or other areas used by the Concessionaire in the execution of this contract. The Concessionaire may submit requests for capital improvement changes or remodeling on an as-needed basis.
- 4.30 The Concessionaire shall make a written report to the Contract Manager of any needed repairs or suggested alteration or improvements. The report shall be on an as-needed basis.
- 4.31 Concessionaire shall allow no liens to be filed against City property.
- 4.32 Concessionaire shall establish and maintain during the term of this agreement separate records and accounts, including a bank accounts, relating to the operation of the concessions at the golf course. Records and accounts shall be subject to the examination and audit by the City at any time.
- 4.33 The Concessionaire shall pay to the City a guaranteed minimum of \$2,500 monthly fee to be paid by the 10th day of each month. In addition to the minimum payment, Concessionaire shall pay the City a percentage of the annual gross sales. Gross sales is defined as money generated by all of the Concessionaire's concession operations, before deductions of expenses.
- 4.34 Concessionaire shall conduct its business in a manner that is efficient and orderly and reflects credit upon both itself and the City. The Concessionaire shall perform as follows:
 - 4.34.1 Concessionaire shall not permit any defacing of the building(s), whether on the exterior or interior, or other City property by its employees.
 - 4.34.2 Permit no undue loitering by its employees.
 - 4.34.3 Permit no objectionable language by its employees.
- 4.35 If Concessionaire or its staff observes patrons or guests of the golf course acting in an offensive manner, including but not limited to items listed in 4.31, Concessionaire or its staff shall notify the Site Manager immediately.
- 4.36 Custodial requirements of the Concessionaire for the food-service concessions shall be in keeping with all laws, regulations, and health codes and permits, and shall include, at a minimum, daily activities of:

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- 4.36.1 The entire food-service concession area shall be kept clean and neat.
- 4.36.2 Clean all food-service concession counter-tops and tables
- 4.36.3 Empty and clean all food-service concessions trash receptacles and install new liners. Trash containers shall be closed with securely fitting lids and trash removed when containers become full.
- 4.36.4 Remove all waste from food-service concessions site and deposit in facility refuse container.
- 4.36.5 Vacuum and/or sweep all floor designated for all food-service concession business. Keep floors clean and free from flies, roached and other insects.
- 4.36.6 Clean food-service concessions storeroom(s) and keep neat at all times.
- 4.36.7 All items shall be performed as scheduled and repeated at greater frequency should weather, use, and litter require increased repetition to keep a clean appearance.
- 4.37 Concessionaire shall obtain all permits and licenses necessary to operate, manage and maintain the proposed business, and if applicable, to sell on the Premises (1) food and beverages, (2) merchandise related to, or consistent with, the Business, (3) goods and services in furtherance of the Business, and (4) upon approval of the City, alcoholic beverages.
- 4.38 Concessionaire shall comply with all City, County, State and Federal regulations and laws pertaining to the operation of the concession and particularly sanitary and health regulations pertaining to the preparation and service of food.
- 4.39 All health cards and permits shall be mounted in a conspicuous location.
- 4.40 Concessionaire is permitted and encouraged to engage in reasonable advertising, solicitation, and promotional activities to realize the full potential of the Concessions use. In the event this Contract terminates or expires, the Concessionaire is responsible for removal of business venture signage at its sole expense.
- 4.41 Concessionaire shall place no sign or advertisement upon any property of the City without obtaining written consent from the Contract Manager; and the City shall have the right to remove at the cost and expense of the Concessionaire, any sign or signs that are erected without the prior written consent of the City.
- 4.42 City Requirements:

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- 4.42.1 The City shall provide outdoor space for beverage cart storage and 110 voltage outlet.
- 4.42.2 The City will pay all utilities such as trash, air-conditioning, heating, water, recycling, site security, plumbing and electricity and pest management.
- 4.42.3 The City will provide Concessionaire access to a city facility dumpster.
- 4.42.4 The City will provide the kitchen space and 2 telephone lines.
- 4.42.5 City shall approve proposed concession equipment and furniture.
- 4.42.6 City will conduct site visits to monitor Concessionaire's performance in accordance with the contract.
- 4.42.7 The City shall be responsible for keeping clean the bathrooms and locker rooms.
- 4.43 City shall not be responsible under any circumstances for loss or damage to Concessionaire's supplies, materials, or to any improvements made to Concessionaire's Designated Areas or any other areas where Concessionaire performs food-service concession, or to any personal belongings of Concessionaire or Concessionaire's Personnel except to the extent allowed by law.
- 4.44 Neither the City nor Concessionaire shall be liable or responsible for any failure to furnish any services including electricity, gas, water, or drainage service, which failure is caused or brought about in any manner by an event of Force Majeure, the breakdown or failure of apparatus, equipment, or machinery employed in its supply of said services, any temporary stoppage for the repair, improvement, or enlargement thereof, or any act or condition beyond its reasonable control. Further, neither the City nor Concessionaire shall be liable or responsible for any consequential, economic or property loss or damage caused or brought about by any such occurrence.

5.0 CONCESSION PREMISES.

Laws and Regulations. Concessionaire may not use any part of the Premises or any building situated on them for any use or purpose that violates any applicable law, regulation, or ordinance of the United States, the State of Texas, the County of Travis, or the City of Austin, or other lawful authority with jurisdiction over the Premises.

6.0 SAFETY AND SECURITY.

Operate concession in accordance with golf course safety and security requirements.

7.0 RECORDS AND REPORTS.

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**OPERATION OF FOOD-SERVICE CONCESSIONS
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- 7.1 The Concessionaire shall submit to Contract Manager, by the 10th of each month the monthly fee and monthly concession revenue report from the preceding month.
- 7.2 The Concessionaire shall provide to the Contract Manager a copy of Internal Revenue Service Form 1040, Schedule C (Statement of Operations) pertaining specifically to concession income. The form shall be submitted to Contract Manager annually within seven days of filing with the IRS.
- 7.3 The Concessionaire shall submit to Contract Manager a copy of their regularly filed sales tax report within fifteen calendar days of filing the report.
- 7.4 Concessionaire agrees that it will pay any and all lawful taxes upon personal property and all other lawful taxes, income, Contractor Equipment, or operations of Concessionaire. Delinquency in paying any such tax may be cause for termination of this Contract.
- 7.5 Concessionaire shall maintain a separate accounting and records for its operations, including alcohol operations, in accordance with Generally Accepted Accounting Principles (GAAP). Concessionaire shall pay all costs and expenses connected with its operations when due.
- 7.6 Concessionaire shall maintain itemized records of all costs incurred and paid, including original invoices. Concessionaire shall also maintain all personnel files, payroll summaries, copies of payroll tax returns, Account deposit receipts and bank statements.
- 7.7 Concessionaire shall maintain full and accurate records of all operations and receipts, which records shall be in accordance with GAAP. The City or its authorized agents shall have the right to inspect such books or original entries and other related books, records or receipts, wherever located, at such reasonable times and as often as may be requested during the term of this Contract and, following the term of this Contract, for a period of three (3) years, or such further time as necessary to complete an audit should an audit last beyond three (3) years after the termination of this Contract for any reason.
- 7.8 All records must be kept on City facilities or at some other location mutually agreeable to the parties.

EXHIBITS

- Exhibit A Morris Williams Site Layout
- Exhibit B Morris Williams Kitchen/Food-Concessions Floor Plan

ATTACHMENT A: REVENUE PROPOSAL

RFP8600 SAP0001

OPERATION OF FOOD-SERVICE CONCESSIONS AT MORRIS WILLIAMS GOLF COURSE

Instructions to Proposer:

- The guaranteed minimum annual payment is a static(fixed) amount and may not be adjusted.
- Fill in the proposed percentage of gross sales Proposer will pay in addition to the guaranteed minimum annual payment. Evaluation of the percentage of gross sales shall be based on the average over the initial five (5) year contract term.

SECTION 1 -- GAURANTEED MINIMUM ANNUAL PAYMENT

DESCRIPTION	CONTRACT YEAR 1	CONTRACT YEAR 2	CONTRACT YEAR 3	CONTRACT YEAR 4	CONTRACT YEAR 5
Guaranteed minimum annual payment to the City (\$2,500 minimum monthly payment x 12 months)	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000

SECTION 2 -- PERCENTAGE OF GROSS SALES

DESCRIPTION	CONTRACT YEAR 1	CONTRACT YEAR 2	CONTRACT YEAR 3	CONTRACT YEAR 4	CONTRACT YEAR 5
% of annual gross sales paid to the City	%	%	%	%	%

COMPANY NAME: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

PRINTED NAME: _____

EMAIL ADDRESS: _____

Morris Williams Golf Course

Site of
New Pro Shop

EM FRANKLIN AVE

MANOR RD

LOVELL DR

WINDY BROOK DR

CEDAR POINT DR

MARLO DR

RIMROCK TRL

PECAN SPRINGS RD

TOUCHSTONE ST

E MARTIN LUTHER KING JR BLVD

SPRINGDALE RD

HEFLIN LN

JJ SEABROOK DR

VICTORIA DR

ASTOR PL

ELMIRA DR

LESLIE AVE

DELONEY ST

PEREZ ST

ADRIANE DR



Legend

2009 Aerial



Other City of Austin Parks



Morris Williams



















Creeks

Northeast District

3851 Manor Rd.

Legend

-  Drinking Fountains
-  Restrooms
-  Picnic Tables
-  Picnic Shelter
-  Special Purpose Pavilion
-  Benches
-  Parking Lots
-  Maintenance Facility
-  Pro Shop
-  Authorized Trails
-  Unauthorized Trails
-  Disc Golf Fairways
-  Regular Golf Fairways
-  Creeks and Drainage
-  Other City of Austin Parks
-  Morris Williams Golf Course

This map has been produced by the Parks and Recreation Department for the sole purpose of geographic reference. No warranty is made by the City of Austin regarding specific accuracy or completeness.

0 200 400
Feet



Morris Williams Golf Course

11 April 2011 AH

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
RFP 8600 SAP0001
OPERATION OF FOOD-SERVICE CONCESSIONS AT MORRIS WILLIAMS GOLF COURSE**

1.0 PROPOSAL FORMAT

Submit one (1) single-sided original, four (4) double-sided printed copies, and one (1) electronic version of the complete proposal on Compact Disc (CD). All documents on CD must be in PDF format.

The original and copies must be submitted on 8.5 x 11 paper and in a 3-ring binder. The original proposal must be clearly labeled as "original".

The one (1) original must include the original signature of the person authorized to sign on behalf of the Proposer.

Include in your proposal all documents as stated on page 2 of the Offer Sheet.

The proposal itself shall be organized in the following format and informational sequence:

- A. **Part I - Business Organization:** State full name and address of Proposer's organization and identify parent company if a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether Proposer operates as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.
- i. Business Status - Is proposer currently for sale or involved in any transaction to expand or acquire another business entity? If yes, explain organizational or directional impact.
 - ii. Past or pending litigation or claims against Proposer that would affect proposer's performance of managing, maintaining, and operating the Concession.
 - iii. Existence of any relationship between Proposer and any employee or officer of the City of Austin and Austin Parks and Recreation Department.
 - iv. Provide any additional information to assist in assessing Proposer's demonstrated capability and financial resources to provide the services described in this Request for Proposal (RFP).
- B. **Part II - Project Concept and Solution:** Define in detail Proposer's understanding of the requirement presented in the Scope of Work of this RFP and Proposer's solution. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal.
- i. Describe in detail Proposer's turnkey operation for food-service concession without the financial support, compensation, or investment, direct or in-kind, from the City. Proposal shall demonstrate Proposer's qualifications and ability to operate food-service concessions as set forth in item 4.0 of Section 0500, Scope

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OPERATION OF FOOD-SERVICE CONCESSIONS AT MORRIS WILLIAMS GOLF COURSE**

of Work. At a minimum, this section of the proposal shall include, but not be limited to:

- (a) Creative and innovative ideas resulting in a quality food concessions
- (b) Specific information on how the Proposer will enhance or increase business.
- (c) Proposer's customer service philosophy
- (d) Proposer's marketing and advertising plan specific to the food-service concessions. Submit marketing/ advertising material and details that support Proposer's plan.
- (e) Proposer's plan to maintain and monitor customer satisfaction
- (f) Proposers must provide a transition plan with their proposal. This transition plan should be a complete account of the steps that the Proposer will take to ensure that the Proposer will be able to open a fully-functioning food –service concessions no later than December 1, 2012. The transition plan should include a timeline which shows each of the steps to be accomplished and the approximate time to accomplish each step.
- (g) A statement of Proposer's 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).
- (h) Include a statement of Proposer's understanding and agreement to the requirements of this RFP as set forth in of Section 0500, Scope of Work.
- (i) Provide any other information and supporting documentation that demonstrates the Proposer's ability to perform all items detailed in Section 0500, Scope of Work.

C. Part III – Menu and Pricing

- i. Describe the type of food and beverage in detail that Proposer envisions offering throughout a calendar year and include information regarding pricing. Discuss what you have learned about items/categories that sell and those that do not in the Austin area and/or golf courses and the type of pricing that is effective.
- ii. Provide a proposed menu and prices for all items, including, but not limited to:
 - (a) Concession items
 - (b) Beverage items
 - (c) Golf Cart items
 - (d) A la carte items, combos, parties, snacks etc;
 - (e) Sample menus
- iii. Include copies of any relevant certificates and licenses.
- iv. Provide a description of the healthy options Proposer will offer, sustainable or environmentally-friendly practices, and the amount and types of foods which will be sourced from local producers/farmers.

**CITY OF AUSTIN
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PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
RFP 8600 SAP0001
OPERATION OF FOOD-SERVICE CONCESSIONS AT MORRIS WILLIAMS GOLF COURSE**

- v. Provide any other information and supporting documents that demonstrate the Proposer's ability to offer a food and beverage concessions for the Morris Williams golf course.

D. Part IV – Equipment and Furniture

- i. Include a list of equipment and furnishings that will be provided and used to successfully operate the concession and the plan to maintain the quality of the equipment.
- ii. Provide a detailed schedule of maintenance of both the premises and equipment.
- iii. Include a contingency plan to maintain optimal service in the event of an equipment failure or breakdown.
- iv. Provide a description of the snack and beverage cart; include pictures or sketches of cart. Describe how the snack and beverage cart will be maintained and serviced, frequency and time(s) of day it will be operated, and other supporting documentation.
- v. Proposer may include sketches, drawings, floor plans, layout design etc. of proposed food-service equipment which demonstrates the Proposer's ability to offer a food-service concession that meet or exceed the objectives of this RFP.

E. Part V – Personnel Qualifications, training, licenses, certifications

- i. Provide summary resumes for Proposer's proposed key personnel and subcontractors who will be providing services under the agreement, including their specific experiences with similar projects, and number of years of employment with Proposer. At a minimum, this section of the proposal shall include, but not be limited to:
 - (a) List of staffing and supervision
 - (b) Staff qualifications, training, certifications and licenses
 - (c) Detail number of staff that will work each shift
 - (d) Detail number of staff that will work during peak hours
 - (e) Description of the proposed uniforms
- ii. Include names and qualifications of all personnel who will be assigned to this concession. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title.
- iii. Provide any other information and supporting documents that demonstrate the Proposer's staff will be well trained and fully capable of providing food-service concessions that meet or exceed the objectives of this RFP.

F. Part VI – Premises:

- i. Provide sketches, layout design, floor plans and descriptions of Proposer's

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proposed operation.

G. Part VII - Management Structure:

- i. Plans for management and supervision during each shift, including the extent of each supervisor's responsibility.

H. Part VIII - Prior Experience: Describe your business entity's background and experience in providing services similar to this concession. If this is a new company, partnership, or joint venture formed for the operation of this concession, describe the background and qualifications of each of the partners or principals. **Note:** This section pertains to your business entity's PAST experience and CURRENT operations, not your PROPOSED operation for this concession.

- i. Years in business
- ii. Relevant past or ongoing projects
- iii. Past experience in managing similar management, maintenance, and operation revenue sharing agreements.
- iv. Provide a customer reference list of no less than five (5) organizations with which Proposer currently has contracts and/or to which Proposer has previously provided services (within the past five (5) years) of a type and scope similar to those required by this RFP. Proposer will include in its customer reference list, at a minimum, the customer's company name, contact person, telephone number, email address, project description, length of business relationship, and background of services provided by Proposer. If Proposer has previously contracted with City, Proposer may include such contract in its reference list but the City reference should be in addition to, and not one of, the five required references. See Section 0700, References.

I. Part IX - 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.

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J. **Part X - Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying:**

- i. The Austin City Council adopted Ordinance No. 20071206-045 on December 6, 2007, adding a new Article 6 to Chapter 2-7 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services exceeding \$5,000. During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the person designated in the Solicitation as the contact for questions and comments regarding the Solicitation.
- ii. 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.
- iii. The City requires Offerors submitting Offers on this Solicitation to provide a signed 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 (see the Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit included in the Solicitation).

K. **Part XI - 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.

L. **Part XII - 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.

M. **Part XIII - 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.

N. **Part XIV - Revenue Proposal:** Detail your proposed percentage of gross sales. Proposer shall submit proposed revenue as a total for each contract year. Proposed revenue shall be submitted on Attachment A.

2.0 EXCEPTIONS:

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

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3.0 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.

4.0 EVALUATION FACTORS AND AWARD

A. **Competitive Selection:** This procurement will comply with applicable City Policy. The successful Proposer will be selected by the City who provides the best operational value to the City. 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:**

**Proposed Concept and Solution
(35 Points)**

The proposed solution details Proposer's understanding of the requirement presented in the Scope of Work of this RFP, responsiveness to terms and conditions, and completeness and thoroughness of implementation of the concession. Demonstrates the required skills, knowledge, and ability for the concessions.

**Menu and Pricing
(15 Points)**

Proposal demonstrates the Proposer's understanding of the menu and pricing requirements set forth in the RFP.

**Proposed Equipment, Premises, and Furniture
(10 Points)**

Proposal demonstrates the Proposer's understanding of the equipment, premises, and furniture requirements set forth in the RFP.

**Demonstrated Company Experience, Personnel Qualifications, Training, Licenses, Certifications, and Management Structure
(15 Points)**

The Proposer demonstrates experience and quality in managing, maintaining, and operating a concession. Demonstrates the necessary business acumen in leading a profitable venture and has experience in the proposed concession.

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**Local Business Presence
(Maximum 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

**Revenue Proposal
(25 Points)**

Total projected Revenue to the City. The proposer with the highest overall projected revenue is awarded the maximum points; other proposers are awarded points on a pro-rated basis. Submit with Proposal the Revenue Proposal Sheet, Attachment A.

**Optional Interview
(25 Points)**

The City may in its sole discretion, elect to conduct interviews with all or a short list of the highest evaluated, most-qualified Proposers to facilitate selecting proposal(s) and may award up to a maximum of 25 points for the interview, thereby establishing 135 as the maximum total points available for proposals. If no interviews are conducted, the total maximum points available will be 110.

**CITY OF AUSTIN
PURCHASING OFFICE
"NO OFFER" REPLY FORM**

SOLICITATION NUMBER: RFP 8600 SAP0001

Please Complete and Return This Form to the following address to Indicate a "No Offer" Reply

City of Austin
Purchasing Office
P.O. Box 1088
Austin, Texas 78767-8845

(DO NOT RETURN ALONG WITH OFFER)

Please check the appropriate box to indicate why your firm is submitting a "no offer" response. Failure to respond to three (3) consecutive solicitations may result in your company being removed from the source list for this commodity or service. Completion of this form will assist us in maintaining an accurate, up-to-date source list.

COMMODITY CODE: 96115

DESCRIPTION: Concessions, Catering, Vending: Mobile and Station

- ☐ Unable to supply item(s) specified. Remove my company from the source list for the Commodity / Service Group
- ☐ Unable to supply item(s) specified. Retain my company on the vendor list for this commodity / service.
- ☐ Cannot meet the Scope of Work / Specifications.
- ☐ Cannot provide required Insurance.
- ☐ Cannot provide required Bonding.
- ☐ Job too small.
- ☐ Job too large.
- ☐ Do not wish to do business with the City. Remove my company from the City's Vendor list.
- ☐ Other reason (please state why you will not submit a bid):

Contractor's Name:

Street Address

City, State, Zip Code

Signature of Officer or
Authorized

Representative:

Date:

Printed Name:

Title



RECEIVED
2012 JUL 20 PM 3:04
CITY OF AUSTIN, TEXAS

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

FROM: Sharon Patterson, Senior Buyer
DATE: July 20, 2012

SUBJECT: Approval to use Zero Goals for Solicitation
Project Name: Food-Service Concessions at Morris Williams Golf Course
Commodity: 96115
Code(s):
Estimated Value: Revenue Contract

The Purchasing Office has determined that the following Goals are appropriate for this Commodity solicitation:

☒ No Goals (Goal of 0%)

This determination is based on the following reasons:

This solicitation will be bid by and awarded to a prime contractor. No subcontracting opportunities have been identified.

Per paragraph 8.2.1 of the Rules Governing the Minority and Women Owned Business Enterprise Procurement Program, please approve the use of the above goals by completing and returning the below endorsement. If you have questions, please call me at 974-2995.

☒ Approval is hereby granted to use the above Goals.

☐ Approval is hereby denied. Recommend the use of the following goals based on the below reasons:

a. Goals: _____% MBE _____% WBE

b. Subgoals _____% African American _____% Hispanic

_____% Native/Asian American _____% WBE

This determination is based on the following reasons:

There are no subcontracting opportunities.

for Stella Richardson-Kelly
Veronica Lara, Director

Date: 7/24/2012

cc: Lorena Resendiz