



CITY OF AUSTIN, TEXAS
Purchasing Office
INVITATION FOR BID BEST VALUE (IFB-BV)

SOLICITATION NO: TVN0058

COMMODITY/SERVICE DESCRIPTION: ASIAN AMERICAN
RESOURCE CENTER CATERING SERVICES

DATE ISSUED: APRIL 28, 2014

REQUISITION NO.: RQM 8600 14041700312

PRE-BID CONFERENCE TIME AND DATE: 10:00 AM ON
MAY 8, 2014

COMMODITY CODE: 96115

LOCATION: ASIAN AMERICAN RESOURCE CENTER BALLROOM
8401 CAMERON RD., AUSTIN, TX 78754

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

BID DUE PRIOR TO: 2:00 PM ON MAY 13, 2014

BID OPENING TIME AND DATE: 2:15 PM ON MAY 13, 2014

Terry V. Nicholson
Senior Buyer Specialist

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

Phone: (512) 974-2995

E-Mail: terry.nicholson@austintexas.gov

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

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

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

SUBMIT 1 ORIGINAL AND 3 EXACT COPIES OF YOUR RESPONSE

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

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

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

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	4
0500	SCOPE OF WORK	4
0600	BID SHEET – Must be completed and returned with Offer	1
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	1
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1

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

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

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

I agree to abide by the City’s MBE/WBE Procurement Program Ordinance and Rules. In cases where the City has established that there are no M/WBE subcontracting goals for a solicitation, I agree that by submitting this offer my firm is completing all the work for the project and not subcontracting any portion. If any service is needed to perform the contract that my firm does not perform with its own workforce or supplies, I agree to contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service and am including the completed No Goals Utilization Plan with my submittal. This form can be found Under the Standard Bid Document Tab on the Vendor Connection Website:

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

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

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

Company Name: _____

Federal Tax ID No.: _____

Printed Name of Officer or Authorized Representative: _____

Title: _____

Signature of Officer or Authorized Representative: _____

Date: _____

E-Mail Address: _____

Phone Number: _____

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

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
SOLICITATION NO. IFBBV TVN0058**

The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office no later than 3PM, one (1) week prior to the bid opening date. Submissions may be made via email to Terry.Nicholson@austintexas.gov, or via fax at (512)974-2388.

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

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

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

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

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

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

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
SOLICITATION NO. IFBBV TVN0058**

- (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage.
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.
 - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage.
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
 - C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
3. **TERM OF CONTRACT:**
- A. The Contract shall be in effect for an initial term of FOUR (4) months and may be extended thereafter for up to two additional 4-month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
 - B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
 - C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
 - D. Prices are firm and fixed for the entire term of the contract. 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.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
SOLICITATION NO. IFBBV TVN0058**

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

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

	City of Austin
Department	Parks and Recreation Department
Attn:	Michelle Walker
Address	200 S. Lamar Blvd.
City, State Zip Code	Austin, TX 78704

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

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

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

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
SOLICITATION NO. IFBBV TVN0058**

7. **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:

Michelle Walker

Parks and Recreation Department

512-974-6709

michelle.walker@austintexas.gov

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

**CITY OF AUSTIN
PURCHASING OFFICE
SOLICITATION NO. IFBBV TVN0058**

Scope of Work

I. Purpose

The City of Austin Parks and Recreation 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 Asian American Resource Center (AARC) three times per week.

II. Background

The AARC facility opened to the public on October 1, 2013. Its mission is to provide public resources, collaborative and educational programming, and a cultural destination that will enrich the lives of Austin's Asian and Asian American community. As part of the fiscal year 2013-2014 budget adoption process, Austin City Council appropriated funds to begin a Senior Meal Program at the Asian American Resource Center for the underserved elderly population. The meals are to be culturally appropriate, taking into consideration dietary restrictions and nutritional content. Due to its current kitchen design, the Asian American Resource Center does not qualify for a Permit to Operate a Food Enterprise; therefore, no food preparation can take place on site.

The budget for the entire contract is \$56,000.00 (\$18,000.00 per 4-month term).

III. Scope of Work

Initial Term:	June 1, 2014 through September 30, 2014
Optional Term No. 1:	October 1, 2014 through January 31, 2015
Optional Term No. 2:	February 1, 2015 through June 4, 2015
Service Frequency:	3 days per week (Tuesday, Wednesday, and Thursday) at 11:00AM
Number of Persons:	30-40
Delivery Location:	Asian American Resource Center 8401 Cameron Rd., Austin, TX 78754
Contact:	Taja Beekley, Manager, (512) 974-1700

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. Vendors shall provide sample menu options that are suitable for seniors with the following dietary restrictions:
 - a. Vegetarian
 - b. Low-Salt (no more than 500mg of sodium per meal)
 - c. Low-Carbohydrate (no more than 3 servings of 15g of carbohydrates per meal)
 - d. Low-Fat (no more than 35% of calories)

**CITY OF AUSTIN
PURCHASING OFFICE
SOLICITATION NO. IFBBV TVN0058**

4. Vendor shall deliver and set up no later than 11:00 AM on each day of meal service (Tuesday, Wednesday and Thursday)
5. Vendor shall provide sufficient staff to set-up, serve, and clean.
6. Vendor staff shall have a valid food handler's permit on file.
7. Vendor shall be responsible for providing one ready-to-eat meal per person in a closed container and a closed container beverage.
8. Vendor shall not use Styrofoam, plastic bags, or glass containers in Parks facilities.
9. Vendor shall provide and set up any and all equipment required to keep food warm or cold in preparation for serving.
10. Vendor shall provide all utensils and paper products for service.
11. Vendor shall clean up and remove all trash to an appropriate off-site location.
12. Server(s) proficient and/or bilingual in an Asian language are preferred.
13. 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.
14. Vendor shall provide prompt communications (within 24 hours) with City staff by email.
15. 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.

B. City Requirements:

1. AARC will provide all tables and chairs and a single hand washing sink in the serving area.
2. AARC reserves the right to increase or decrease quantity as it deems necessary. AARC will provide the vendor with written notice at least five business days prior to meal service regarding number of attendees.
3. AARC may select more than one vendor for this term. If so, each vendor will be assigned to specific meal service dates.

**CITY OF AUSTIN
PURCHASING OFFICE
SOLICITATION NO. IFBBV TVN0058**

4. Bid proposal meetings will take place on April 7, 2014 at 10:00am and 3:00pm at the Asian American Resource Center, 8401 Cameron Rd., Austin, TX 78754. Vendors may attend either to ask questions and/or to start the process of vendor registration.

C. Menu:

Vendors must provide three (3) sample menus that may consist of any of the following cuisines: Vietnamese, Thai, Taiwanese, Japanese, Chinese, Korean, South Asian (includes Bengali, Pakistani and all regions of India), Hindu-vegetarian, Halal, Southeast Asian or American foods. One of the sample menu options must be vegetarian; all menus must take into consideration all dietary considerations found within this Scope of Work

The vendor will determine each menu choosing at least one item from each of the following lists below:

1. Entrees / Protein: 1 serving per meal - approximately 3 oz. (Warm, soft, non-spicy and easy to digest choices. Entrees can be mixed with a vegetable or a grain):
 - Fish (no shellfish)
 - Beans
 - Lentils
 - Tofu/Beancurd
 - Yogurt
 - Eggs
 - Cheese (such as Paneer)
 - Beef
 - Pork
 - Chicken
 - Lamb
 - Goat
 - Halal meats
 - Stews
 - Daal Soup
 - Pho
 - Hot sandwiches (no cold cuts, easy to chew)
2. Non-Starchy Vegetables: (2 servings of approximately ½ cup each per meal) side dishes shall be fresh, not canned:
 - Vegetables (can be pickled)
 - Kimchi
 - Tomatoes
 - Snow Peas and other types of peas
 - Okra
 - Green Beans
 - Carrots
 - Radishes
 - Cabbage
 - Cauliflower
 - Mushrooms
 - Eggplant
 - Leafy greens
 - Miso soup and other side soups
 - Salads

**CITY OF AUSTIN
PURCHASING OFFICE
SOLICITATION NO. IFBBV TVN0058**

3. Grains / Breads / Starchy Vegetables: (about 2 1-ounce servings per meal):

- White Rice
- Brown Rice
- Noodles
- Vermicelli
- Whole Wheat Bread (soft)
- Roti
- Potatoes
- Dumplings

4. Fruits: (1 serving- 1/2 cup serving size):

- Seasonal selection preferred
- Apples
- Oranges
- Bananas
- Grapes

5. Beverages (Canned or Bottled, No Milk):

- 100% fruit Juice (4 to 6 oz. serving size preferred, not from concentrate)
- Hot Tea
- Iced Tea
- Black Tea
- Chai
- Yogurt Drinks
- Soy-based Drinks

6. Condiments:

- Spicy condiments served separately on the side

D. Nutritional Content and Dietary Considerations

1. Meals must be between 500 and 600 calories each.
2. Vendors shall use whole grains (such as brown rice, whole wheat noodles, or whole wheat soft bread) in half of the grain/bread choices.
3. Vendors shall consider foods that are soft, easy to chew, and easy to digest.

**BID SHEET
CITY OF AUSTIN
ASIAN AMERICAN RESOURCE CENTER CATERING SERVICES**

BID NO. IFBBV TVN0058
RX NO. RQM 8600 14041700312
DATE: APRIL 28, 2014
BUYER: TERRY NICHOLSON

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

EVALUATION CRITERIA #1 - COST:

A maximum of 51 points will be awarded to the bidder with the lowest cost to the City. Other bidders will receive points on a percentage ratio basis.

DESCRIPTION	UNIT	WEEKLY QTY.	MEAL PRICE	TOTAL COST (per 4-month term)
Cost Per Meal Proposed	EA	120		

EVALUATION CRITERIA #2 - MENU OPTIONS:

A maximum of 20 points will be awarded based on the quality and variety of the menu options proposed.

EVALUATION CRITERIA #3 - EXPERIENCE AND QUALIFICATIONS:

A maximum of 19 points will be awarded based on the quality and extent of professional experience (including references, quality and extent of professional service provided).

EVALUATION CRITERIA #4 - LOCAL BUSINESS PRESENCE:

A maximum of 10 Points will be awarded to bidders through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors per the below evaluation criteria. Evaluation of the Percentage of Local Business Presence will be based on the dollar amount of goods and/or services provided. For Local Business Presence to be considered a completed Section 0605 must be returned with the Offer.

Local Business Presence	Points Awarded
90% to 100%	10
75% to 89%	8
50% to 74%	6
25% to 49%	4
1% to 24%	2
No Local Presence	0

COMPANY NAME: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

PRINTED NAME: _____

EMAIL ADDRESS: _____

Section 0605: Local Business Presence Identification

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

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

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, 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

Section 0700: Reference Sheet

Please include the following information if required in the solicitation:

Responding Company Name _____

1. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____) _____ Fax Number (____) _____
Email Address _____

2. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____) _____ Fax Number (____) _____
Email Address _____

3. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____) _____ Fax Number (____) _____
Email Address _____

4. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____)_____ Fax Number (____)_____
Email Address _____

5. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____)_____ Fax Number (____)_____
Email Address _____

Section 0835: Non-Resident Bidder Provisions

Company Name _____

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

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

Answer: _____

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- (2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

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

Answer: _____ Which State: _____

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

Answer: _____