



Amendment No. 1
to
Contract No. NA190000067
for
APD Catering Services
between
LUCILLE'S CATERING, LLC
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the above-referenced contract. The extension option will be effective January 23, 2019 through January 22, 2020. There is one (1) additional option remaining on the contract.
- 2.0 The total contract amount is increased by \$19,500.00 by this extension option period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 1/23/2019 – 1/22/2020	\$19,500	\$19,500
Amendment No. 1: Option 1 - Extension 1/23/2020 – 1/22/2021	\$19,500	\$39,000

- 3.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 4.0 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 & Date:

Mertis Sells 10/14/19

Printed Name:

Authorized Representative

Lucille's Catering, LLC
1224 Acanthus St,
Pflugerville, TX 78660
lucillescateringonline@gmail.com
512-362-8985

Signature & Date:

Sarah Ramos 1.15.2020

Sarah Ramos
Procurement Specialist II

City of Austin
Central Purchasing Office
124 West 8th Street, Ste. 310
Austin, TX 78701

**CONTRACT BETWEEN THE CITY OF AUSTIN (“City”)
AND
LUCILLE'S CATERING, LLC (“Contractor”)
for
APD Catering Services
MA 8700 NA190000067**

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 Lucille’s Catering, LLC having offices at 1224 Acanthus St, Pflugerville, TX 78660 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 RFQ 8700 28436JF.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 The City’s Solicitation, Request for Quotation (RFQ), 8700 28436JF including all documents incorporated by reference
- 1.1.3 Lucille’s Catering, LLC’s Offer, dated December 23, 2018

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.

1.3.1 **Term of Contract.** The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of twelve (12) months. The Contract may be extended beyond the initial term for up to one (1) additional twelve (12) month period and one (1) additional six (6) month period at the City’s sole option.

1.3.1.1 If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.

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

1.3.1.3 This is a twelve (12) month Contract. Prices are firm for the first twelve (12) months.

- 1.4 **Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of \$19,500 for the initial Contract term, \$19,500 for the first extension option, and \$9,750 for the second extension option, for a total contract amount Not-to-Exceed \$48,750. Payment shall be made upon successful completion of services as outlined in each individual Delivery Order.
- 1.5 **Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

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 parties have caused a duly authorized representative to execute this Contract on the date set forth below.

LUCILLE'S CATERING, LLC

CITY OF AUSTIN

Mertis Sells

Printed Name of Authorized Person

Erin D'Vincent

Printed Name of Authorized Person

Mertis Sells

Signature

Erin D'Vincent

Signature

Executive Chef / Owner

Title:

Procurement Supervisor

Title:

1-23-19

Date:

1-23-19

Date:

Exhibit A – Proposed Menu

**EXHIBIT A
CITY OF AUSTIN
Food Catering Services**

BID NO.

RX NO. 870018121209159

DATE: 12/14/18

BUYER: Juanita Fonseca

ITEM NO.	ITEM DESCRIPTION	PROPOSED MENU
1	CPA CATERING SPRING 2019 SESSION 1, WEEK 1 PER SPECIFICATION	Spaghetti with meatballs, Garden salad, Garlic bread, Mini lemon Bundt cakes
2	CPA CATERING SPRING 2019 SESSION 2, WEEK 1 PER SPECIFICATION	Spaghetti with meatballs, Garden salad, Garlic bread, Mini lemon Bundt cakes
3	CPA CATERING SPRING 2019 SESSION 1, WEEK 2 PER SPECIFICATION	Chicken Alfredo biscuit bake, Spicy green beans, Tiramisu cookie cups
4	CPA CATERING SPRING 2019 SESSION 2, WEEK 2 PER SPECIFICATION	Chicken Alfredo biscuit bake, Spicy green beans, Tiramisu cookie cups
5	CPA CATERING SPRING 2019 SESSION 1, WEEK 3 PER SPECIFICATION	Enchilada casserole, Cilantro lime rice, Black beans, Churros
6	CPA CATERING SPRING 2019 SESSION 2, WEEK 3 PER SPECIFICATION	Enchilada casserole, Cilantro lime rice, Black beans, Churros
7	CPA CATERING SPRING 2019 SESSION 1, WEEK 4 PER SPECIFICATION	Sausage wraps, Potato salad, Baked beans, Peach cobbler cups
8	CPA CATERING SPRING 2019 SESSION 2, WEEK 4 PER SPECIFICATION	Sausage wraps, Potato salad, Baked beans, Peach cobbler cups
9	CPA CATERING SPRING 2019 SESSION 1, WEEK 5 PER SPECIFICATION	Chicken tostadas, Corn and black bean salad, Mexican wedding cookies
10	CPA CATERING SPRING 2019 SESSION 2, WEEK 5 PER SPECIFICATION	Chicken tostadas, Corn and black bean salad, Mexican wedding cookies
11	CPA CATERING SPRING 2019 SESSION 1, WEEK 6 PER SPECIFICATION	Dijon and ham rollups, Asparagus salad, Mini Italian cream cheese Bundt cakes
12	CPA CATERING SPRING 2019 SESSION 2, WEEK 6 PER SPECIFICATION	Dijon and ham rollups, Asparagus salad, Mini Italian cream cheese Bundt cakes
13	CPA CATERING SPRING 2019 SESSION 1, WEEK 7 PER SPECIFICATION	Lasagna, Parmesan garlic knots, Spinach salad, Banana pudding shots
14	CPA CATERING SPRING 2019 SESSION 2, WEEK 7 PER SPECIFICATION	Lasagna, Parmesan garlic knots, Spinach salad, Banana pudding shots
15	CPA CATERING SPRING 2019 SESSION 1, WEEK 8 PER SPECIFICATION	Pulled pork sandwiches, Tater tots, Broccoli coleslaw, Oatmeal cookies
16	CPA CATERING SPRING 2019 SESSION 2, WEEK 8 PER SPECIFICATION	Pulled pork sandwiches, Tater tots, Broccoli coleslaw, Oatmeal cookies
17	CPA CATERING SPRING 2019 SESSION 1, WEEK 9 PER SPECIFICATION	Chicken salad, Assorted chips, Fresh fruit
18	CPA CATERING SPRING 2019 SESSION 2, WEEK 9 PER SPECIFICATION	Chicken salad, Assorted chips, Fresh fruit
19	CPA CATERING SPRING 2019 SESSION 1, WEEK 10 PER SPECIFICATION	Pot roast, Mashed potatoes, Vegetable medley, Brownies
20	CPA CATERING SPRING 2019 SESSION 2, WEEK 10 PER SPECIFICATION	Pot roast, Mashed potatoes, Vegetable medley, Brownies
21	CPA CATERING SPRING 2019 SESSION 1, WEEK 11 PER SPECIFICATION	Jamaican jerk chicken bites, Confetti rice, Roasted broccoli, No bake cheesecake cups
22	CPA CATERING SPRING 2019 SESSION 2, WEEK 11 PER SPECIFICATION	Jamaican jerk chicken bites, Confetti rice, Roasted broccoli, No bake cheesecake cups
23	CPA CATERING SPRING 2019 SESSION 1, WEEK 12 PER SPECIFICATION	Mini meatloaves, Scaloped potatoes, Cabbage, Apple cobbler with ice cream
24	CPA CATERING SPRING 2019 SESSION 2, WEEK 12 PER SPECIFICATION	Mini meatloaves, Scaloped potatoes, Cabbage, Apple cobbler with ice cream
25	CPA CATERING SPRING 2019 SESSION 1, WEEK 13 PER SPECIFICATION	Herb roasted chicken, Mac & cheese, Spicy green beans, Assorted mini pies
26	CPA CATERING SPRING 2019 SESSION 2, WEEK 13 PER SPECIFICATION	Herb roasted chicken, Mac & cheese, Spicy green beans, Assorted mini pies



CITY OF AUSTIN, TEXAS
REQUEST FOR QUOTATION (RFQ)
OFFER SHEET

RFQ SOLICITATION NO: RFQ 8700 28436JF

COMMODITY/SERVICE DESCRIPTION: Catering Services
for APD Citizen Police Academy

DATE ISSUED: December 17, 2018

REQUISITION NO.: 870018121200159

COMMODITY CODE: 96115 & 9611544

QUOTE DUE PRIOR TO: January 4, 2019 before 3:00 PM,
Central Standard Time

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT THE FOLLOWING:**

Primary Contact: Albert Banda
Contract Management Specialist III
Austin Police Department
Phone: (512) 974-5273
E-Mail: Alberto.Banda@austintexas.gov

Secondary Contact: Juanita Fonseca
Contract Management Specialist III
Austin Police Department
Phone: (512) 974-5067
E-Mail: Juanita.Fonseca@austintexas.gov

SUBMIT YOUR QUOTE VIA E-MAIL OR FAX TO:

E-MAIL: Juanita.Fonseca@Austintexas.gov

Fax: (512) 974-5960

All vendors must be registered with the City prior to submitting a response to a City Solicitation.
Registration can be done through the City's on-line vendor registration system:
<http://www.austintexas.gov/departments/purchasing>

The vendor agrees, if this Offer is accepted within 90 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.

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

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

RFQ TABLE OF CONTENTS	PAGES
STANDARD PURCHASE DEFINITIONS - 0100	*
DEPARTMENT SOLICITATION INSTRUCTIONS – 0200D	*
STANDARD PURCHASE TERMS AND CONDITIONS-0300	*
SUPPLEMENTAL PURCHASE PROVISIONS- 0400D	3
SCOPE OF WORK OR SPECIFICATIONS-0500	4
QUOTE SHEET- 0600 (Complete and Return)	5
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NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION - 0800	2
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*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address:**

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

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Technical Issues Contact listed on the first page of this Offer Sheet. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be emailed or faxed to you.

Instructions to Respondents of this RFQ

Your quote must be submitted with this form and the documents indicated in the Table of Contents above. Items quoted must meet or exceed City of Austin Specifications. The City reserves the right to determine "or equal" status. Quotes may be withdrawn at any time prior to the official closing by written notification. Quotes may not be altered, amended or withdrawn after the official closing.

The City is exempt from Federal Excise and State Sales Tax; therefore, tax must not be included in the quoted price.

The City reserve the right to accept or reject, in part or whole, any quote submitted and to waive any minor technicalities that are in the best interest of the City.

All quotes must be submitted on FOB Destination basis, with all freight charges included in the item price.

Offers can either be faxed, emailed or mailed to the numbers or addresses listed in the solicitation.

Receipt of an Addendum must be acknowledged by signing and returning the Addendum with the Offer.

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

Company Name: Lucille's Catering, LLC

Company Address: 1224 Acanthus St.

City, State, Zip: Pflugerville, TX 78660

Federal Tax ID No.

Printed Name of Officer or Authorized Representative: Mertis Sells

Title: Owner/Executive Chef *LM*

Signature of Officer or Authorized Representative: Mertis Sells, Executive Chef

Date: 12/23/18

Email Address: lucillescateringonline@gmail.com

Phone Number: 512-362-8985

*** Completed Quote Sheet, must be submitted with this Offer Sheet to be considered for award.**

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

The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to Juanita Fonseca at Juanita.fonseca@austintexas.gov by December 20, 2018 @ 3:00 PM Central Standard Time (CST).

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

OR

PURInsuranceCompliance@austintexas.gov

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

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.

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- (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
 - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
3. **TERM OF CONTRACT:**
- A. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of twelve (12) months. The Contract may be extended beyond the initial term for one (1) twelve (12) month extension and one (1) 6 month extension at the City's sole option. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.
 - B. Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract. Any hold over period will not exceed 120 calendar days unless mutually agreed on by both parties in writing.
 - C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
 - D. Prices are firm and fixed for the first twelve (12) months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.
4. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

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5. DELIVERY REQUIREMENTS:

Address:	Scheduled Delivery Dates:
Austin Police Department Headquarters 715 E. 8 th Street Austin, Texas 78701	February 5,7,12,14,19,21,26,28 March 5,7,12,14,26,28 (Spring break class is off 19,21) April 2,4,9,11,16,18,23,25,30 May 2,7,9,14,15
Combined Transportation, Emergency, & Communications Center (CTECC) 5010 Old Manor Rd # 330 Austin, Texas 78723	February 26, & 28
Austin Police/Fire Department - Training Academy 4800 Shaw Lane Austin, Texas 78744	April 16, & 18

- A. The Contractor shall provide, with each class, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
- B. The Contractor shall confirm the quantity to be shipped on all orders within two (2) hours of notification by phone from the City.
- C. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).

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

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

Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Police Department, Financial Management
Attn:	Accounts payable
Address	P.O. Box 1629
City, State Zip Code	Austin, Texas 78767-1629

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

7. ECONOMIC PRICE ADJUSTMENT:

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12 months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary

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data at the time the price adjustment is requested. The requested price adjustment shall not exceed fifteen percent (15%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.

- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
- i. The following definitions apply:
- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
 - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
- (1) Utilize final Compilation data instead of Preliminary data
 - (2) If the referenced index is no longer available shift up to the next higher category index.
- iii. **Index Identification:** Complete table as they may apply.

Weight % of Base Price: 100%	
Database Name: Producer Price Index	
Series ID: pcu44531044531012	
<input checked="checked" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: United States	
Description of Series ID: Retailing of all other goods and sales of prepared foods	
This Index shall apply to the following items of the Bid Sheet: All	

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

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

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

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SUPPLEMENTAL PURCHASE PROVISIONS**

Equals the Adjusted Price

- F. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.
8. **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.
9. **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:

Juanita Fonseca

(512) 974-5067

Juanita.Fonseca@austintexas.gov

Scope of Work
SOLICITATION NO. RFQ 8700 28436JF
Description: Citizens Police Academy Catering Services

1.0 Purpose

The City of Austin Police Department (APD) seeks quotes from businesses, individuals, or other qualified Offerors to provide hot, ready-to-eat dinner meals to Citizens Police Academy (CPA) participants for the Spring and Fall Citizens Police Academy (CPA). Classes are generally conducted twice per week and the estimated number of attendees is 50 per class. The successful Offeror shall follow City Code: Austin City Food Code; Chapter 10-3.-Food and Food Handlers.

City reserves the right to make either an "all-or-none award" or a "split award" based on the proposed menu. If there is a split award, each Contractor shall be assigned to a specific meal service date. Award will be based on menu assortment and sample of food, if requested.

2.0 Background

The CPA is a thirteen-week program designed to offer the public working knowledge of APD. Each session consists of weekly classes that will convene primarily at APD Headquarters. Each session is comprised of a set of participants that will remain the same each week.

APD will conduct Spring and Fall sessions of the CPA twice a week beginning February 5, 2019 continuing through May 15, 2019, from 5:30 PM to 9:30 PM, Central time. Fall 2019 dates are to be determined.

APD is requesting quotes to provide a variety of cost effective menu options for (26) twenty-six class meetings. The annual budget for this project is \$10,000 per session with two sessions per year. The total value of the contract shall not exceed \$50,000.

Offerors shall furnish APD a proposed menu per Exhibit A. Food shall be buffet style. The awarded Contractor shall provide disposable containers to serve the food from or stay and clean up after the food is served. The City is not responsible for items left at the event.

3.0 Tasks/Requirements

3.1 Contractor's Responsibilities

- 3.1.1 Contractor shall prepare meals at a kitchen that meets the requirements of the Austin Public Health Department.
- 3.1.2 Contractor shall provide meals that meet USDA nutritional guidelines for a balanced meal. USDA Dietary Guidelines for Americans 2010 - <http://www.health.gov/dietaryguidelines/2010.asp>.
- 3.1.3 Contractor shall provide catering to accommodate an amount not to exceed 50 participants for each class of Session 1 and Session 2 of the CPA as scheduled below. City reserves the right to decrease quantity of participants at any time during the contract period, however, the minimum for any given meeting will be 30 meals.
- 3.1.4 Contractor shall propose a variety of menu options to be prepared and delivered in disposable food containers (i.e. foil, paper, plastic, or foam) for self-service by class participants.
- 3.1.5 Dinner options shall include hot and cold items.
- 3.1.6 Contractor shall provide plastic utensils (spoon, fork, and knife) and paper napkins for each class.

- 3.1.7 Contractor shall provide the City with one point of contact for the duration of the contract that has the authority to discuss and change services under these specifications.
- 3.1.8 Contractor shall provide communications within 24 hours with City staff by email for discussions pertaining to meal service logistics.
- 3.1.9 Contractor shall hold and maintain throughout the term of this contract any and all permits, licensures and certificates as required by Texas State Law.
- 3.1.10 Contractor shall deliver food no later than 4:45 PM, Central time on the day of each scheduled session.
- 3.1.11 Contractor shall deliver to the following locations on the scheduled dates as listed below. Additional dates and locations will be added as necessary.

Address:	Scheduled Dates:
Austin Police Department Headquarters 715 E 8 th Street Austin, Texas 78701	February 5,7,12,14,19,21,26,28 March 5,7,12,14,26,28 (Spring break class is off 19,21) April 2,4,9,11,16,18,23,25,30 May 2, 7,9,14, 15
Combined Transportation, Emergency, & Communications Center (CTECC) 5010 Old Manor Rd # 330 Austin, Texas 78723	February 26, & 28
Austin Police/Fire Department - Training Academy 4800 Shaw Lane Austin, Texas 78744	April 16, & 18

- 3.1.2 Contractor shall provide sufficient staff to set-up, serve, and clean. Contractor shall clean up and remove all trash to an appropriate off-site location.
- 3.1.3 Contractor staff shall have a valid food handler's permit on file and ready to present if required to do so.
- 3.1.4 Contractor shall provide an all-inclusive price per person for a meal which must include, at a minimum the list below. No fees will be paid separately.
 - a. Food costs
 - b. Meal preparation
 - c. Delivery and transportation
 - d. Meal service
 - e. Staffing
 - f. Utensils and paper products
 - g. Service supplies
 - h. Site cleaning and cleaning supplies
 - i. Garbage removal.
- 3.1.5 In the event a Contractor needs to make changes to a scheduled meal service event, including meal service cancellation, the Contractor shall notify the Contract Manager or designee a minimum of three (3) business days prior to the scheduled event. The Contractor may contact the Contract Manager or designee by email, phone, or text message. The City will provide a written response with acknowledgement and/or approval.
- 3.1.6 If the Contractor fails to notify the Contract Manager or designee of a

cancellation a minimum of three (3) business days prior to a scheduled event, the City reserves the right to find an alternative meal provider and charge the Contractor the difference.

4.2 City's Responsibilities

- 4.2. 1 City will provide all tables and chairs and a single hand washing sink in the serving area.
- 4.2. 2 City will provide beverages and glassware during all sessions.
- 4.2. 3 City will provide the Contractor a primary City point of contact for the duration of the contract.
- 4.2. 4 The City will provide the Contractor with written notice at least five (5) business days prior to meal service regarding number of attendees.
- 4.2. 5 In the event the City needs to cancel a scheduled meal service event, the City will notify the Contractor in writing a minimum of twenty-four (24) hours prior to the scheduled event.
- 4.2. 6 If the City fails to notify the Contractor of a cancellation a minimum of twenty-four (24) hours prior to a scheduled event, the Contractor may invoice the City for the cost of prepared or soiled food purchased for the scheduled event. The Contractor shall provide documentation including receipts and pictures as a minimum.

5.0 Appendices/Exhibits

Exhibit A – Proposed weekly Menu

**EXHIBIT A
CITY OF AUSTIN
Food Catering Services**

BID NO.

RX NO. 870018121200159

DATE: 12/14/18

BUYER: Juanita Fonseca

ITEM NO.	ITEM DESCRIPTION	PROPOSED MENU
1	CPA CATERING SPRING 2019 SESSION 1, WEEK 1 PER SPECIFICATION	Spaghetti with meatballs, Garden salad, Garlic bread, Mini lemon Bundt cakes
2	CPA CATERING SPRING 2019 SESSION 2, WEEK 1 PER SPECIFICATION	Spaghetti with meatballs, Garden salad, Garlic bread, Mini lemon Bundt cakes
3	CPA CATERING SPRING 2019 SESSION 1, WEEK 2 PER SPECIFICATION	Chicken Alfredo biscuit bake, Spicy green beans, Tiramisu cookie cups
4	CPA CATERING SPRING 2019 SESSION 2, WEEK 2 PER SPECIFICATION	Chicken Alfredo biscuit bake, Spicy green beans, Tiramisu cookie cups
5	CPA CATERING SPRING 2019 SESSION 1, WEEK 3 PER SPECIFICATION	Enchilada casserole, Cilantro lime rice, Black beans, Churros
6	CPA CATERING SPRING 2019 SESSION 2, WEEK 3 PER SPECIFICATION	Enchilada casserole, Cilantro lime rice, Black beans, Churros
7	CPA CATERING SPRING 2019 SESSION 1, WEEK 4 PER SPECIFICATION	Sausage wraps, Potato salad, Baked beans, Peach cobbler cups
8	CPA CATERING SPRING 2019 SESSION 2, WEEK 4 PER SPECIFICATION	Sausage wraps, Potato salad, Baked beans, Peach cobbler cups
9	CPA CATERING SPRING 2019 SESSION 1, WEEK 5 PER SPECIFICATION	Chicken tostadas, Corn and black bean salad, Mexican wedding cookies
10	CPA CATERING SPRING 2019 SESSION 2, WEEK 5 PER SPECIFICATION	Chicken tostadas, Corn and black bean salad, Mexican wedding cookies
11	CPA CATERING SPRING 2019 SESSION 1, WEEK 6 PER SPECIFICATION	Dijon and ham rollups, Asparagus salad, Mini Italian cream cheese Bundt cakes
12	CPA CATERING SPRING 2019 SESSION 2, WEEK 6 PER SPECIFICATION	Dijon and ham rollups, Asparagus salad, Mini Italian cream cheese Bundt cakes
13	CPA CATERING SPRING 2019 SESSION 1, WEEK 7 PER SPECIFICATION	Lasagna, Parmesan garlic knots, Spinach salad, Banana pudding shots
14	CPA CATERING SPRING 2019 SESSION 2, WEEK 7 PER SPECIFICATION	Lasagna, Parmesan garlic knots, Spinach salad, Banana pudding shots
15	CPA CATERING SPRING 2019 SESSION 1, WEEK 8 PER SPECIFICATION	Pulled pork sandwiches, Tater tots, Broccoli coleslaw, Oatmeal cookies
16	CPA CATERING SPRING 2019 SESSION 2, WEEK 8 PER SPECIFICATION	Pulled pork sandwiches, Tater tots, Broccoli coleslaw, Oatmeal cookies
17	CPA CATERING SPRING 2019 SESSION 1, WEEK 9 PER SPECIFICATION	Chicken salad, Assorted chips, Fresh fruit
18	CPA CATERING SPRING 2019 SESSION 2, WEEK 9 PER SPECIFICATION	Chicken salad, Assorted chips, Fresh fruit
19	CPA CATERING SPRING 2019 SESSION 1, WEEK 10 PER SPECIFICATION	Pot roast, Mashed potatoes, Vegetable medley, Brownies
20	CPA CATERING SPRING 2019 SESSION 2, WEEK 10 PER SPECIFICATION	Pot roast, Mashed potatoes, Vegetable medley, Brownies
21	CPA CATERING SPRING 2019 SESSION 1, WEEK 11 PER SPECIFICATION	Jamaican jerk chicken bites, Confetti rice, Roasted broccoli, No bake cheesecake cups
22	CPA CATERING SPRING 2019 SESSION 2, WEEK 11 PER SPECIFICATION	Jamaican jerk chicken bites, Confetti rice, Roasted broccoli, No bake cheesecake cups
23	CPA CATERING SPRING 2019 SESSION 1, WEEK 12 PER SPECIFICATION	Mini meatloaves, Scaloped potatoes, Cabbage, Apple cobbler with ice cream
24	CPA CATERING SPRING 2019 SESSION 2, WEEK 12 PER SPECIFICATION	Mini meatloaves, Scaloped potatoes, Cabbage, Apple cobbler with ice cream
25	CPA CATERING SPRING 2019 SESSION 1, WEEK 13 PER SPECIFICATION	Herb roasted chicken, Mac & cheese, Spicy green beans, Assorted mini pies
26	CPA CATERING SPRING 2019 SESSION 2, WEEK 13 PER SPECIFICATION	Herb roasted chicken, Mac & cheese, Spicy green beans, Assorted mini pies

Section 0700: Reference Sheet

Responding Company Name Lucille's Catering, LLC

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1. Company's Name Pflugerville Chamber of Commerce
Name and Title of Contact Shontel Mays CEO
Project Name Monthly luncheons
Present Address P.O. Box 483
City, State, Zip Code Pflugerville, TX 78660
Telephone Number (512) 251-7799 Fax Number (512) 251-7802
Email Address shontel@pfchamber.com
2. Company's Name Metro Optics
Name and Title of Contact Steve Webber Owner
Project Name Annual Thanksgiving luncheons
Present Address 15802 Vision Dr.
City, State, Zip Code Pflugerville, TX 78660
Telephone Number (512) 251-2382 Fax Number (512) 251-6554
Email Address sjwebb@metro-optics.com
3. Company's Name University of Texas
Name and Title of Contact Karl Spencer Event Programs Coordinator
Project Name Annual MLK Celebration luncheons
Present Address 300 W. Martin Luther King Blvd Stop B6004
City, State, Zip Code Austin, TX 78712-1269
Telephone Number (512) 471-9452 Fax Number (512) 471-4131
Email Address karl.spencer@mcombs.utexas.edu

**BID SHEET
CITY OF AUSTIN
Food Catering Services**

BID NO.

RX NO. 870018121200159

DATE: 12/14/18

BUYER: Juanita Fonseca

Copies of Bid: Vendor must submit two copies of its signed bid - one original and one copy. Special Instructions: Be advised that exceptions taken to any portion of the solicitations may jeopardize acceptance of the bid.

Special Instructions: This is a solicitation for a 12 month service agreement for Food Catering services for the Austin Police Department with an option to extend for up to four (4) additional twelve (12) month periods, subject to the approval of the City Manager or Designee and the Supplier.

The quantities shown are merely estimates, the City reserves the right to purchase more or less than the quantities shown.

Upon expiration of the initial term or period of extension, contractor agrees to hold over the terms and conditions of this contract for such period of time as is necessary to resolicit.

Bidder shall provide, in writing with quote, any and all exceptions taken to City of Austin Standard Purchase Terms and Conditions and or Purchase Specifications.

ITEM NO.	ITEM DESCRIPTION	ANNUAL ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
1	CPA CATERING SPRING 2019	2,600	EA	\$ 3.75	\$ 9,750
2	CPA CATERING FALL 2019	2,600	EA	\$ 3.75	\$ 9,750
TOTAL BID				\$ 7.50	\$ 19,500

VENDOR CAN COMPLY WITH DELIVERY REQUIREMENTS AS STATED IN THE ATTACHED SPECIFICATION: YES ☒ NO ☐

COMPANY NAME: Lucille's Catering, LLC

SIGNATURE OF AUTHORIZED REPRESENTATIVE: Mertis Sells, Executive Chef

PRINTED NAME: Mertis Sells

EMAIL ADDRESS: lucillescateringonline@gmail.com

City of Austin, Texas
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas
Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (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, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office 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, 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 City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

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

City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation 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.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

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 and non-retaliation 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 THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy 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 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, 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 payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 23 day of December, 2018

CONTRACTOR
Authorized
Signature

Lucille's Catering, LLC

Mertis Sells

Title

Owner/Executive Chef

City of Austin, Texas
Section 0805
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. 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:

Lucille's Catering, LLC

Signature of Officer or
Authorized
Representative:

Mertis Sells

Date: 12/23/18

Printed Name:

Mertis Sells

Title

Owner/Executive Chef

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

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

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

Answer: Resident Bidder

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

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

Answer: _____ Which State: _____

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

Answer: _____

Bidder's Name: Lucille's Catering, LLC

Signature of Officer or
Authorized
Representative:

Mertis Sells

Date: 12/23/18

Printed Name:

Mertis Sells

Title

Owner/Executive Chef

CITY OF AUSTIN
PURCHASING OFFICE SOLICITATION

NO.

Scope of Work

I. Purpose

The City of Austin Police Department is seeking offers of a price per meal from properly permitted restaurants, vendors and catering companies to provide a hot, ready-to-eat meal service at the Austin Police Department Headquarters (APD) twice per week.

II. Background

The Austin Police Department (City) will be conducting two Spring and two Fall sessions of the Citizen Police Academy (CPA), twice a week beginning February 5, 2019 and continuing through May 15, 2019, from 5:30PM to 9:30PM. The date's for the Fall of 2019 are to be determined. The Citizen Police Academy is a thirteen-week program designed to offer the public a working knowledge of the Austin Police Department. Each session consists of weekly classes that will convene primarily at Austin Police Headquarters. Each session is comprised of a separate set of participants that will remain the same each week. The instruction is comprehensive and separate areas of the Department will be covered each week.

The City is requesting quotes from local restaurants and catering services (Contractor) to provide a variety of cost effective menu options for (26) twenty-six class meetings per the below schedule and specifications. **The budget for this project is \$10,000.00 per session).**

III. Scope of Work

Contractor shall deliver to the following locations on the scheduled dates as listed below. Additional locations may be added as necessary.

Initial Term:	February 5, 2019 thru May 15, 2019, and September 2019 through December 2019, time and dates to be determined.
Optional Term No. 1 - 4: Four/Twelve month options to extend	February, 2020 thru December 2023, time and dates to be determined.
Service Frequency:	2 days per week (Tuesday, and Thursday) at 5:30PM
Number of Persons:	50
Delivery Location:	Austin Police Department, 715 east 8 th street, Austin, TX 78701
	Combined Transportation, Emergency, & Communications Center (CTECC)5010 Old

	Manor Rd # 330, Austin, Texas 78723
	Austin Police/Fire Department –Training Academy 4800 Shaw Lane Austin, Texas 78744
Contact:	Officer Surei Scanlon, (512) 974-9204

2018 CPA Fall Catering Schedule

Week	Session 1	Session 2	Proposed Menu
Week 1	Tuesday, 50 participants	Thursday, 50 participants	
Week 2	Tuesday, 50 participants	Thursday, 50 participants	
Week 3	Tuesday, 50 participants	Thursday, 50 participants	
Week 4	Monday, 50 participants	Thursday, 50 participants	
Week 5	Tuesday, 50 participants	Thursday, 50 participants	
Week 6	Tuesday, 50 participants	Thursday, 50 participants	
Week 7	Tuesday, 50 participants	Thursday, 50 participants	
Week 8	Tuesday, 50 participants	Thursday, 50 participants	
Week 9	Monday, 50 participants	Thursday, 50 participants	
Week 10	Tuesday, 50 participants	Thursday, 50 participants	
Week 11	Tuesday, 50 participants	Thursday, 50 participants	
Week 12	Tuesday,	Thursday,	

	50 participants	50 participants	
Week 13	Tuesday, 50 participants	Thursday, 50 participants	

A. Vendor Requirements:

1. Vendor shall prepare meals at a kitchen that meets the requirements of the Austin/Travis County Health and Human Services Department.
2. Vendor shall provide meals that meet USDA nutritional guidelines for a balanced meal. USDA Dietary Guidelines for Americans 2010 - <http://www.health.gov/dietaryguidelines/2010.asp>.
3. Contractor shall provide catering to accommodate an amount not to exceed 50 participants for each class of Session 1 and Session 2 of the CPA as scheduled above. City reserves the right to decrease quantity of participants at any time during the contract period, however, the minimum for any given meeting will be 30 meals.
4. Contractor shall propose a variety of menu options to be prepared and delivered in disposable food containers (i.e. foil, paper, plastic, or foam) for self-service by class participants.
5. Contractor shall provide plastic utensils (spoon, fork, and knife) and paper napkins for each class.
6. Contractor shall provide the City with one point of contact for the duration of the contract that has the authority to discuss and change services under these specifications.
7. Contractor shall provide prompt communications (within 24 hours) with City staff by email for discussions pertaining to meal service logistics.
8. Contractor shall hold and maintain throughout the term of this contract any and all permits, licenses and certificates as required by Texas State Law.
9. Contractor shall prepare meals in a location that meets the requirements of the Austin/Travis County Health and Human Services Department.
10. Contractor shall deliver food no later than 4:45pm on the day of each scheduled session.
11. Vendor shall provide sufficient staff to set-up, serve, and clean.
12. Vendor staff shall have a valid food handler's permit on file.
13. Vendor shall provide and set up any and all equipment required to keep food warm or cold in preparation for serving.
14. Vendor shall clean up and remove all trash to an appropriate off-site location.
15. Vendor shall provide an all-inclusive price per person for a meal which must include, but is not limited to, the following:

- a. Food costs
- b. Meal preparation
- c. Delivery and transportation
- d. Meal service
- e. Staffing
- f. Utensils and paper products
- g. Service supplies
- h. Site cleaning and cleaning supplies
- i. Garbage removal.

16. Vendor shall provide prompt communications (within 24 hours) with City staff by email.

17. The selected vendor(s) shall be a registered vendor with the City of Austin. Purchasing Office to receive a contract award. If the vendor is not a 'registered' vendor with the City of Austin, vendor shall be responsible for contacting (512) 974-2500, Vendor Registration Section, in order to set up registration prior to contract agreement.

18. In the event a Contractor needs to make changes to a scheduled meal service event, including meal service cancellation, the Contractor shall notify the Contract Manager or designee a minimum of three (3) business days prior to the scheduled event. The Contractor may contact the Contract Manager or designee by email, fax, phone, or text message. The City will provide a written (i.e. email) response with acknowledgement and/or approval.

- If the Contractor fails to notify the Contract Manager or designee of a cancellation a minimum of three (3) business days prior to a scheduled event, the City reserves the right to find an alternative meal provider and charge the Contractor the difference between the Contract

B. City Requirements:

1. City will provide all tables and chairs and a single hand washing sink in the serving area.
2. City will provide beverages and glassware during all sessions.
3. City will provide the Contractor a primary City point of contact for the duration of the contract.
4. City reserves the right to make either an "all-or-none award" or a "split award" based on the proposed menu and individual line item pricing offered. If there is a "split award", each Contractor shall be assigned to a specific meal service date. The City will provide the vendor with written notice at least five business days prior to meal service regarding number of attendees.
5. In the event the City needs to cancel a scheduled meal service event, the City will notify the Contractor in writing a minimum of 24 hours prior to the scheduled event.

If the City fails to notify the Contractor of a cancellation a minimum of 24 hours prior to a scheduled event, the Contractor may invoice the City for the cost of prepared or soiled food purchased for the

scheduled event. The Contractor shall provide documentation including receipts and pictures as a minimum.

6. City may select more than one vendor for this term. If so, each vendor will be assigned to specific meal service dates.

C. Menu:

Vendors must provide three (3) sample menus:



ADENDUM NO. 1

RFQ #870028436AB to purchase Catering Services for CPA Spring & Fall 2019
DATED 11/07/2018

1. The RFQ870028436AB has been updated to include changes to section 2.0 Contractor Responsibilities section 2.10, and section 3.0 City Responsibilities, adding 3.16.
2. All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, Addendum No. 1 is hereby incorporated and made a part of the above referenced quote.

APPROVED BY: Albert Banda

ACKNOWLEDGED _____
Bidder Signature Date

ZACH

T H E A T R E

Preferred Vendors: ZACH has selected preferred vendors to help with catering service to ensure the best experience possible. We ask that you use these catering teams. Outside vendors fee may apply for other catering teams.

Dagars Catering/DNA Events

www.dagarscatering.com | info@dagarscatering.com | 512.452.3333

Gusto Italian Kitchen

www.gustoitaliankitchen.com | info@gustoitaliankitchen.com | 512. 458.1100

Kurant Events

www.kurantevents.com | carrie@kurantevents.com | 512.206.0610

Pink Avocado

www.pinkavocadocatering.com | info@pinkavocadocatering.com | 512-474-2963

Vanilla Orchid

www.thevanillaorchid.com/ | customerservice@thevanillaorchid.com | 512-610-2134

zach

T H E A T R E

Recommended Vendors: Suggested vendors but not required. These vendors have worked in our space and they are familiar with our requirements. We highly recommend using these vendors.

Marquee: Tents and Furniture

www.marqueetents.com | ann@marqueeventgroup.com | 512-491-7441

Whim Event Rentals: Tent and Furniture

www.whimeventrentals.com | laura@whimhospitalitygroup.com | 512-491-7441

WERD Productions: Tech support

www.thewerdcompany.com | drew@thewerdcompany.com | 512-537-9373

Ilios Lighting: lighting support

www.ilioslighting.com | crankshaw@ilioslighting.com | 512-440-7045

Big House Sound: additional support outside of theatre spaces)

www.bighousesound.com | scot@bighousesound.com | 512-443-0019

David Kurio: Floral

www.davidkuriodesigns.com | davidkurio@sbcglobal.net | 512-929-8807

Charles Quinn: Photography

www.cquinnphoto.com | Charles@cquinnphoto.com | 512-627-2428

Music Suggestions

DJ Gatsby Jon Simon | 516-967-5138 | djgatsby@gmail.com

Marcus Graf Jazz Trio or Quartet | 512-413-6637 | marcusmgraf@yahoo.com

Margaret Wright Singer | margaretwright9753@hotmail.com

Laura Benedict Scott Lounge Singer | laurabenedictscott@gmail.com

Rebecca Schoolar Jafari Lounge Singer | rebschiaf@aol.com

Dan McMurrough Piano and Singer | dan@danthepianoplayer.com

Jamie Hilboldt Piano and Singer | jamie.hilboldt@gmail.com



AUSTIN POLICE DEPARTMENT

REQUEST FOR QUOTATION
RFQ870028436AB
CITIZEN POLICE ACADEMY Spring/Fall of 2019 CATERING

Due Date and Time:
11/13/2018 @ 4:00pm

For further information contact: Alberto Banda at (512) 974-5273

INSTRUCTIONS TO BIDDERS

Quotes are solicited for furnishing the merchandise, supplies, services and/or equipment set forth. Completed Quote must be received in the Purchasing Office prior to the stated date and time. **Quotes must be faxed to 512-974-5960 or e-mailed to Alberto.banda@austintexas.gov addressed to the attention of Alberto Banda City of Austin.** Late quotes will not be considered for award unless bidders are notified otherwise. Quotes may be withdrawn at any time prior to the official opening by written notification. Quotes may not be altered, amended or withdrawn after the official closing.

City of Austin Standard Terms and Conditions Shall Apply

The Standard Purchase Definitions (Section 0100), Solicitation Instructions (Section 0200), and Purchase Terms and Conditions (Section 0300) are hereby incorporated by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these documents are available, upon request, in the City of Austin Purchasing Office 124 W. 8th Rm 308, Austin, TX 78701, (512) 974-2500 and on the Internet at web site <http://www.ci.austin.tx.us/purchase/default.htm>.

The City is exempt from Federal Excise and State Sales Tax; therefore, tax must not be included in the quote price.

The City reserves the right to accept or reject in part or whole any quote submitted, and to waive any technicalities for the best interest of the City. The City reserves the right to make either an "all-or-none award" or a "split award" based on the individual line item pricing offered.

Your quote must be submitted on this form. Items quoted must meet or exceed City of Austin specifications. The City reserves the right to determine "or equal" status.

All quotes shall be submitted on an FOB Destination basis, with all freight charges included in the item price. All offers shall be valid for a period of 90 calendar days.

**CITY OF AUSTIN
SPECIFICATION
FOR
AUSTIN POLICE DEPARTMENT
CITIZENS POLICE ACADEMY CATERING**

1.0 Introduction

The Austin Police Department (City) will be conducting two Spring & Fall sessions of the Citizen Police Academy (CPA), twice a week beginning in the Spring, February 5, 2019 and continuing through May 15, 2019, from 5:30PM to 9:30PM. The 2019 Fall session dates are to be determined, sometime in September thru December. The Citizen Police Academy is a thirteen-week program designed to offer the public a working knowledge of the Austin Police Department. Each session consists of weekly classes that will convene primarily at Austin Police Headquarters. Each session is comprised of a separate set of participants that will remain the same each week. The instruction is comprehensive and separate areas of the Department will be covered each week.

The City is requesting quotes from local restaurants and catering services (Contractor) to provide a variety of cost effective menu options for (26) twenty-six class meetings per the below schedule and specifications.

2018 CPA Fall Catering Schedule

Week	Session 1	Session 2	Proposed Menu
Week 1	Tuesday, 50 participants	Thursday, 50 participants	
Week 2	Tuesday, 50 participants	Thursday, 50 participants	
Week 3	Tuesday, 50 participants	Thursday, 50 participants	
Week 4	Tuesday, 50 participants	Thursday, 50 participants	
Week 5	Tuesday, 50 participants	Thursday, 50 participants	
Week 6	Tuesday, 50 participants	Thursday, 50 participants	
Week 7	Tuesday, 50 participants	Thursday, 50 participants	
Week 8	Tuesday, 50 participants	Thursday, 50 participants	
Week 9	Tuesday, 50 participants	Thursday, 50 participants	
Week 10	Tuesday, 50 participants	Thursday, 50 participants	
Week 11	Tuesday, 50 participants	Thursday, 50 participants	
Week 12	Tuesday, 50 participants	Thursday, 50 participants	
Week 13	Tuesday, 50 participants	Wednesday, 50 participants	

2.0 Contractor Responsibilities

- 2.1 Contractor shall provide catering to accommodate an amount not to exceed 50 participants for each class of Session 1 and Session 2 of the CPA as scheduled above. City reserves the right to decrease quantity of participants at any time during the contract period, however, the minimum for any given meeting will be 30 meals.

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- 2.2 Contractor shall propose a variety of menu options to be prepared and delivered in disposable food containers (i.e. foil, paper, plastic, or foam) for self-service by class participants.
- 2.3 Contractor shall provide plastic utensils (spoon, fork, and knife) and paper napkins for each class.
- 2.4 Contractor shall provide the City with one point of contact for the duration of the contract that has the authority to discuss and change services under these specifications.
- 2.5 Contractor shall provide prompt communications (within 24 hours) with City staff by email for discussions pertaining to meal service logistics.
- 2.6 Contractor shall hold and maintain throughout the term of this contract any and all permits, licensures and certificates as required by Texas State Law.
- 2.7 Contractor shall prepare meals in a location that meets the requirements of the Austin/Travis County Health and Human Services Department.
- 2.8 Contractor shall deliver food no later than 4:45pm on the day of each scheduled session.
- 2.9 Contractor shall provide an all-inclusive price per person on the bid sheet which must include, but is not limited to, the following:
 - 2.9.1 Food costs
 - 2.9.2 Meal preparation
 - 2.9.3 Transportation and Delivery
 - 2.9.4 Gratuity
- 2.10 Contractor shall deliver to the following locations on the scheduled dates as listed below. Additional locations may be added as necessary.

Address:	Scheduled Delivery Dates:
Austin Police Department Headquarters 715 E. 8 th Street Austin, Texas 78701	February 5,7,12,14,19,21,26,28 March 5,7,12,14,26,28 (Spring break class is off 19,21) April 2,4,9,11,16,18,23,25,30 May 2, 7,9,14, 15
Combined Transportation, Emergency, & Communications Center (CTECC) 5010 Old Manor Rd # 330 Austin, Texas 78723	February 26, & 28
Austin Police/Fire Department - Training Academy 4800 Shaw Lane Austin, Texas 78744	April 16, & 18

3.0 City Responsibilities

- 3.1 City will provide the Contractor with written notice at least five (5) business days prior to delivery confirming number of attendees. City guarantees payment for a minimum of 30 meals for each meeting.
- 3.2 City will provide beverages and glassware during all sessions.
- 3.3 City will provide tables and chairs in the serving area.
- 3.4 City will provide the Contractor a primary City point of contact for the duration of the contract.

- 3.5 City reserves the right to make either an “all-or-none award” or a “split award” based on the proposed menu and individual line item pricing offered. If there is a “split award”, each Contractor shall be assigned to a specific meal service date.

4.0 **Invoices and Payment** (reference paragraphs 12 and 13 in Section 0300)

- 4.1 Invoices shall contain a non-duplicated invoice number and the information required in Section 0300, paragraph 12, entitled “Invoices.” Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Police Department
Attn:	Financial Services
Address	P. O. Box 1629
City, State Zip Code	Austin, Texas, 78767-1629

Or e-mailed to apdaccountspayable@austintexas.gov

5.0 **Quote Format**

- 5.1 Define in detail your understanding of the requirements presented in this request for quote. Provide all details as required in the specification and any additional information you deem necessary for the City to evaluate your quote.
- 5.2 Quote documents are to be submitted prior to the quote close date and time of, **November 13, 2018 at 4:00PM** and as directed in the bidder instructions.

6.0 **Quote Award**

- 6.1 Quote award will be contingent upon variety of proposed menu and menu pricing.

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REQUEST FOR QUOTATION – THIS IS NOT AN ORDER

RFQ #870028436AB - Due Date and Time: 11/13/18 @ 4:00pm

Submit responses via email to Alberto.banda@austintexas.gov
or by fax to: Alberto Banda at (512) 974-5960

Item #	Description	Quantity	Unit	Unit Price	Total Price
1	CPA CATERING SPRING 2019 SESSION 1, WEEK 1 PER SPECIFICATION	50	EA	\$ _____	\$ _____
2	CPA CATERING SPRING 2019 SESSION 2, WEEK 1 PER SPECIFICATION	50	EA	\$ _____	\$ _____
3	CPA CATERING SPRING 2019 SESSION 1, WEEK 2 PER SPECIFICATION	50	EA	\$ _____	\$ _____
4	CPA CATERING SPRING 2019 SESSION 2, WEEK 2 PER SPECIFICATION	50	EA	\$ _____	\$ _____
5	CPA CATERING SPRING 2019 SESSION 1, WEEK 3 PER SPECIFICATION	50	EA	\$ _____	\$ _____
6	CPA CATERING SPRING 2019 SESSION 2, WEEK 3 PER SPECIFICATION	50	EA	\$ _____	\$ _____
7	CPA CATERING SPRING 2019 SESSION 1, WEEK 4 PER SPECIFICATION	50	EA	\$ _____	\$ _____
8	CPA CATERING SPRING 2019 SESSION 2, WEEK 4 PER SPECIFICATION	50	EA	\$ _____	\$ _____
9	CPA CATERING SPRING 2019 SESSION 1, WEEK 5 PER SPECIFICATION	50	EA	\$ _____	\$ _____
10	CPA CATERING SPRING 2019 SESSION 2, WEEK 5 PER SPECIFICATION	50	EA	\$ _____	\$ _____
11	CPA CATERING SPRING 2019 SESSION 1, WEEK 6 PER SPECIFICATION	50	EA	\$ _____	\$ _____
12	CPA CATERING SPRING 2019 SESSION 2, WEEK 6 PER SPECIFICATION	50	EA	\$ _____	\$ _____
13	CPA CATERING SPRING 2019 SESSION 1, WEEK 7 PER SPECIFICATION	50	EA	\$ _____	\$ _____
14	CPA CATERING SPRING 2019 SESSION 2, WEEK 7 PER SPECIFICATION	50	EA	\$ _____	\$ _____
15	CPA CATERING SPRING 2019 SESSION 1, WEEK 8 PER SPECIFICATION	50	EA	\$ _____	\$ _____
16	CPA CATERING SPRING 2019 SESSION 2, WEEK 8 PER SPECIFICATION	50	EA	\$ _____	\$ _____
17	CPA CATERING SPRING 2019 SESSION 1, WEEK 9 PER SPECIFICATION	50	EA	\$ _____	\$ _____
18	CPA CATERING SPRING 2019 SESSION 2, WEEK 9 PER SPECIFICATION	50	EA	\$ _____	\$ _____
19	CPA CATERING SPRING 2019 SESSION 1, WEEK 10 PER SPECIFICATION	50	EA	\$ _____	\$ _____
20	CPA CATERING SPRING 2019 SESSION 2, WEEK 10 PER SPECIFICATION	50	EA	\$ _____	\$ _____

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21	CPA CATERING SPRING 2019 SESSION 1, WEEK 11 PER SPECIFICATION	50	EA	\$ _____	\$ _____
22	CPA CATERING SPRING 2019 SESSION 2, WEEK 11 PER SPECIFICATION	50	EA	\$ _____	\$ _____
23	CPA CATERING SPRING 2019 SESSION 1, WEEK 12 PER SPECIFICATION	50	EA	\$ _____	\$ _____
24	CPA CATERING SPRING 2019 SESSION 2, WEEK 12 PER SPECIFICATION	50	EA	\$ _____	\$ _____
25	CPA CATERING SPRING 2019 SESSION 1, WEEK 13 PER SPECIFICATION	50	EA	\$ _____	\$ _____
26	CPA CATERING SPRING 2019 SESSION 2, WEEK 13 PER SPECIFICATION	50	EA	\$ _____	\$ _____
ALL BIDS MUST INCLUDE DELIVERY, GRATUITY AND ALL APPLICABLE CHARGES IN THE UNIT PRICE					
				TOTAL BID	\$ _____

DELIVERY REQUIREMENTS: AS STATED IN SPECIFICATION

SIGNATURE: _____

PRINT: _____

COMPANY NAME: _____

PHONE: () _____ **FAX:** () _____

ADDRESS: _____

E-MAIL: _____

DATE: _____

Awarded vendor may be required to provide a Certificate of Insurance-see guidelines

If you are not a registered City of Austin vendor, please visit www.cityofaustin.org, click on Purchasing and Vendor Registration. Follow the instruction to register your company.

Insurance Requirements

These insurance requirements apply if Vendor is entering City premises. Vendor and subcontractors shall complete and forward a certificate of insurance indicating the following coverage's and amounts prior to entering City premises.

Workers' Compensation and Employers' Liability coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Section 401) and minimum policy limits for Employers' Liability of \$100,000 bodily injury per accident \$500,000 bodily injury by disease policy limit and \$1,000,000 bodily injury by disease each employee.
The following endorsements shall be added in favor of the City of Austin

- Waiver of Subrogation, WC 420304
- Thirty (30) Day Notice of Cancellation, WC 420601

Commercial General Liability Insurance with a minimum bodily injury and property damage per occurrence limit of \$500,000 for coverage's A & B. The policy shall contain the following provisions:

- (a) Blanket contractual liability coverage
- (b) Completed Operations/Products Liability for the duration of the Warranty period.

(c) Independent Contractors coverage

(d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and Underground Coverage (X,C,U)

The following endorsements shall be added in favor of the City of Austin:

- Additional Insured Endorsement, CG 2010.
- Thirty (30) Day Notice of Cancellation, CG 0205
- Waiver of Transfer Right of Recovery Against Others, CG 2404

Business Automobile Liability Insurance. Vendor 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.

The following endorsements shall be added in favor of the City of Austin:

- Waiver of Subrogation, Endorsement TE 2046A
- Thirty (30) days Notice of Cancellation, Endorsement TE 0202A
- The City of Austin listed as an additional insured, Endorsement TE 9901B

Approval of insurance by the City shall not relieve or decrease the liability of the Vendor hereunder. The insurance coverage's required under this contract are required minimums and are not intended to limit the responsibility or liability of the Vendor.

All endorsements naming the City of Austin such as additional insured, waivers, and notices of cancellation endorsements as well as the attached certificate shall indicate: ***City of Austin, Attn: Insurance Coordinator, City of Austin, Purchasing Office, PO Box 1088, Austin, TX 78767.***

**EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

Sanctions:

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

Term:

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

Dated this _____ day of _____, _____

CONTRACTOR _____
 Authorized
 Signature _____

 Title _____

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 suspected 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 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 _____
 Authorized
 Signature _____
 Title _____

NONRESIDENT BIDDER PROVISIONS

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

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

Answer: _____

(1) Texas Resident Bidder – A Bidder whose 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.

(2) Nonresident Bidder – A Bidder who is not a Texas Resident Bidder.

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

Answer: _____ Which State: _____

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

Answer: _____ Bidder's Name: _____

CONTRACTOR _____
 Authorized
 Signature _____
 Title _____