CITY OF AUSTIN, TEXAS
Purchasing Office
INVITATION FOR BID (IFB)
OFFER AND ACCEPTANCE SHEET

SOLICITATION NO: IFB 1100 PAB1003
COMMODITY/SERVICE DESCRIPTION: Switchgears ATO 600A Double Tank 15KV W/SEL 700GT Relay

DATE ISSUED: July 29, 2019
PRE-BID CONFERENCE TIME AND DATE: N/A

REQUISITION NO.: PR MAX105109
LOCATION: N/A

COMMODITY CODE: 2856778
BID DUE PRIOR TO: August 20, 2019 – 2:00 pm Central Time

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT THE FOLLOWING AUTHORIZED CONTACT PERSON:
Paula Barriffe
Procurement Specialist II
Phone: (512) 322-6118
E-Mail: Paula.Barriffe@austinenergy.com

BID OPENING TIME AND DATE: August 20, 2019 – 3:00 pm Central Time
LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET RM 308, AUSTIN, TEXAS 78701

LIVE BID OPENING ONLINE:
For information on how to attend the Bid Opening online, please select this link:
http://www.austintexas.gov/department/bid-opening-webinars

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

<table>
<thead>
<tr>
<th>Address for US Mail (Only)</th>
<th>Address for FedEx, UPS, Hand Delivery or Courier Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Austin</td>
<td>City of Austin, Municipal Building</td>
</tr>
<tr>
<td>Purchasing Office-Response Enclosed IFB 1100 PAB1003</td>
<td>Purchasing Office-Response Enclosed for IFB1100 PAB1003</td>
</tr>
<tr>
<td>P.O. Box 1088</td>
<td>124 W 8th Street, Rm 308</td>
</tr>
<tr>
<td>Austin, Texas 78767-8845</td>
<td>Austin, Texas 78701</td>
</tr>
</tbody>
</table>

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

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

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.

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY (USB FLASH DRIVE) OF YOUR RESPONSE

***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.

<table>
<thead>
<tr>
<th>SECTION NO.</th>
<th>TITLE</th>
<th>PAGES</th>
</tr>
</thead>
<tbody>
<tr>
<td>0100</td>
<td>STANDARD PURCHASE DEFINITIONS</td>
<td>*</td>
</tr>
<tr>
<td>0200 V2</td>
<td>STANDARD SOLICITATION INSTRUCTIONS, UPDATED JUNE 26, 2018</td>
<td>*</td>
</tr>
<tr>
<td>0300</td>
<td>STANDARD PURCHASE TERMS AND CONDITIONS</td>
<td>*</td>
</tr>
<tr>
<td>0400</td>
<td>SUPPLEMENTAL PURCHASE PROVISIONS</td>
<td>4</td>
</tr>
<tr>
<td>0500</td>
<td>SPECIFICATION</td>
<td>19</td>
</tr>
<tr>
<td>0600</td>
<td>BID SHEET – Must be completed and returned with Offer</td>
<td>1</td>
</tr>
<tr>
<td>0605</td>
<td>LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete &amp; return</td>
<td>2</td>
</tr>
<tr>
<td>0700</td>
<td>REFERENCE SHEET – Complete and return if required</td>
<td>1</td>
</tr>
<tr>
<td>0800</td>
<td>NON-DISCRIMINATION AND NON-RE蒂ALATION CERTIFICATION–Complete and return</td>
<td>2</td>
</tr>
<tr>
<td>0805</td>
<td>NON-SUSPENSION OR DEBARMENT CERTIFICATION</td>
<td>*</td>
</tr>
<tr>
<td>0810 V2</td>
<td>NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION, UPDATED JUNE 26, 2018</td>
<td>*</td>
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<tr>
<td>0835</td>
<td>NONRESIDENT BIDDER PROVISIONS – Complete &amp; return</td>
<td>1</td>
</tr>
<tr>
<td>0900</td>
<td>SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM – Complete &amp; return</td>
<td>1</td>
</tr>
<tr>
<td>0905</td>
<td>SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN – Complete and return if applicable</td>
<td>3</td>
</tr>
</tbody>
</table>

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

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

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

Company Name: __________________________________________________________
Company Address: _________________________________________________________
City, State, Zip: __________________________________________________________
Vendor Registration No. ___________________________________________________
Printed Name of Officer or Authorized Representative: __________________________
Title: ___________________________________________________________________
Signature of Officer or Authorized Representative: _______________________________
Date: ___________________________________________________________________
Email Address: ____________________________________________________________
Phone Number: ____________________________________________________________

(* Completed Bid Sheet, section 0600 must be submitted with this signed Offer Sheet above to be considered for award)

ACCEPTANCE:

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. ____________________________.

CITY OF AUSTIN

Awarded this ________ day of __________________, 20__

______________________________
Signature

______________________________
Printed Name and Title of Authorized Person

______________________________
Date
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 five business days prior to the solicitation Due Date.

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

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

   i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award.

   ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

   iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

   iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

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

   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 holdover 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 $1,000,000 bodily injury each accident, $1,000,000 bodily injury by disease policy limit and $1,000,000 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 $1,000,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).

      (1) The policy shall contain the following provisions:

      (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.

      (b) Contractor/Subcontracted Work.

      (c) Products/Completed Operations Liability for the duration of the warranty period.
(d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.

(2) The policy shall also include these endorsements in favor of the City of Austin:
   (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
   (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
   (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage

iii. Business Automobile Liability Insurance: The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of $1,000,000 per occurrence for bodily injury and property damage.
   (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.

   Note: If shipment is made by common carrier, then the requirements for Workers Compensation Employee Liability and Business Automobile Liability Insurance are not required. The Contractor must provide a written statement if a common carrier will be used to deliver parts.

3. 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.

4. DELIVERY REQUIREMENTS:

<table>
<thead>
<tr>
<th>City of Austin - Austin Energy</th>
<th>Monday through Friday</th>
</tr>
</thead>
<tbody>
<tr>
<td>Warehouse J</td>
<td>Hours: 6:00 a.m. to 2:30 p.m.</td>
</tr>
<tr>
<td>10001 Decker Lane</td>
<td></td>
</tr>
<tr>
<td>Austin, TX 78724</td>
<td></td>
</tr>
<tr>
<td>Contact Gregory Friske @ O (512) 505-3853 C (512) 965-0950, 24 hours prior to delivery</td>
<td></td>
</tr>
<tr>
<td>Email: <a href="mailto:Gregory.Friske@austinenergy.com">Gregory.Friske@austinenergy.com</a></td>
<td></td>
</tr>
</tbody>
</table>

A. Delivery is to be made within the delivery time specified by the awarded contractor on the submitted bid sheet. All orders must be shipped complete unless arrangements for partial shipments are made in advance.

B. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
C. The Contractor shall confirm the quantity to be shipped on all orders within two (2) hours of notification by phone from the City.

D. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).

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.

<table>
<thead>
<tr>
<th>Department</th>
<th>City of Austin</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn:</td>
<td>Gregory Friske</td>
</tr>
<tr>
<td>Address</td>
<td>10001 Decker Lane</td>
</tr>
<tr>
<td>City, State Zip Code</td>
<td>Austin, TX 78721</td>
</tr>
</tbody>
</table>

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. **HAZARDOUS MATERIALS**:  

A. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Material Safety Data Sheets (MSDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.

B. Failure to submit the MSDS as part of the Offer may subject the Offer to disqualification from consideration for award.

C. The MSDS, instructions and information required in paragraph “A” must be included with each shipment under the contract.

7. **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBING**:  

A. On June 14, 2018, the Austin City Council adopted Ordinance No. 20180614-056 replacing 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). The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly had communication restricted in the ordinance section 2-7-104 during the No-Lobbying Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: https://assets.austintexas.gov/purchase/downloads/New_ALO_Ordinance_No_20180614-056.pdf and is also included in the Solicitation, Section 0200 V2, Solicitation Instructions June 26, 2018.
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:

   Gregory Friske – Austin Energy

   10001 Decker Lane

   Austin, TX 78721

   Email: Gregory.Friske@austinenergy.com

   *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 ELECTRIC UTILITY DEPARTMENT

PURCHASE SPECIFICATION

FOR

SWITCHGEAR, DISTRIBUTION, URD PADMOUNT, 3PH, 600A, 15KV, DEADFRONT, SF6 INSULATED, DOUBLE-TANK, AUTOMATIC-TRANSFER, REMOTE SUPERVISORY

<table>
<thead>
<tr>
<th>DATE</th>
<th>PREPARED BY</th>
<th>ISSUANCE/REVISION</th>
<th>APPROVAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>6/1/99</td>
<td>BOB BOYKIN</td>
<td>ISSUANCE</td>
<td></td>
</tr>
<tr>
<td>10/15/01</td>
<td>CARL NANCE</td>
<td>REVISION</td>
<td>G. MARTINEZ</td>
</tr>
<tr>
<td>5/5/09</td>
<td>STEVE BOOHER</td>
<td>REVISION</td>
<td></td>
</tr>
<tr>
<td>4/26/10</td>
<td>STEVE BOOHER</td>
<td>REVISION</td>
<td></td>
</tr>
<tr>
<td>1/31/13</td>
<td>BRANTLEY GOSEY</td>
<td>REVISION</td>
<td></td>
</tr>
<tr>
<td>12/10/14</td>
<td>DENNIS PATRICK</td>
<td>REVISION</td>
<td></td>
</tr>
<tr>
<td>2/29/16</td>
<td>LEE EMMICK, PE</td>
<td>REVISION</td>
<td>MICHAEL PITTMAN, PE</td>
</tr>
</tbody>
</table>

REASON FOR REVISION

| Issuance
| 04/26/10 Communication, control, or protection is not required for the event summaries |
| 01/31/13 Word Arrangement |
| 12/10/14 Added requirement of Pre-Wired |
| 2/9/16 Revised format, change to SEL Relay, update Utilinet radio to latest |

AFFECTED PARAGRAPHS

6.6.5

Various

Various

This specification, until rescinded, shall apply to each future purchase and contract for the commodity described herein. Retain for future reference.
1.0 SCOPE

1.1 The City of Austin Electric Utility, hereinafter referred to as Austin Energy (AE), requires a qualified Manufacturer to provide an arc-resistant, 600 Ampere, 15 kV, 95 kV BIL, outdoor, fully-enclosed, padmounted, SF₆ insulated, dual tank, load interrupting switchgear with an automatic source transfer switch to provide switching and fault interrupting for an underground distribution system with a solidly-grounded neutral.

1.2 The Manufacturer of this switchgear shall have a minimum 5 years of experience in the manufacture of vacuum and SF₆ switchgears at 15 kV.

2.0 APPLICABLE SPECIFICATIONS

2.1 The padmounted gear shall conform to or exceed the applicable requirements of ANSI, IEEE, IEC, NEMA, AWS, NESC, and NEC including, but not limited to, the following standards and codes, latest revision:

2.1.1 IEEE C37.60 – Standard Requirements for Overhead, Padmounted, Dry Vault and Submersible Automatic Circuit Reclosers and Fault Interrupters for Alternating Current systems up to 38 kV

2.1.2 IEEE 37.71 – Standard for the three-phase, manually operated, subsurface and vault load-interrupting switches for Alternating Current systems

2.1.3 IEEE C37.72 – Standard for Manually Operated, Dead-Front Padmounted Switchgear with Load Interrupting Switches and Separable Connectors for Alternating Current Systems

2.1.4 IEEE C37.73 – Standard Requirements for Padmounted Fused Switchgear

2.1.5 IEEE C37.74 - Standard Requirements for Subsurface, Vault, and Padmounted Load-Interrupter Switchgear and Fused Load-Interrupter Switchgear for Alternating Current Systems up to 38 kV

2.1.6 IEEE C37.112 – Standard Inverse-Time Characteristic Equations for Overcurrent Relays

2.1.7 IEEE C57.12.28 – Standard for Pad-Mounted Equipment – Enclosure Integrity

2.1.8 IEEE 386 – Standard for separable insulated connector systems for power distribution systems above 600V


2.1.10 AWS D1.1 – Steel Structural Welding Code
3.0 FUNCTIONAL REQUIREMENTS

3.1 Design

3.1.1 Dry Type, Deadfront switching design

3.1.2 General

3.1.2.1 Rated Voltage Class: 15 kV

3.1.2.2 Rated Continuous Current: 600 A

3.1.2.3 Rated Load Break: 600 A

3.1.2.4 Impulse Level (BIL): 95 kV

3.1.2.5 Rated Frequency: 60 Hz

3.1.2.6 One Minute AC Withstand: 35 kV

3.1.2.7 RMS Symmetrical Amperes 12,500 A

3.1.2.8 Three-time Duty-Cycle Fault Closing 12,500 A

3.1.3 Three Pole Load Interrupter Switches

3.1.3.1 Continuous Amperes 600 A

3.1.3.2 Load Dropping Amperes 600 A

3.1.4 Fault Interrupters

3.1.4.1 Continuous Amperes 600 A

3.1.4.2 Load Dropping Amperes 600 A

3.1.5 Fault Closing Duty Cycle

3.1.5.1 Amperes RMS symmetrical 10-time 12,500 A

3.2 The switch shall be a four-way configuration (See Attachment 1). Two ways shall be three-phase ganged vacuum interrupting ways for line side switching. Two ways shall be three-phase ganged vacuum interrupters for load side switching and fault interrupting.

3.3 Load Interrupter Switch Operation

3.3.1 Load-interrupter switches and fault interrupters shall be operated by means of a quick-make, quick-break mechanism.

3.3.2 The manual handle shall charge the operating mechanism for opening, closing, and grounding of the switches and fault interrupters.
3.3.3 A single, integrated operating mechanism shall fully operate each fault interrupter or load interrupter switch in a continuous movement, so that additional operations are not required to establish open or ground positions.

3.3.4 Operating mechanisms shall be equipped with an operation selector to prevent inadvertent operation from the closed position directly to the grounded position, or from the grounded position directly to the closed position. The operations selector shall require physical movement to the proper position to permit the next operation.

3.3.5 The operation selector shall be padlockable to prevent operation to the grounded position.

3.3.6 The operation mechanism shall indicate switch position which shall be clearly visible from the normal operating position.

3.3.7 Operating shafts shall be padlockable in any position to prevent operation.

3.4 Vacuum Fault Interrupters

3.4.1 600A and 900A, 3-pole group operated fault interrupter switches shall be in accordance with IEEE C37.72. The switches shall safely withstand the effect of closing, carrying and interrupting all possible currents up to the assigned maximum short circuit rating, in accordance with NEC.

3.4.2 Interrupter switches shall be enclosed in an inner stainless steel tank and shall be furnished with bushings rated 600A or 900A continuous to permit connection of elbows external to the switch compartment.

3.4.3 Interrupter switches shall be operated by means of an externally accessible 3/4-in. hex switch-operating hub. The switch-operating hub shall be located within a recessed stainless-steel pocket mounted on the side of the pad-mounted gear enclosure and shall accommodate a 3/4-in. deep-socket wrench or a 3/4-in. shallow-socket wrench with extension. The switch-operating-hub pocket shall include a padlockable stainless-steel access cover that shall incorporate a hood to protect the padlock shackle from tampering. Stops shall be provided on the switch-operating hub to prevent overtravel and thereby guard against damage to the interrupter switch quick-make quick-break mechanism. Labels to indicate switch position shall be provided in the switch-operating-hub pocket.

3.4.4 Each interrupter switch shall be provided with a folding switch-operating handle. The switch-operating handle shall be secured to the inside of the switch-operating-hub pocket by a brass chain. The folded handle shall be stored behind the closed switch-operating-hub access cover.

3.4.5 Interrupter switches shall utilize a quick-make quick-break mechanism installed by the switch manufacturer. The quick-make quick-break mechanism shall be integrally mounted on the switch frame, and shall swiftly and positively open and close the interrupter switch independent of the switch-operating-hub speed.
3.4.6 Each interrupter switch shall be completely assembled and adjusted by the switch manufacturer on a single rigid mounting frame. The frame shall be of welded steel construction such that the frame intercepts the leakage path which parallels the open gap of the interrupter switch to positively isolate the load circuit when the interrupter switch is in the open position.

3.4.7 Interrupter switch contacts shall be backed up by stainless-steel springs to provide constant high contact pressure.

3.4.8 Interrupter switches shall be provided with a single blade per phase for circuit closing, including fault closing, continuous current carrying, and circuit interrupting. Spring-loaded auxiliary blades shall not be permitted. Interrupter switch blade supports shall be permanently molded in place in a unified insulated shaft constructed of the same cycloaliphatic epoxy resin as the insulators.

3.4.9 Circuit interruption shall be accomplished by use of an interrupter which is positively and inherently sequenced with the blade position. It shall not be possible for the blade and interrupter to get out of sequence. Circuit interruption shall take place completely within the interrupter, with no external arc or flame. Any exhaust shall be vented in a controlled manner through a deionizing vent.

3.4.10 The fault interrupting ways shall incorporate a fuse-less, resettable, electronically controlled, overcurrent protection system to sense load and fault current on each phase and neutral of the switch. The protection system shall utilize a Basler Electric relay BE1-50/51M or AE Standards Engineering approved equal.

3.4.11 The switch and electronic controls shall function in a temperature range of -30° to 50° C and be enclosed in a NEMA 12 enclosure.

3.4.12 Each fault interrupter way shall have a load rated open/close bypass switch.

3.5 Cable Guides

3.5.1 Cable guides shall be provided, to assist in cable training and provide additional protection against damage from excessive cable or foundation movement. The switch side shall have cable guides that accommodate #2 AWG through 1000 kcmil cable.

3.6 Automatic Source Transfer Switch

3.6.1 Manual/Automatic Transfer Selection
3.6.1.1 The source-transfer control shall have a selector switch for choosing manual or automatic operating mode. In the manual mode, local electrical trip-open and trip-closed operation by means of pushbuttons shall be enabled, while automatic switching shall be inhibited.

3.6.1.2 The source-transfer control and interrupter switches shall be driven by stored energy switch operators and shall provide fully automatic two-way source transfer with the ability to connect either of the two (2) radial feeders to the Padmount Switchgear’s main bus.

3.6.1.3 In auto mode the source-transfer control shall monitor the condition of both power sources and initiate automatic switching with open transition when the preferred source voltage has been lost or reduced to a user defined predetermined level, for a user defined period of time sufficient to confirm that the loss is not transient. The switch associated with the preferred source shall be automatically opened and the alternate-source switch shall then be automatically closed, restoring power to the load.

3.6.1.4 The source-transfer control shall be completely factory assembled, tested, and be ready for installation. The source-transfer control shall not require any external wiring or control power.

3.6.1.5 Two-way source transfer shall provide for both automatic and manual re-transfer to the preferred source when normal voltage returns for a preset time.

3.6.1.6 In the automatic return mode, the control shall provide either open transition (non-paralleling) or closed transition (paralleling) on re-transfer, as field-programmed.

3.6.1.7 A selector switch shall be furnished for choosing manual or automatic operating mode. In the manual mode, local electrical open and closed operation by means of push buttons shall be enabled while automatic switching shall be inhibited.

3.6.2 Two-Time Duty-Cycle Fault-Closing

3.6.2.1 The source-transfer control shall be able to cause the switch to be closed twice, remain operable and be able to carry and interrupt rated currents.

3.7 Micro-Processor Functional Requirements

3.7.1 The source transfer control shall be a micro-processor based unit, which can be programmed to perform specific control operations, as directed by settings programmed into the device at the factory and in the field.

3.7.2 The settings for the micro-processor control unit shall include the following:
3.7.2.1 Source-transfer control’s operating characteristics

3.7.2.2 Voltage, current and time-related parameters

3.7.3 Keypad Entry

3.7.3.1 The micro-processor control unit shall have the capability to have the settings (§ 4.10.2) entered with a keypad. This keypad shall be readily accessible in the field and shall be located in the front of the control panel.

3.7.4 Remote Indication

3.7.4.1 Remote shall be capable of monitoring for the presence or absence of both source voltages, manual or automatic operating mode, status of ready indicator, “event” indicator, and overcurrent lockout.

3.7.5 Communications Card

3.7.5.1 Communications shall be provided to permit local downloading of system events records, operating characteristics and voltage, current, time-related operating parameters and settings from the control to a personal computer. Connecting cable shall be included with each unit.

3.7.6 Remote Supervisory Control

3.7.6.1 The transfer switch shall have the capability of complete switching operations from a remote location. Control shall be field selectable either remote or manual operation via toggle switch and push button. The control shall not operate remotely when the switch is in the manual operation mode. The remote communication and control equipment shall include voltage sensors, current sensors, self-contained 120 volt 60 hertz power source, DC battery charger with battery, Utilinet Integrated Wangate Radio (IWR), Series IV radio with antenna (or Standards Engineer approved equal), surge protector and a microprocessor-based programmable remote terminal unit (RTU), SEL 700GT Relay (or Standards Engineer approved equal) for use as an RTU for communication and event recording.

3.7.7 The switchgear shall communicate using DNP 3.0 protocol.
3.7.8 Remote Terminal Unit Indication and Control

3.7.8.1 The Remote Terminal Unit shall be pre-programmed to control or report the following:

3.7.8.1.1 Open/Close for both preferred and alternate source

3.7.8.1.2 Transfer between both alternate and preferred source

3.7.8.1.3 Remote or manual control position

3.7.8.1.4 Auto-Transfer or manual control position

3.7.8.1.5 Switch source position

3.7.8.1.6 Three phase current and voltage both preferred and alternate source

3.7.8.1.7 Auto-transfer indication

3.7.8.1.8 Battery condition – overcharge or undercharge alarm

3.7.8.1.9 Over-Current lockout alarm

3.7.8.1.10 Loss of control power

3.7.8.1.11 Fault Indication

3.7.8.1.12 Low SF₆ Pressure

3.7.9 Visual Display

3.7.9.1 The display for the entry and review of the settings shall be a liquid-crystal display (LCD) with backlighting. The liquid-crystal display (LCD) shall provide a means for viewing the operating characteristics and operating parameters, which have been programmed into the micro-processor control unit.

3.7.9.2 When not being used to show menu information the display shall show any messages regarding light emitting diode (LED) function (on or off).

3.7.10 Menu Driven Settings

3.7.10.1 The micro-processor control unit shall have menu driven settings for the operating characteristics and operating parameters.

3.7.11 Access Code
3.7.11.1 There shall be provisions for use of access codes, to prevent unauthorized changes to the operating characteristics and operating parameters of micro-processor control unit. Each item shall be protected by an access code; the correct access code shall be entered before an item can be altered.

3.8 Voltage Sensing and Control Power

3.8.1 Voltage sensing shall be provided by three capacitively coupled voltage sensors on the line side of each source load-interrupter switch.

3.8.2 The output of the voltage sensor shall be directly proportional to line-to-ground voltage.

3.8.3 Control power shall be provided by unfused voltage transformers internal to the tank.

3.9 Remote Supervisory Control

3.9.1 The transfer switch shall have the capability of complete switching operations from a remote location. Control shall be field selectable either remote or manual operation via toggle switch and push button. The control shall not operate remotely when the switch is in the manual operation mode. The remote communication and control equipment shall include voltage sensors, current sensors, self-contained 120 volt 60 hertz power source, DC battery charger with battery, Utilinet series 3000 IWR-U3100 radio with antenna (or Standards Engineer approved equal), surge protector and a microprocessor-based programmable remote terminal unit (RTU), SEL 700GT Relay (or Standards Engineer approved equal) for use as an RTU for communication and event recording.

3.9.2 Overcurrent control shall be achieved through Basler 50/51M Relays (or Standards Engineer approved equal).

3.9.3 The switchgear shall communicate using DNP 3.0 protocol.

3.9.4 Switchgear shall have the following remote indication points:
3.9.4.1 Source voltage 1 available
3.9.4.2 Source voltage 2 available
3.9.4.3 Control voltage for switch operation
3.9.4.4 Source 1 vacuum interrupter open / closed
3.9.4.5 Source 2 vacuum interrupter open / closed
3.9.4.6 Remote or local indication (manual / auto)
3.9.4.7 Low Battery indication
3.9.4.8 Fault Indication
3.9.4.9 Low SF6 Pressure

3.9.5 Switchgear shall have the following remote control functions:

3.9.5.1 All remote control functions shall work only when the Auto mode control function is enabled. When the remote control function is in manual mode no remote control shall operate.

3.9.5.2 Open command from remote control will cause the closed source vacuum interrupter to open and automatic transfer functions will be disabled.

3.9.5.3 Close command from remote control will re-enable automatic transfer functions causing the preferred source vacuum interrupter to close, unless that source is unavailable, which will result in the back-up source closing.

3.10 Indicator Lights & Test Keys

3.10.1 The indicator light emitting diodes (LED) and test keys shall perform the following functions including but not limited to:

3.10.2 Source Voltage

3.10.2.1 Light Emitting Diode (LED) indicator lights shall be furnished for indicating the presence of acceptable voltage on each high voltage source.
3.10.3 Test Keys

3.10.3.1 Test keys shall be furnished for simulating loss of voltage on each of the two (2) sources, as well as for checking the functioning of the indicator lamps, display, and keypad.

3.10.3.2 Test keys shall be provided for simulating an overcurrent condition on each source.

3.10.4 A light-emitting diode (LED) lamp shall be furnished for indicating that the control is in the automatic mode, the operation selector for each operator is in the operating position, and all control circuitry is properly connected for automatic transfer.

3.10.5 The control shall include built-in diagnostics for analyzing system events. The device shall automatically record system status and source-transfer control status every time a control operation occurs.

3.10.6 All operations shall be indicated by the illumination of the light emitting diode (LED) indicator lights and shall be available for display by means of a dedicated event key.

4.0 MECHANICAL REQUIREMENTS

4.1 Enclosure

4.1.1 The switchgear enclosure shall be in accordance with ANSI C57.12.28.

4.1.2 The roof of the switchgear enclosure shall be crowned for proper water drainage.

4.1.3 The inside surface of the switchgear enclosure roof shall have a coating of "no-drip" compound to prevent condensation.

4.1.4 Coal-tar epoxy coating, or any tar based coating, shall not be accepted.

4.1.5 The switchgear enclosure shall be of a standing, outdoor type construction. The cabinet shall be constructed of 11 gauge sheet stainless steel (minimum) continuous welded construction. Structural frame and bolted sheet metal are not acceptable. All structural joints and butt joints shall be welded and the external seams shall be ground flush and smooth. All welding shall be in accordance with AWS D1.1.

4.1.6 All hinges, hinge pins, parking stands and permanent lifting provisions shall be stainless steel.

4.1.7 The paint finish shall be Munsell No. 7GY3.29/1.5 green in accordance with IEEE C57.12.28 and shall come with a 5 year non prorated finish guarantee.

4.1.8 Removable stainless steel lifting eyes shall be provided and capable of supporting the weight of the enclosure.
4.1.9 The enclosure shall have removable front and back panels, and hinged lift-up roof sections for access to the operating and termination compartments. Each roof section shall have a retainer to hold it in the open position.

4.1.10 Roof lift-up sections shall overlap the side panels and have provisions for pad locking that protects the padlock from tampering.

4.1.11 The base shall have 90-degree flanges, turned inward and welded at the corners, for bolting to a concrete pad. This flange shall have a closed-cell material applied to the entire underside bottom flange. The material shall be abrasion resistant and isolate the bottom flange from the concrete foundation to help protect against corrosion.

4.1.12 Panel openings shall have 90-degree flanges, facing outward, that shall provide strength and rigidity as well as deep overlapping between panels and panel openings to prevent water entry.

4.1.13 The enclosure shall have provisions for the switchgear drawings, instruction manuals and an adapter cable for field programming the control from a 25 pin personal computer.

4.1.14 The enclosure termination compartment shall have adequate depth to accommodate the lengthy cable accessories such as double stacked 900/600 ampere elbows and surge arrester mounted on 900/600 ampere elbows.

4.1.15 The enclosure shall have 19/64” holes drilled for each way (3 phases) on the cable termination side of the switchgear, 20” from the bottom of the enclosure. The holes shall be equally spaced and shall have a field removable plug so that the hole may accommodate a fault indicator light. The plug shall be designed so that if the plug is not removed the integrity of the enclosure still complies with IEEE C57.12.28.

4.1.16 The enclosure shall be separable from the switchgear tanks to allow clear access to the bushings and bushing wells for cable termination.

4.1.17 Both incoming and outgoing bushings shall be located on the same side and offset to provide for ease in routing of elbows and cables.

4.2 Door Latching System

4.2.1 The door latch assembly shall have no protruding handles and shall be in accordance with ANSI C57.12.28.

4.2.2 Latching System
4.2.2.1 The latching mechanism when operated shall latch all points at the same time to preclude partial latching.

4.2.2.2 A penta-head socket wrench or tool shall be required to actuate the mechanism to unlatch the door and in the same motion, recharge the spring for the next closing operation.

4.2.2.3 The latching mechanism shall have provisions for padlocking that incorporates a means to protect the padlock shackle from tampering and that shall be coordinated with the latches such that:

4.2.2.3.1 It shall not be possible to unlatch the mechanism until the padlock is removed.

4.2.2.3.2 It shall not be possible to insert the padlock until the mechanism is completely latched closed.

4.3 Exterior Doors

4.3.1 All doors shall have provisions for padlocking.

4.3.2 The doors shall have positive locking action, such that the doors cannot be locked until all latches are securely engaged.

4.3.3 No automatic latching doors will be permitted. The doors shall be manually latched to prevent the possibility of the door closing and trapping any loose clothing or human extremities in the latched door.

4.3.4 All doors shall provide unrestricted access for operation of the equipment. Door retainers shall be provided to secure the door in the open position and to prevent any inadvertent closing into the enclosure.

4.3.5 Once secured, the doors shall be opened only by unlocking the padlock and unlatching the latching mechanism with a penta-head socket wrench or tool.

4.4 Ground Connection Pads

4.4.1 Ground connection pads shall be provided in each termination compartment.

4.4.2 The ground connection pad to the tank shall be constructed of 1/4" thick copper and have a NEMA 2-hole pattern for ground connectors. The momentary rating of the ground studs shall equal or exceed the short-circuit ratings of the pad-mounted gear.

4.4.3 Easily accessible ground bus bar made of 3/8" copper shall run the entire width of both door openings.

4.4.4 The interrupter switches shall be enclosed within an inner grounded compartment for electrical isolation.
4.5 Bushings and Bushing Wells

4.5.1 Bushings and bushing well interfaces shall conform to IEEE standard 386.

4.5.2 Fault Interrupters shall be equipped with 600 ampere rated bushings that include removable threaded studs.

4.6 Interconnecting Buswork

4.6.1 The interconnecting buswork shall consist of continuous one (1) piece, copper bar with no intermediate splices. Flexible braid or cable is not acceptable.

4.6.2 Bus and interconnections shall withstand the stresses associated with short circuit currents up through the maximum rating of the pad-mounted gear.

4.7 Base Spacers

4.7.1 A carbon steel Non-compartmental base spacer shall be provided to increase the elevation of bushing parts above the mounting pad 40 inches.

4.8 Switchgear Tanks

4.8.1 The tanks shall be of welded construction and shall be made of 7-gauge type 304 stainless steel.

4.8.2 The tanks shall withstand system voltage at a gas pressure of 0 psig at 68º F.

4.8.3 The tanks shall be filled with SF6 gas to a pressure of 7 psig at 68º F.

4.8.4 The Tanks shall be provided with Dillo type gas fill valves.

4.8.5 The tanks shall have temperature-compensated pressure gauges that are color coded to show the operating range. These gauges shall be mounted inside the gas-tight tank to provide consistent pressure readings regardless of the temperature at the installation site. These gauges shall be visible through large viewing windows from the operation side. The switchgear tanks shall be manufactured from stainless steel.

4.8.6 The completed unit must be capable of withstanding internal failure without tank rupture.

4.8.7 The tanks shall have stainless steel lifting eyes for a means of lifting.

4.8.8 large viewing windows, 6” x 12”, shall be provided for each load-interrupter switch to allow visual verification of the switch-blade position (open, closed, and ground) while shining a light on the blades. A cover shall be provided for each viewing window so that the windows can be covered during switching.
4.8.9 Large viewing windows, 6" x 12", shall be provided for each fault-interrupter switch to allow visual verification of the disconnect-blade position (open, closed, and ground) while shining a light on the blades. A cover shall be provided for each viewing window so that the windows can be covered during switching.

4.8.10 The viewing windows and switching components shall be located on the opposite side of the gear from the bushings and bushing wells so that operating personnel are not required to perform any routine operations in close proximity to the high voltage cable and bushings.

4.8.11 All bushings and bushing wells shall be located on one side for the gear. All bushings shall be a minimum of 40” from the bottom of the switchgear.

4.8.12 The switchgear tank shall be suitable for installation on a concrete pad.

4.8.13 The switch shall be composed of two separate tanks, each with an open, closed, ground switch, line side by-pass switch and a load side vacuum interrupter. The tanks shall be bolted together to provide for ease of disassembly so that one tank can be replaced while the other remains in service. All external control boxes shall be easily removable and have slack in the cables to allow one tank to remain in service if the other tank is removed.

4.9 Low Voltage Enclosure and Components

4.9.1 All low voltage components shall be located in a stainless steel enclosed compartment separate from high voltage and shall be arranged to allow complete accessibility for testing and/or maintenance without exposure to high voltage.

4.9.2 Low voltage wiring, except for short lengths such as at terminal blocks and the secondary of sensing devices, shall be shielded by grounded raceways where necessary for isolation from high voltage.

4.9.3 The control shall be located in the grounded, stainless steel enclosed, low voltage compartment with the operators. The compartment shall provide isolation from high voltage. The enclosure shall be large enough to house all low voltage components.

4.9.4 All low voltage components, including batteries, shall operate between -40°C to 65°C.

4.9.5 The low voltage enclosure shall not have any externally accessible hardware.

4.9.6 The enclosure shall include appropriate venting to prevent moisture buildup. Vents shall be screened and filtered to prevent entry of insects and shall be placed to prevent rain and dust entry.
4.10 High Voltage Components

4.10.1 All current carrying components shall be 100% copper. The terminations for load-interrupter shall be 600 ampere, 15kV, dead-break bushings with removable studs. The terminations for the fault interrupters shall be 600 ampere bushings with removable studs. The bushings shall be in accordance with ANSI/IEEE standard 386. All apparatus bushings shall be shipped with protective caps.

4.10.2 Load-interrupters shall be three-phase gang operated. The switch shall be provided with an integral ground position that is visible through a viewing window. The open gaps of the switch shall be designed to allow cable testing through a feed thru bushing or the back of the elbow.

4.10.3 Fault interrupters shall be three phase gang operated. Fault-interrupters shall be provided with a disconnect with an integral ground position that is visible through a viewing window. The disconnect in the open or ground position shall be visible through the viewing window. The fault-interrupter, including its three-position disconnect, shall be a single integrated design so that operation between the closed and open positions or the open and ground positions is accomplished with a single movement. The disconnect gaps on fault-interrupters shall be designed to allow cable testing through a feed-thru bushing or the back of an elbow. Each fault-interrupter shall have an internal indicator to show when it is in the tripped condition. This shall be clearly visible through the viewing window.

4.10.4 Bus and interconnections shall withstand the stresses associated with short circuit currents up through the maximum rating of the pad-mounted gear.

4.10.5 Vacuum bottles and load break switches shall be mounted vertically with the moveable contact shaft at the top. The moveable contact shaft shall have a contact position indicator visible through a viewing window for each phase.
5.0 Nameplates, diagrams, and labels

5.1 The information on the stainless steel or aluminum nameplate, ratings label and connection diagram shall remain legible throughout the operational life of the Padmount Switchgear.

5.2 A stainless steel or aluminum nameplate shall be provided showing all data as specified by ANSI C37.74 Par. 9.11 and C37.60 Par.9.7 as well as the manufacturer CT ratio and Austin Energy Purchase Order Number. This shall include, but not be limited to, manufacturer’s name, catalog number, model number, serial number, date of manufacture, AE purchase order number, rated maximum voltage, rated impulse withstand voltage, rated continuous current, rated load interrupting current, rated momentary current, and CT ratio.

5.3 The inside of each door shall be provided with a ratings label indicating the voltage rating; main bus continuous rating; short-circuit ratings (amperes, RMS symmetrical and MVA 3Ø symmetrical at rated nominal voltage); Interrupter switch ratings, including duty-cycle fault closing capability and amperes, short-time, RMS (momentary, asymmetrical and one-second, symmetrical).

5.4 Stainless steel or aluminum three-line diagrams shall also be provided at appropriate locations for operator reference.

5.5 Stainless steel or aluminum plates shall show the phase identification. A non-corroding, non-fading, weather resistant operating diagram (schematic) shall be affixed to the inside door of both open sides of the unit.

5.6 Warning Labels

5.6.1 Alerting signs shall be in Accordance with ANSI Z535, NESC, and NEC.

5.6.2 A label stating, "DANGER-HIGH VOLTAGE BEHIND PANEL" shall be attached to each fuse door barrier.

5.6.3 The inside of each door shall have a "DANGER-HIGH VOLTAGE-KEEP OUT-QUALIFIED PERSONS ONLY" sign.

5.6.4 All external doors shall be provided with "CAUTION-HIGH VOLTAGE-KEEP OUT" signs.

5.6.5 A door latching warning label shall be attached to the inside of the latching compartment doors.
6.0 OTHER REQUIREMENTS

6.1 The manufacturer shall provide a one-time, on-site, free training session(s) on operation & maintenance of products new to Austin Energy.

6.2 The manufacturer shall notify Austin Energy of any software or firmware upgrades and provide upgrades to Austin Energy free of charge for the life of the product.

6.3 One USB Overcurrent-Control adapter cable shall be packaged with each unit shipped.

7.0 INSPECTION AND TESTING

7.1 Inspection

7.1.1 Austin Energy reserves the right to visit the manufacturing facility and observe the switch undergoing construction and testing. This visit shall be at no charge to Austin Energy. Advance notice of at least two weeks shall be given to Austin Energy before the start of testing.

7.2 Testing

7.2.1 The switchgear shall be tested in accordance with applicable sections of IEEE as outlined in Section 2.0. 100% production testing shall include a mass spectrometer leak test, SF₆ moisture content test, and an AC high potential test.

7.2.2 The Padmount Switchgear shall be tested in accordance with IEEE C37.72:

7.2.3 The apparatus bushings shall be tested in accordance with IEEE 386.

7.2.4 An SF₆ mass spectrometer leak test using Helium (ASTM E499) shall be used to determine the leakage rate of each unit. The leakage rate shall be less than 0.1% per year. After installation, units with a leakage rate greater than 0.1% per year and still under warranty shall be returned to the manufacturer for repair or replacement.

7.2.5 Three (3) copies of certified test reports shall be furnished prior to shipment.

7.2.6 The manufacturer shall be completely and solely responsible for the performance of the basic switch components as well as the complete integrated assembly as rated.

7.2.7 The manufacturer shall furnish, at the time of bid, certification of the rating of the integrated padmounted gear assembly consisting of the fault interrupting components in combination with the enclosure.
### Section 0605: Local Business Presence Identification

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

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

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

*USE ADDITIONAL PAGES AS NECESSARY*

**OFFEROR:**

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<tr>
<th>Name of Local Firm</th>
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<tr>
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<th>Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)</th>
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Section 0700: Reference Sheet

Responding Company Name _______________________________________________________

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

   Name and Title of Contact
   Project Name
   Present Address
   City, State, Zip Code
   Telephone Number  (_____)________ Fax Number  (_____)________
   Email Address

2. Company’s Name

   Name and Title of Contact
   Project Name
   Present Address
   City, State, Zip Code
   Telephone Number  (_____)________ Fax Number  (_____)________
   Email Address

3. Company’s Name

   Name and Title of Contact
   Project Name
   Present Address
   City, State, Zip Code
   Telephone Number  (_____)________ Fax Number  (_____)________
   Email Address
City of Austin, Texas

Section 0800

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 compliant, 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.


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 filling. 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 ___________________ day of __________________, ____________

CONTRACTOR

Authorized Signature

Title
Section 0835: Non-Resident Bidder Provisions

Company Name ____________________________________________________

A. Bidder must answer the following questions in accordance with Vernon’s Texas Statues 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 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: ________________________________________________________________________
Section 0900: SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM
In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant (“Subcontractor”) Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City’s M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

Instructions:

a.) Offerors who do not intend to use Subcontractors shall check the “NO” box and follow the corresponding instructions.

b.) Offerors who intend to use Subcontractors shall check the applicable “YES” box and follow the instructions. Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror’s submission may not be considered for award.

<table>
<thead>
<tr>
<th>NO, I DO NOT intend to use Subcontractors/Sub-consultants.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Instructions: Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting (“Subcontractor”) Utilization Form) and include it with their sealed Offer.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>YES, I DO intend to use Subcontractors/Sub-consultants.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Instructions: Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting (“Subcontractor”) Utilization Form), and follow the additional Instructions in the (Subcontracting/Sub-Consulting (“Subcontractor”) Utilization Plan). Contact SMBR if there are any questions about submitting these forms.</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Offeror Information</th>
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</thead>
<tbody>
<tr>
<td>Company Name</td>
</tr>
<tr>
<td>City Vendor ID Code</td>
</tr>
<tr>
<td>Physical Address</td>
</tr>
<tr>
<td>City, State Zip</td>
</tr>
<tr>
<td>Phone Number</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Is the Offeror City of Austin M/WBE certified?</th>
</tr>
</thead>
<tbody>
<tr>
<td>NO</td>
</tr>
<tr>
<td>YES</td>
</tr>
</tbody>
</table>

| Offeror Certification: I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City’s M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed Subcontracting/Sub-Consulting Utilization Form, and if applicable my completed Subcontracting/Sub-Consulting Utilization Plan, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City’s M/WBE Procurement Program and submit the Request for Change form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my Subcontracting/Sub-Consulting Utilization Plan, it is a violation of the City’s M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my Request for Change form. |

| Name and Title of Authorized Representative (Print or Type) | Signature/Date |
Section 0905: SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN
INSTRUCTIONS: Offerors who DO intend to use Subcontractors may utilize M/WBE Subcontractor(s) or perform Good Faith efforts when retaining Non-certified Subcontractor(s). Offerors must determine which type of Subcontractor(s) they are anticipating to use (CERTIFIED OR NON-CERTIFIED), check the box of their applicable decision, and comply with the additional instructions associated with that particular selection.

- I intend to use City of Austin CERTIFIED M/WBE Subcontractor/Sub-consultant(s).

  Instructions: Offerors may use Subcontractor(s) that ARE City of Austin certified M/WBE firms. Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to confirm if the Offeror's intended Subcontractor(s) are City of Austin certified M/WBE and if these firm(s) are certified to provide the goods and services the Offeror intends to subcontract. If the Offeror’s Subcontractor(s) are current valid certified City of Austin M/WBE firms, the Offeror shall insert the name(s) of their Subcontractor(s) into the table below and must include the following documents in their sealed Offer:
  
  - Subcontracting/Sub-Consulting Utilization Form (completed and signed)
  - Subcontracting/Sub-Consulting Utilization Plan (completed)

- I intend to use NON-CERTIFIED Subcontractor/Sub-Consultant(s) after performing Good Faith Efforts.

  Instructions: Offerors may use Subcontractors that ARE NOT City of Austin certified M/WBE firms ONLY after Offerors have first demonstrated Good Faith Efforts to provide subcontracting opportunities to City of Austin M/WBE firms.

  STEP ONE: Contact SMBR for an availability list for the scope(s) of work you wish to subcontract;
  STEP TWO: Perform Good Faith Efforts (Check List provided below);
  STEP THREE: Offerors shall insert the name(s) of their certified or non-certified Subcontractor(s) into the table below and must include the following documents in their sealed Offer:
  
  - Subcontracting/Sub-Consulting Utilization Form (completed and signed)
  - Subcontracting/Sub-Consulting Utilization Plan (completed)
  - All required documentation demonstrating the Offeror’s performance of Good Faith Efforts (see Check List below)

GOOD FAITH EFFORTS CHECK LIST –

When using NON-CERTIFIED Subcontractor/Sub-consultants(s), ALL of the following CHECK BOXES MUST be completed in order to meet and comply with the Good Faith Effort requirements and all documentation must be included in your sealed Offer. DOCUMENTATION CANNOT be added or changed after submission of the bid.

- Contact SMBR. Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to obtain a list of City of Austin certified M/WBE firms that are certified to provide the goods and services the Offeror intends to subcontract out. (Availability List). Offerors shall document their contact(s) with SMBR in the “SMBR Contact Information” table on the following page.

- Contact M/WBE firms. Offerors shall contact all of the M/WBE firms on the Availability List with a Significant Local Business Presence which is the Austin Metropolitan Statistical Area, to provide information on the proposed goods and services proposed to be subcontracted and give the Subcontractor the opportunity to respond on their interest to bid on the proposed scope of work. When making the contacts, Offerors shall use at least two (2) of the following communication methods: email, fax, US mail or phone. Offerors shall give the contacted M/WBE firms at least seven days to respond with their interest. Offerors shall document all evidence of their contact(s) including: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.
Follow up with responding M/WBE firms. Offeror shall follow up with all M/WBE firms that respond to the Offeror’s request. Offerors shall provide written evidence of their contact(s): emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

Advertise. Offerors shall place an advertisement of the subcontracting opportunity in a local publication (i.e. newspaper, minority or women organizations, or electronic/social media). Offerors shall include a copy of their advertisement, including the name of the local publication and the date the advertisement was published.

Use a Community Organization. Offerors shall solicit the services of a community organization(s); minority persons/women contractors'/trade group(s); local, state, and federal minority persons/women business assistance office(s); and other organizations to help solicit M/WBE firms. Offerors shall provide written evidence of their Proof of contact(s) include: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, organization contacted, phone number, email address and contact person.
SOLICITATION NUMBER: IFB 1100 PAB1003
SOLICITATION TITLE: Switchgears ATO 600A Double Tank 15KV W/SEL 700GT Relay

(Offerors may duplicate this page to add additional Subcontractors as needed)

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<th>Subcontractor/Sub-consultant</th>
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<tr>
<td>Additional Contact Info</td>
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<tr>
<td>Amount of Subcontract</td>
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<td>List commodity codes &amp; description of services</td>
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<tr>
<td>Justification for not utilizing a certified MBE/WBE</td>
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<td>Additional Contact Info</td>
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<tbody>
<tr>
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<td>Contact Date</td>
<td>Means of Contact</td>
<td>Reason for Contact</td>
<td></td>
</tr>
<tr>
<td>Phone</td>
<td>OR</td>
<td>Email</td>
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FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the Offeror □ HAS or □ HAS NOT complied with these instructions and City Code Chapters 2-9A/B/C/D, as amended.

_________________________    ____________________________
Reviewing Counselor         Date

I have reviewed the completing the Subcontracting/Sub-Consultant Utilization Plan and □ Concur □ Do Not Concur with the Reviewing Counselor’s recommendation.

_________________________    ____________________________
Director/Assistant Director or Designee         Date