



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

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**SOLICITATION NO:** CAK0002

**DATE ISSUED:** March 28, 2016

**REQUISITION NO.:** 16020800254

**COMMODITY CODE:** 93633

**COMMODITY/SERVICE DESCRIPTION:** TESTING, INSPECTIONS, AND OTHER SERVICES FOR AUSTIN ENERGY FIRE PROTECTION SYSTEMS

**PRE-PROPOSAL CONFERENCE TIME AND DATE:** April 11, 2016 at 9AM

**LOCATION:** Sandy Hill Energy Center, 13005 Fallwell Lane, Del Valle, TX 78617

**WALK-THROUGH TIMES AND DATES:**

April 11, 2016 @ 9:30 AM CST- **Sandy Hill Energy Center**- 13005 Fallwell Lane, Del Valle, TX 78617

April 12, 2016 @ 9:00 AM CST- **Decker Power Plant**- 8003 Decker Lane, Austin, TX 78724

April 13, 2016 @ 9:00 AM CST- **Town Lake Center**- 721 Barton Springs Rd, Austin, TX 78704

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

Cheryl A Kaufman  
Senior Buyer

**Phone:** (512) 505-3545

**E-Mail:** Cheryl.Kaufman@austinenergy.com

**PROPOSAL DUE PRIOR TO:** April 28, 2016 at 2:00PM CST

**PROPOSAL CLOSING TIME AND DATE:** April 28, 2016 at 2:00PM CST

**LOCATION:** MUNICIPAL BUILDING, 124 W 8<sup>th</sup> STREET  
RM 308, AUSTIN, TEXAS 78701

**LIVE SOLICITATION CLOSING ONLINE:** For RFP's, only the names of respondents will be read aloud

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

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

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

<b>Address for US Mail (Only)</b>	<b>Address for Fedex, UPS, Hand Delivery or Courier Service</b>
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation #	Purchasing Office-Response Enclosed for Solicitation #
P.O. Box 1088	124 W 8 <sup>th</sup> Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

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

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

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**SUBMIT 1 ORIGINAL, 6 COPIES, AND 1 ELECTRONIC COPY ON A CD OR THUMB 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.**

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	10
0500	SCOPE OF WORK	11
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	4
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return if required – we recommend 3+	1
0705	PRICE SHEET	10
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0815	LIVING WAGES CONTRACTOR CERTIFICATION–Complete and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE NO GOALS FORM – Complete & return	2

**\* 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](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 8<sup>th</sup> Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.**

#### **INTERESTED PARTIES DISCLOSURE**

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

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

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

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Federal Tax ID No. \_\_\_\_\_

Printed Name of Officer or Authorized Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Signature of Officer or Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**\* Proposal response must be submitted with this Offer sheet to be considered for award**

**Section 0605: Local Business Presence Identification**

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

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

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

**\*USE ADDITIONAL PAGES AS NECESSARY\***

**OFFEROR:**

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?		
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

**SUBCONTRACTOR(S):**

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

**SUBCONTRACTOR(S):**

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

**Section 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 \_\_\_\_\_

**Section 0815: Living Wages Contractor Certification**

Company Name \_\_\_\_\_

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$13.03 per hour.

The below listed employees of the Contractor who are directly assigned to this contract are compensated at wage rates equal to or greater than \$13.03 per hour.

Employee Name	Employee Job Title

**\*USE ADDITIONAL PAGES AS NECESSARY\***

- (1) All future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$13.03 per hour.
- (2) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

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

**Section 0835: Non-Resident Bidder Provisions**

Company Name \_\_\_\_\_

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

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

Answer: \_\_\_\_\_

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

- B. If the Bidder 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: Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form**

SOLICITATION NUMBER:
PROJECT NAME:

**The City of Austin has determined that no goals are appropriate for this project.** Even though goals were not assigned for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

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

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

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

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

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

<b>I understand that even though goals were not assigned, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.</b>	
_____	
<b>Company Name</b>	
_____	
<b>Name and Title of Authorized Representative (Print or Type)</b>	
_____	
<b>Signature</b>	<b>Date</b>

**Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Utilization Plan**  
 (Please duplicate as needed)

SOLICITATION NUMBER:
PROJECT NAME:

**PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION**

Name of Contractor/Consultant			
Address			
City, State Zip			
Phone Number		Fax Number	
Name of Contact Person			
Is Company City certified?	Yes <input type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

\_\_\_\_\_  
**Name and Title of Authorized Representative (Print or Type)**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

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

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

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

<b>FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:</b>	
Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.	
Reviewing Counselor _____	Date _____
Director/Deputy Director _____	Date _____

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
TESTING, INSPECTIONS, AND OTHER SERVICES  
FOR AUSTIN ENERGY FIRE PROTECTION SYSTEMS  
RFP CAK0002**

The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by no later than April 14, 2016 at 10am. Submissions may be made via email to Cheryl.Kaufman@austinenergy.com.

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  
Attn: Contract Monitoring  
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 \$1,000,000 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 \$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:

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
TESTING, INSPECTIONS, AND OTHER SERVICES  
FOR AUSTIN ENERGY FIRE PROTECTION SYSTEMS  
RFP CAK0002**

- (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. 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. PAYMENT BOND:**

- A. The Contractor shall provide a Payment Bond in an amount equal to 100% of the Contract amount within 15 calendar days after notification of award. The Payment Bond serves as security for the faithful payment of all of the Contractor's obligations for subcontracts, work, labor, equipment, supplies, and materials furnished under the Contract. The Payment Bond shall be issued by a solvent company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by the City pursuant to applicable law. The Surety must obtain reinsurance for any portion of the risk that exceeds 10% of the Surety's capital and surplus. For bonds exceeding \$100,000, the Surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Texas and holds a certificate of authority from the U.S. Secretary of the Treasury.
- B. The Payment Bond shall remain in effect throughout the term of the Contract, and shall be renewed for each respective extension.

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
TESTING, INSPECTIONS, AND OTHER SERVICES  
FOR AUSTIN ENERGY FIRE PROTECTION SYSTEMS  
RFP CAK0002**

4. **PERFORMANCE BOND:**

- A. The Contractor shall provide a Performance Bond in an amount equal to 100% of the Contract amount within 15 calendar days (after notification of award. The Performance Bond serves as security for the faithful performance of all of the Contractor's obligations under the Contract. The Performance Bond shall be issued by a solvent company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by the City pursuant to applicable law. The Surety must obtain reinsurance for any portion of the risk that exceeds 10% of the Surety's capital and surplus. For bonds exceeding \$100,000, the Surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Texas and holds a certificate of authority from the U.S. Secretary of the Treasury.
- B. The Performance Bond shall remain in effect throughout the term of the Contract and shall be renewed for each respective extension.

5. **TERM OF CONTRACT:**

- A. The Contract shall be in effect for an initial term of twelve (12) months and may be extended thereafter for up to two (2) additional 24-month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first twelve (12) months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

THIS IS A TWELVE (12) MONTH CONTRACT

6. **CHANGE ORDERS:** The following Change Order Process has been implemented to govern acceptance, review, and approval of change orders. The change order process consists of two parts. The first part identifies the set of information that is essential to understanding what a proposed change order will change from the basic requirements of the contract, how much it is for, and whether it is authorized by the submitting party. Second, it provides a flow chart of the steps necessary to establish a valid change order that adds value to the project and meets potential audit expectations.

- A. **Required Information for a Change Order Request:** A Request for Change Order must contain the following information to be considered by AE Contract Compliance:
  - i. Change Order Number – A sequential number/identifier that includes the original AE DO or DOM (delivery order) number.
  - ii. Date that the Request for Change Order is submitted.
  - iii. Project Description – At least four (4) sentences that describe the necessity for the Request for Change to the project scope and the proposed work to be performed, including change in timeline, completion date, and/or implementation method, as well as how the proposed change will benefit the specific project.

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
TESTING, INSPECTIONS, AND OTHER SERVICES  
FOR AUSTIN ENERGY FIRE PROTECTION SYSTEMS  
RFP CAK0002**

- iv. Scope of Work for Proposed Change Order – A detailed account addressing the specific tasks to be performed, the obligations/responsibilities of the Contractor and AE that are required to implement the Proposed Change Order, permitting requirements (if applicable), and a list of documentation needed to track the in-process work and project completion. Additionally, information regarding progress reports, test plans (if applicable) and other technical information relating to the Proposed Change Order must also be included.
  - v. Schedule – A milestone and resource schedule that includes and identifies the proposed changes/steps by which work is initiated and completed, and the personnel, equipment, and sub-contractors (if applicable) needed to complete the specific project. This document shall also include dates of required AE Project Management interface and support with the Contractor.
  - vi. Breakdown of Proposed Cost to AE – A detailed line item breakdown of proposed costs for the proposed change order, even if the initial quote is provided in lump sum. NOTE: terms of payment for the Proposed Change Order shall follow the Invoicing and Payment terms and conditions included in a resulting contract.
  - vii. Signature of the Contractor’s Project Manager for change orders up to \$50,000.00, or Contractor’s Authorized Corporate Officer for change orders exceeding \$50,000.00.
- B. Change Order Approval/Acceptance
- i. Approval/Acceptance of the Proposed Change Order will be issued in writing by AE Purchasing in the form of an Amendment to the Contract.
  - ii. AE is not obligated to pay for any work conducted by the Contractor on the Proposed Change Order PRIOR to the issuance of an Amendment to the prevailing contract (Master Agreement) that is signed by both AE and the Contractor.
  - iii. Any work conducted by the Contractor on the Proposed Change Order PRIOR to the receipt of the signed Amendment shall be at the Contractor’s risk, and is not obligated for payment by the City of Austin or AE.

7. **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 for work sites noted in Section 0500, Tables 1 and 2 shall be mailed to the below, corresponding address:

**GROUP A WORK SITES:** Austin Energy  
ATTN: Dmitrij Zarkov  
811 Barton Springs Rd.,  
Austin, TX 78704

**GROUP B WORK SITES:** Austin Energy  
ATTN: Greg Warren  
721 Barton Springs Rd.,  
Austin, TX 78704

- B. The Contractor agrees to accept payment by either 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.

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
TESTING, INSPECTIONS, AND OTHER SERVICES  
FOR AUSTIN ENERGY FIRE PROTECTION SYSTEMS  
RFP CAK0002**

8. **LIQUIDATED DAMAGES:** Time is of the essence in the performance of the Contract; therefore, the Contractor shall strictly adhere to the Contract delivery schedule. No changes in the delivery schedule shall be effective unless in writing executed by both the City and the Contractor. The parties agree that if, due to no fault of the City, delivery of any material or performance of any service is delayed beyond the time specified in the Contract, the actual damages sustained by the City because of such delay will be uncertain and difficult to determine, and that the reasonable foreseeable damage incurred by the City is hereby stipulated to be \$500.00 per calendar day. The Contractor therefore agrees to pay, and the City agrees to accept, as liquidated damages, the sum of \$500.00 per calendar day for each calendar day of delay.

9. **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.

10. **RECYCLED PRODUCTS:**

- A. The City prefers that Offerors offer products that contain recycled materials. When a recycled product is offered by the Offeror, the Offeror must state in their Offer the percentage of the product that is recycled and must include a list of the recycled materials that are contained in the product.
- B. The recycled content of paper products offered to the City shall be in accordance with the Federal Environmental Protection Agency's Recycled Product Procurement Guidelines. These guidelines are available at <http://www.epa.gov/cpg/>.
- C. Contract award for paper products will be made for recycled products unless the cost is more than 10% above the lowest price for non-recycled paper products as required in the City's Comprehensive Recycling Resolution.

11. **PUBLISHED PRICE LISTS:**

- A. Offerors may quote using published price lists in the following ways:
  - i. Offerors may quote one discount from a Published Price List for all offered items to be covered in the Contract. The discount must remain firm during the life of the Contract.
  - ii. Offerors may quote their dealer cost, plus a percentage markup to be added to the cost. The percentage markup must remain firm during the life of the contract.
- B. Two (2) copies of the list upon which the discounts or markups are based shall be submitted with the Offer. All price lists identified in the Offer shall clearly include the Offeror's name and address, the solicitation number, prices, title of the discount and number, and the latest effective date of the price list. If the Offer is based on a discount or markup on a manufacturer's price list, the price list must also include the manufacturer's name, the manufacturer's latest effective date, and the manufacturer's price schedule. All price lists submitted become part of the Offer.

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
TESTING, INSPECTIONS, AND OTHER SERVICES  
FOR AUSTIN ENERGY FIRE PROTECTION SYSTEMS  
RFP CAK002**

- C. The price list may be superseded or replaced during the Contract term only if price revisions are the result of the manufacturer's official price list revision. Written notification from the Contractor of price changes, along with two (2) copies of the revised list must be submitted to the Buyer in the Purchasing Office with the effective date of change to be at least 90 calendar days after written notification. The City reserves the right to refuse any list revision.
- D. The discounts or markups on equipment rental, material, supplies, parts, and contract services shall be fixed throughout the term of the Contract, and are not subject to increase.
- E. Failure to submit written notification of price list revisions will result in the rejection of new prices being invoiced. The City will only pay invoices according to the last approved price list.

12. **LIVING WAGES:**

- A. The minimum wage required for any Contractor employee directly assigned to this City Contract is \$13.03 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. The City requires Contractors submitting Offers on this Contract to provide a certification (**see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$13.03 per hour. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).
- D. The Contractor shall provide to the Department's Contract Manager with the first invoice, individual Employee Certifications for all employees directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each employee directly assigned to the contract. The Employee Certification form is available on-line at [https://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm](https://www.austintexas.gov/financeonline/vendor_connection/index.cfm).
- E. Contractor shall submit employee certifications annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for employees added to the contract and/or to report any employee changes as they occur.
- F. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

13. **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

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
TESTING, INSPECTIONS, AND OTHER SERVICES  
FOR AUSTIN ENERGY FIRE PROTECTION SYSTEMS  
RFP CAK0002**

Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.

- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

14. **WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):**

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

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
TESTING, INSPECTIONS, AND OTHER SERVICES  
FOR AUSTIN ENERGY FIRE PROTECTION SYSTEMS  
RFP CAK0002**

work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) calendar days of the receipt of notification of denial.

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

15. **ECONOMIC PRICE ADJUSTMENT:**

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first - 12-months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed ten percent (10%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party ninety (90) days prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
  - i. The following definitions apply:
    - (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
    - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
TESTING, INSPECTIONS, AND OTHER SERVICES  
FOR AUSTIN ENERGY FIRE PROTECTION SYSTEMS  
RFP CAK0002**

- (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
  - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
  - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
- (1) Utilize final Compilation data instead of Preliminary data
  - (2) If the referenced index is no longer available shift up to the next higher category index.
- iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 100%	
Database Name: Producer Price Indexes for the Net Output of Selected Industries and Their Products	
Series ID: Producer Price Index	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: N/A	
Description of Series ID: 3333 – Commercial and Service Industry Machinery	
This Index shall apply to the following items of the Price Sheet: Section 0600, Section 1C	

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

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

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

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

16. **WORKING ON OR NEAR ENERGIZED EQUIPMENT – ARC FLASH PROTECTION (reference Section 0300 Paragraph 11. Compliance With Health, Safety, and Environmental Regulations):** Contractor’s employees shall wear at all times the proper personal protective equipment and clothing required for the head, face, torso, arms, hands, and lower body that provides a minimum Arc Thermal Protection Value (ATPV) of 12 calories per square centimeter (cal/cm<sup>2</sup>) when working on or near energized electrical equipment, or greater, if required by the NFPA Standard 70E and/or Article 410 of the NESC for the work being performed.

17. **PROJECT MANAGERS:** The following people are designated as Project Managers under this contract and will serve as the contact points between the City and the Contractor during the term of the Contract:

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
TESTING, INSPECTIONS, AND OTHER SERVICES  
FOR AUSTIN ENERGY FIRE PROTECTION SYSTEMS  
RFP CAK0002**

**GROUP A WORK SITES:** Dmitrij Zarkov, Power Systems Principal Engineer  
Austin Energy  
512/322-6225  
Dmitrij.Zarkov@austinenergy.com

**GROUP B WORK SITES:** Greg Warren, Project Coordinator  
Austin Energy  
512/322-6172  
Greg.Warren@austinenergy.com

18. **CONTRACT ADMINISTRATOR:** The following person is designated as Contract Administrator under this contract and will serve as the contact point between the City and the Contractor on all contract-related matters during the term of the Contract:

**GROUP A & B WORK SITES:** Michelle Casanova, MBA  
Contract Administrator, Austin Energy  
512/505-3747  
Michelle.Casanova@austinenergy.com

\*Note: The above listed Project Managers and Contract Administrator are 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 these individuals is prohibited during the no contact period.

**REQUEST FOR PROPOSAL (RFP)**  
**TESTING, INSPECTIONS, AND OTHER SERVICES**  
**FOR AUSTIN ENERGY FIRE PROTECTION SYSTEMS**  
**SCOPE OF WORK**

**A. PURPOSE**

The City of Austin's electric utility, Austin Energy, hereinafter referred to as AE, is requesting proposals from qualified Contractors licensed and experienced in providing commercial inspections, testing, repair, and/or upgrades and/or modifications of existing sprinkler and fire protection systems at multiple locations across the City of Austin in accordance with the latest codes and regulations.

**B. BACKGROUND**

Austin Energy is a department within the City of Austin and is the nation's eighth (8<sup>th</sup>) largest publicly owned electric utility. AE's service area covers over 437 square miles, and includes all of Austin and Travis County, as well as 15 square miles of Williamson County. AE's mission is to deliver clean, affordable, reliable energy and excellent customer service.

The fire systems to be serviced under this agreement may include: fire systems, sprinkler systems, gaseous suppression systems, fire hydrants, and other systems relating to fire detection and suppression. Various combinations of these systems exist at each of AE work site locations covered by this solicitation. (See *Tables 1 and 2*). **NOTE:** hand held fire extinguishers are not included in this solicitation.

**C. CONTRACTOR QUALIFICATIONS**

1. Contractor shall be licensed and certified to perform all services required to maintain fire protection systems at an industrial facility per applicable codes. The services performed under this contract are but not limited to install, inspect, service, and upgrade fire alarm systems, water sprinkler systems, gaseous fire suppression systems, fire hydrants, pressure release valves (pressure release valves (PRVs), backflow preventers in Texas, and produce and update fire protection system drawings.
2. Contractor shall have the capability and experience to conduct door fan tests gas turbine engine enclosures or similar equipment protected by gaseous fire suppression systems.
3. Contractor shall employ technicians certified to work on each type of system and in confined spaces/underground environments to complete the services required through this solicitation.
4. Contractor shall have a minimum of ten (10) years of experience in installation, servicing and maintaining large scale industrial (power plants or similar industrial facilities) fire protection systems.
5. Contractor shall have a minimum of three (3) years' experience applying for and obtaining all required permits through the City's permitting process to inspect, test and repair the fire protection and sprinkler systems.

**D. CONTRACTOR REQUIREMENTS**

1. Contractor shall have an office located within a 120-mile radius of the City of Austin.
2. Contractor shall employ qualified, licensed staff and technicians who are available for emergency service calls, 24 hours a day, 7 days a week, 365 days a year, and who can be on-site within five (5) hours of receiving a call for emergency services.

3. Contractor shall have immediate access to labor, materials, equipment and other resources (as needed) to provide scheduled and emergency services to restore fire protection and sprinkler systems to an operating state.
4. Contractor shall provide a Single Point of Contact (SPOC) who will be English speaking, not a supervisor or field technician, and who will be the designated contact for requesting both scheduled and emergency services, 24 hours a day, 7 days a week, 365 days a year.
5. The Contractor shall adhere to the Contractor Work Requirements, documents specifically created for each plant when accessing and working on different plants' sites. (Tables 1 and 2).
6. The Contractor shall provide his/her personnel with all the necessary protective safety equipment and clothing including but not limited to an ANSI approved hard hat, safety glasses, arc flash rated clothing (as required), and safety – toed footwear.
7. The Contractor shall provide any calculations that are be required, per the NFPA standards, for inspections, tests, or repairs on the fire protection systems.
8. The Contractor shall apply for and obtain all required permits as required to inspect, test and repair the fire protection systems.
9. The Contractor shall supply GFCI (Ground Fault Circuit Interrupter) devices for all AE provided electrical connections.

## **E. WORK/PERFORMANCE SPECIFICATIONS**

The work/performance specifications described in this section are not intended to replace, minimize, or reduce the quantity or frequency of the tasks recommended in the applicable codes and standards.

Contractor will provide services as specified below per the existing OEM's specifications and instructions. This provision applies to all systems at each AE work site and includes all existing electrical and wiring infrastructures.

### **1. CONTRACTOR RESPONSIBILITIES**

- A. Contractor shall perform all work in accordance with all federal, state and local codes. These include, but are not limited to:
  - i. National Fire Protection Association (NFPA)
  - ii. National Electric Code (NEC)
  - iii. Texas Insurance Code
  - iv. Texas Administrative Code (TAC)
  - v. City of Austin
- B. Contractor is responsible for reviewing the existing conditions and field verifying all existing fire protection devices and systems before submitting their proposal for scheduled and unscheduled work, including emergency services and corrective repairs/upgrades.
- C. Contractor shall submit to the AE Project Manager or designee, a Field Service Report at the conclusion of all work (scheduled and unscheduled) before leaving the site. The report shall be legible and show in detail the hours worked, travel time, work performed, parts used and expenses incurred. The report shall identify and document any issues needing further immediate attention and consequences if left unattended.
- D. Contractor's employees will be issued security badges by AE Security which must be worn at all times when working at any AE work site.

- E. Contractor shall meet with facility management prior to conducting tests or inspections. They should be familiar with site equipment and should be prepared to discuss any risks associated with their work (i.e. risk of tripping an on line generator during testing) so that AE can prioritize and properly schedule the work.
- F. Contractor shall furnish Material Safety Data Sheets (MSDS) and equipment descriptive literature for AE's approval prior to the purchase of materials, equipment, or spare parts.
- G. Contractor and Contractor's staff shall have their own safety programs per OSHA requirements and adhere to AE-specific work site requirements, including but not limited to:
  - i. Attend an annual mandatory safety orientation at each work site prior to beginning any work at that site.
  - ii. Adhere to AE's Hot Work (Attachment C).
  - iii. Adhere to AE's Confined Space program (Attachment D).
  - iv. Adhere to AE's Fall Protection and Prevention program. (Attachment E).
  - v. Adhere to AE's Personal Protective Equipment program. (Attachment F).
  - vi. Adhere to AE's Lockout/Tag-out program during working on the power plants' equipment.
- H. Contractor shall ensure that only personnel trained in the gaseous suppression systems (Halon, CO2, FM-200) enter protected areas.
- I. Contractor shall submit in advance the forms that will be used to document implemented inspections and testing for AE project manager review and approval.
- J. Contractor's single point of contact (SPOC) shall coordinate in advance with each designated AE work site contact in order to minimize disruptions when isolating systems as needed to complete the work.
- K. Contractor shall verify operation of the fire, smoke, heat, gas detection, and alarm systems including all detection devices, monitor modules, interface relays, tamper switches, pressure switches, warning lights, manual pulls, control panels and associated equipment in compliance with applicable codes and standards.
- L. Contractor shall conduct door fan tests on gas turbine engine enclosures.
- M. Contractor shall notify the AE Project Manager or designee before proceeding with any testing, inspections, or repairs. After any testing or repairs, the Contractor shall coordinate with the designated contact and return the system to service in a fully automatic operating mode in accordance with the manufacturer's instructions and applicable codes and standards.
- N. Contractor shall provide training for the AE personnel on any changes to the fire protection systems when requested. The training material shall be submitted to the designated contact for review and approval prior to conducting the training sessions.
- O. Contractor shall provide one (1) hardcopy and one (1) digital copy of the test/inspection report documenting any testing, inspections performed, or as built drawings to the work site Project Manager or their designee within 48 hours of the completion of work.
- P. Contractor shall notify facility on-site management before leaving site if a system or component of a system is "red-tagged".
- Q. If equipment is red-tagged the Contractor will work proactively with facility management to resolve the issue as quickly as possible.
- R. Contractor shall have technical staff with expertise and experience applying NFPA codes to a power plant.

## **2. AUSTIN ENERGY (AE) RESPONSIBILITIES**

- A. AE shall provide access to the sites and parking for Contractor vehicles while servicing the fire protection system.
- B. AE shall provide a contact at each site with whom all scheduling, planning, and technical matters will be initiated, coordinated and approved.
- C. AE shall provide a Contract Administrator as a contact for commercial or contract matter.
- D. AE shall provide 120-VAC, 15-amp max, single-phase electrical receptacles at locations designated by AE.
- E. In the event that Contractor cannot or does not have the ability and capacity to perform a required work task, AE reserves the right to seek bids from other qualified Vendors and to have Contractor pay for the specific work to be completed by the selected Vendor.

## **3. WORK SITES**

- A. Work sites to be served under a resulting contract are listed in Tables 1 and 2.
- B. Austin Energy reserves the right to add or delete any work sites

## **4. SCHEDULED SERVICES**

- A. Scheduled code required inspection and testing services (monthly, quarterly, semi-annual, and annual), corrective repair and upgrades/modifications to any of the systems/equipment covered under this solicitation.
- B. All scheduled services shall be conducted during standard working hours of 7:00 am to 6:00 pm Monday through Friday, not including City of Austin recognized holidays that fall on a weekday.
- C. Contractor's Single Point of Contact (SPOC) shall work with each work site Project Manager or designee to schedule dates and times that inspections, testing, corrective repair and upgrades/modifications work will be performed.
- D. Systems subject to installation, inspections, testing, corrective repair and upgrades/modifications include, but are not limited to:
  - i. Fire Alarm Systems
  - ii. Sprinkler Systems
  - iii. Fire Hydrants
  - iv. Gaseous Systems
  - v. Other Systems (*See Tables 1 and 2*)

## **5. UNSCHEDULED SERVICES**

- A. Unscheduled services include emergency services.
- B. Emergency service calls will be made by the specific AE work site Project Manager or their designee.
- C. For the purpose of a resulting contract, emergency services are defined as incidents where a system discharges and/or equipment malfunctions.
- D. Contractor shall respond by phone within thirty (30) minutes of receiving a phone call requesting emergency services and shall have qualified technicians arrive on-site within five (5) hours of receiving an emergency services request.
- E. Contractor staff shall review and assess the situation and prepare a time and materials quote for the required work for review by the work site Project Manager or their designee.

- F. Once the work site Project Manager or their designee reviews and signs off on the quote for services, the Contractor is clear to begin work.
- G. Any work conducted prior to the Project Manager's (or their designee) written authorization is completed at the Contractor's risk and neither the City of Austin nor Austin Energy shall be responsible for payment of this work.
- H. Systems subject to emergency services calls include, but are not limited to:
  - i. Fire Alarm Systems
  - ii. Sprinkler Systems
  - iii. Fire Hydrants
  - iv. Gaseous Systems
  - v. Other Systems (*See Tables 1 and 2*)

## **6. INSPECTIONS AND TESTING**

### **A. Fire Systems**

- i. Contractor shall conduct scheduled fire systems inspections at each work site per applicable NFPA code, State of Texas Code, and the required frequency of each specific fire system.
- ii. Contractor shall notify and coordinate with the Austin Fire Department and AE work site contact in advance before conducting a planned inspections and tests of the various fire systems.
- iii. Contractor shall verify fire system operability and performance by testing that all components and systems are functioning to code specifications.
- iv. Contractor shall visually inspect the Fire Alarm Systems at each site on a monthly basis and write a report concerning all findings which require immediate repair.
- v. Contractor shall complete all inspection, testing, and maintenance reports using appropriate NFPA forms or pre-approved equivalent forms that describe and document the work performed, any parts that were replaced, and a summary of identified performance issues to monitor.
- vi. Contractor shall submit the completed reports, along with recommendations for additional repair or modification, to the work site Project Manager or their designee within seven (7) business days of completing the inspection.

### **B. Transformer Deluge and Sprinkler Systems**

- i. Contractor shall conduct scheduled sprinkler systems inspections at each work site per applicable NFPA Code, State of Texas Code, and the required frequency of each specific sprinkler system.
- ii. Contractor shall notify and coordinate with the Austin Fire Department and AE work site contact in advance before conducting a planned inspections and tests of the various sprinkler systems.
- iii. Contractor shall verify sprinkler system operability and performance by testing that all components and systems are functioning to code specifications.
- iv. Contractor shall visually inspect the Sprinkler Systems at each site on a monthly basis and write a report concerning all findings which require immediate repair.
- v. Contractor shall conduct performance tests of sprinkler systems including flow tests as required by applicable code.

- vi. Contractor shall complete all inspection, testing, and maintenance reports using appropriate NFPA forms or pre-approved equivalent forms that describe and document the work performed, any parts that were replaced, and a summary of identified performance issues to monitor.
- vii. Contractor shall submit the completed reports, along with recommendations for additional repair or modification, to the work site Project Manager or their designee within seven (7) business days of completing the inspection.

### **C. Fire Hydrants and PIV's**

- i. Contractor shall conduct scheduled fire hydrants and PIV inspections at each work site per applicable NFPA code, State of Texas Code and the required frequency of each specific fire hydrant/PIV.
- ii. Contractor shall notify and coordinate with the Austin Fire Department and AE work site contact in advance before conducting a planned inspections and tests of the various fire hydrants.
- iii. Contractor shall verify fire hydrant operability and performance by testing (flow tests as required by applicable codes) that all components and hydrants are functioning to code specifications.
- iv. Contractor shall visually inspect the Fire Hydrants at each site on a monthly basis and write a report concerning all findings which require immediate repair.
- v. Contractor shall complete all inspection, testing, and maintenance reports using appropriate NFPA forms or pre-approved equivalent forms that describe and document the work performed, any parts that were replaced, and a summary of identified performance issues to monitor.
- vi. Contractor shall submit the completed reports, along with recommendations for additional repair or modification, to the work site Project Manager or their designee within seven (7) business days of completing the inspection.

### **D. Gaseous Systems**

- i. Contractor shall conduct scheduled gaseous systems inspections at each work site per applicable NFPA code, State of Texas Code, and the required frequency of each gaseous system.
- ii. Contractor shall notify and coordinate with the Austin Fire Department and AE work site contact in advance before conducting a planned inspections and tests of the various gaseous systems.
- iii. Contractor shall inspect the Gaseous Systems at each site on a monthly basis and write a report concerning all findings which require immediate repair.
- iv. Contractor shall perform all inspections and testing of gaseous fire protections systems as required by applicable codes and AE requirements including:
  - a. Testing that system operates as designed when heat and/or light sensors are activated.
  - b. Weigh the agent bottles to ensure adequate agent is present.
  - c. Conduct door fan tests to ensure the integrity of the enclosure where applicable.
- v. Contractor shall complete all inspection, testing, and maintenance reports using appropriate NFPA forms or pre-approved equivalent forms that describe and document the work performed, any parts that were replaced, and a summary of identified performance issues to monitor.

- vi. Contractor shall submit the completed reports, along with recommendations for additional repair or modification, to the work site Project Manager or their designee within seven (7) business days of completing the inspection.

**E. Other Systems**

- i. The Contractor shall inspect and trip-test the appropriate valves at the recommended frequency intervals per the applicable codes and standards.
- ii. The Contractor shall verify during inspections that all valves are in proper position and are properly sealed, locked, or supervised.
- iii. The Contractor shall conduct the annual test and certification of the Diesel Fire Pumps at the Decker Creek Power Plant.
- iv. The Contractor shall inspect and test the sprinkler protection systems back-up batteries and power supplies according with applicable codes and standards. The batteries shall be replaced by the Contractor in accordance with the manufacturer's recommendation.
- v. The Contractor shall test water flow alarms and replace or calibrate gauges based on the recommended frequency intervals per the applicable codes, standards and manufacturer's recommendations.

**F. CORRECTIVE REPAIR AND UPGRADES/MODIFICATIONS**

- i. The Contractor shall install additional fire protection systems, modify existing systems, troubleshoot, perform major and minor repairs, and replace defective fire protection system equipment.
- ii. The Contractor shall provide as built drawings to document all changes to fire protection systems.
- iii. The Contractor shall troubleshoot and repair the main Sprinkler Alarm Control Panels and assure that the panes are monitoring their associated sub-systems properly and effectively.
- iv. Following a major component replacement or rebuild, the Contractor shall test the affected system in accordance with applicable NFPA standards and document the test results in a written report to AE.
- v. The Contractor shall maintain the Air Dehydrators and Liquid Separators on the compressed air supplies according the manufacturer's instructions and plant requirements.
- vi. The Contractor shall coordinate in advance with AE to isolate, flush, remove, and clean/replace as needed the pipeline strainers in accordance with the applicable standards or if requested directed by AE.
- vii. The Contractor shall periodically flush the water-based systems as needed and/or when it is requested as directed by AE.
- viii. The Contractor shall make repairs, as by AE, to both the above ground and below ground sprinkler piping and valves.
- ix. The Contractor shall inspect and maintain the air pressure maintenance devices according the manufacturer's instructions.

# Table 1: Group A Work Sites

SITE	Alarm Systems	Sprinkler Systems	Fire Hydrants	Gaseous Systems	Other Systems
Holly Street Bldg B 2401 Holly Street, Austin, TX 78702	<ul style="list-style-type: none"> <li>FACP/Smoke – 83112H-13</li> </ul>				
Holly Street Bldg X 2401 Holly Street, Austin, TX 78702	<ul style="list-style-type: none"> <li>FACP/Smoke</li> </ul>				
Decker Creek Power Plant 8003 Decker Lane, Austin, TX 78724	<ul style="list-style-type: none"> <li>Fire Alarm System</li> </ul>	<ul style="list-style-type: none"> <li>Unit 1 L/O Piping - Ground Floor/Wet</li> <li>Unit 1 L/O Piping - Mezz. Floor/Wet</li> <li>Unit 1 L/O Resrvr - Mezz. Floor/Deluge</li> <li>Unit 1 L/O Storage Tanks - Ground Fl. (West Side) /Deluge</li> <li>Unit 1 Boiler Feed Pump/Start-Up BFP/Pre-Action</li> <li>Unit 1 Burner Fronts/Pre-Action</li> <li>Unit 1 Fuel Oil Pump House *(Being Demoed)/Dry System</li> <li>Unit 1 Transformers - Main &amp; Aux/Deluge</li> <li>Unit 1 Turbine Gen Bearings/Pre-Action</li> <li>Unit 1 Hydrogen Seal Oil Unit/Pre-Action</li> <li>Unit 1&amp;2 Cable Vault/Pre-Action</li> <li>Unit 2 L/O Piping - Ground Floor/Wet</li> <li>Unit 2 L/O Piping - Mezz Floor/Wet</li> <li>Unit 2 L/O RSVR Mezz Floor/Deluge</li> <li>Unit 2 Lube Oil Stroage Tanks - Ground Fl. (West Side)/Deluge</li> <li>Unit 2 Boiler Feed Pump/ Start-Up BFP/Pre-Action</li> <li>Unit 2 Burner Fronts/Pre-Action</li> <li>Unit 2 Transformers - Main &amp; Aux/Deluge</li> <li>Unit 2 Turbine Gen. Bearings/Pre-Action</li> <li>Unit 2 Hydrogen Seal Oil Unit/Pre-Action</li> <li>Sprinkler Alarm Panel - Control Rm/FCI</li> <li>GT 1&amp;2 Transformer/Deluge</li> <li>GT 3&amp;4 Transformer/Deluge</li> <li>ST1 &amp; ST2 Transformers/Deluge</li> </ul>	<ul style="list-style-type: none"> <li>Fire Hydrants</li> <li>PIV (post indicated valves)</li> </ul>	C02/FM-200: <ul style="list-style-type: none"> <li>GT 1 A &amp; B/Halon 1301</li> <li>GT 2 A &amp; B/Halon 1301</li> <li>GT 3 A &amp; B/Halon 1301</li> <li>GT 4 A &amp; B/Halon 1301</li> <li>Logic RM #1/Halon 1301</li> <li>Logic RM #2/Halon 1301</li> <li>Library Computer Room/SCADA Room/FM 200</li> <li>GT 1 &amp; 2 Control Rms/ECARO 25</li> <li>GT 3 &amp; 4 Control Rms/ECARO 25</li> </ul>	<ul style="list-style-type: none"> <li>Dry chemical Bld. 26</li> <li>West Sprinkler Pump</li> <li>East Sprinkler Pump</li> </ul>

		<ul style="list-style-type: none"> <li>• Unit 2 Fuel Oil Bldg/Sprinkler</li> <li>• RO &amp; Water Treatment Lab/Sprinkler</li> <li>• Warehouse/Sprinkler</li> <li>• Bldg 20 Sprinkler</li> <li>• Turbine Shop/Sprinkler</li> <li>• Diesel Generator Bldg./Sprinkler</li> <li>• Admin. Bldg./Break Rm./I&amp;C Shop/Mechanic Shop/Sprinkler</li> <li>• Control Room/Sprinkler</li> </ul>			
Sand Hill Energy Center (SHEC) 1101 Fallwell Lane, Del Valle, TX 78617	<ul style="list-style-type: none"> <li>• Fire Alarm System</li> </ul>	<ul style="list-style-type: none"> <li>• Tunnel System (#2)/Pre-Action</li> <li>• Unit 5C Lube Oil Tank /Deluge</li> <li>• Unit 5C Lube Oil Tank Storage Tank Pedestal Sys. #1/Deluge</li> <li>• Unit 5C Lube Oil Tank Storage Tank Pedestal Sys. #2/Deluge</li> <li>• Generator Bearing Sys. #1 Bearing 1, 2 &amp; 3 /Pre-Action</li> <li>• Generator Bearing Sys. #2 Bearing 4, 5 &amp; 6 /Pre-Action</li> <li>• Water Lab Building/RO/Demin. Bldg/Wet</li> <li>• Admin. Building/Wet</li> <li>• Unit 5 Pedestal (#1 Unit 5C)/Dry System</li> <li>• 4 - Backflow</li> </ul>	<ul style="list-style-type: none"> <li>• Fire Hydrants</li> <li>• PIV (post indicated valves)</li> </ul>	<ul style="list-style-type: none"> <li>• Unit 5A Eng. Housing/CO2 Liquid</li> <li>• Unit 5A Bearing Housing/CO2 Liquid</li> <li>• Lube Oil Pump Building/CO2 Liquid</li> <li>• Sprinkler Alarm Panel for above systems/</li> <li>• Lower PECC Building/FM 200</li> <li>• GT 1 Eng. Housing/CO2</li> <li>• GT 2 Eng. Housing/CO2</li> <li>• GT 3 Eng. Housing/CO2</li> <li>• GT 4 Eng. Housing/CO2</li> <li>• GT 6 Eng. Housing/CO2</li> <li>• GT 7 Eng. Housing/CO2</li> <li>• Control House (DCS)/FM 200</li> <li>• Equipment Rooms /FM 200</li> <li>• HAZMAT Building/Dry System</li> </ul>	
Longhorn Dam - Motor Pumps Rooms		<ul style="list-style-type: none"> <li>• Heat/Smoke 83112H-6</li> </ul>			

## Table 2: Group B Work Sites

SITE	Fire Alarm Systems	Sprinkler Systems	Fire Hydrants	Gaseous Systems	Other Systems
Town Lake Center (TLC) 721 Barton Springs Rd. Austin, TX 78704	<ul style="list-style-type: none"> <li>• Fire Alarm – Simplex 4100ES</li> </ul>	<ul style="list-style-type: none"> <li>• Wet system</li> <li>• Dry system</li> <li>• 1 - Backflow</li> </ul>			
Kramer Ln Bldg C 2412 Kramer Ln. Austin, TX 78758	<ul style="list-style-type: none"> <li>• Fire Alarm – Silent Knight – Intelli Knight Model 5805</li> </ul>		<ul style="list-style-type: none"> <li>• 2 - Fire Hydrant</li> </ul>		
Kramer Ln Bldg D 2412 Kramer Ln. Austin, TX 78758	<ul style="list-style-type: none"> <li>• Fire Alarm – Silent Knight – Intelli Knight Model 5805</li> </ul>		<ul style="list-style-type: none"> <li>• 2 - Fire Hydrant s</li> </ul>		
Kramer Ln Bldg. E 2526 Kramer Ln. Austin, TX 78758	<ul style="list-style-type: none"> <li>• Fire Alarm – Silent Knight – Intelli Knight Model 5895XL &amp; Intelli Knight Model 5805</li> </ul>	<ul style="list-style-type: none"> <li>• 1 Wet System</li> <li>• 1 Dry System</li> <li>• 1 Backflow</li> </ul>	<ul style="list-style-type: none"> <li>• 2 - Fire Hydrants</li> </ul>		
St. Elmo Service Center 4411 Meinardus Dr. Austin, TX 78744	<ul style="list-style-type: none"> <li>• Fire Alarm – Silent Night 5820XL</li> </ul>				
St. Elmo Warehouse 4411 Meinardus Dr. Austin TX 78744	<ul style="list-style-type: none"> <li>• Fire Alarm – Silent Night 5204XL</li> </ul>	<ul style="list-style-type: none"> <li>• 1 Wet System</li> <li>• 1 Dry System</li> <li>• 7 Backflows</li> <li>• 2 - PIV</li> </ul>	<ul style="list-style-type: none"> <li>• 5 - Hydrants</li> </ul>		
Domain Cooling Plant (DCP) 3120 Kramer Ln. Austin, TX 78758	<ul style="list-style-type: none"> <li>• Fire Alarm – Simplex 4100ES</li> </ul>	<ul style="list-style-type: none"> <li>• Wet System</li> <li>• Deluge System on cooling towers</li> <li>• 2 - Backflows</li> <li>• 9 - PIV's</li> </ul>	<ul style="list-style-type: none"> <li>• 5 - Hydrants</li> </ul>		

District Cooling Plant (DCP) I 300 San Antonio St. Austin, TX 78701	<ul style="list-style-type: none"> <li>• Fire Alarm – Simplex 4005</li> </ul>				
District Cooling Plant (DCP) II 410 Sabine St. Austin, TX 78701	<ul style="list-style-type: none"> <li>• Fire Alarm – Simplex 4010ES</li> </ul>	<ul style="list-style-type: none"> <li>• Wet System</li> <li>• Dry System</li> <li>• Backflow - 1</li> </ul>			
Back-up Control Center (BUCC) 8003 Decker Lane, Austin, TX 78724	<ul style="list-style-type: none"> <li>• Fire Alarm – Radionics D7024 FACP</li> </ul>			<ul style="list-style-type: none"> <li>• FM-200 gas system</li> </ul>	
System Control Center (SCC) 2500 Montopolis Dr, Austin, TX 78741		<ul style="list-style-type: none"> <li>• 20 - Backflows</li> </ul>	<ul style="list-style-type: none"> <li>• 8 - Hydrants</li> </ul>		
Combined Transportation and Emergency Communication Center (CTECC) 5010 Old Manor Rd #330 Austin, TX 78723		<ul style="list-style-type: none"> <li>• Wet System</li> <li>• Dry System</li> <li>• 10" Backflow</li> <li>• 12" Backflow</li> </ul>			

**AUSTIN ENERGY  
REQUEST FOR PROPOSAL (RFP) CAK0002  
TESTING, INSPECTIONS, AND OTHER SERVICES FOR AUSTIN ENERGY FIRE  
PROTECTION SYSTEMS**

1. **PROPOSAL FORMAT**

Prefacing the proposal, the Proposer shall provide an Executive Summary, which gives in brief, concise terms a summation of the proposal. The proposal itself shall be organized in the following format and informational sequence:

- A. **Business Organization**: State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.
- B. **Authorized Negotiator**: Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.
- C. **Cost Proposal**:
- i. Complete Section 0705, Price Sheet. Unless otherwise noted, these shall be the total and only costs to the City for performing the work specified in the Scope of Work (Section 0500).
  - ii. Provide Annual Base Prices (Lump Sum) per system, per work site for both Groups A and B- refer to Section 0500, Tables 1 and 2.
  - iii. Prices should include inspections and testing (scheduled work) for each system listed, and shall include all costs, including but not limited to, labor, supervision, technical support, administrative support, reporting, travel, and expenses. Refer to Tables 1 and 2 in Section 0500 for additional information.
  - iv. Provide Hourly Labor Rates for unscheduled work: repairs, emergency services, and training.
  - v. Provide a Contractor's Cost Plus Mark-Up percentage for Materials and Replacement Parts.
- D. **Program**: Define in detail your understanding of the Contractor requirements, responsibilities, and work/performance specifications as referenced in Section 0500. Provide and or identify your methods to perform tasks, sub-tasks, milestones, and decision points related to the Scope of Work. Specifically indicate:
- i. Your solution for providing scheduling, tracking, reporting, and invoicing work completed on multiple systems at various AE work sites.
  - ii. Describe your work program for both scheduled and unscheduled work. Detail the steps you will take when working on each of the systems listed in Section 0500.
  - iii. Discuss your prior experience completing similar work for commercial clients and how you manage qualified staff and their work at multiple work sites. Include how you:
    - a. Recruit, hire, and train qualified staff
    - b. Your policies regarding drug testing and disciplinary actions for poor performance and/or behavioral issues
    - c. How you ensure that all certifications and licenses for the company and your staff are kept current and active
    - d. Your processes for ensuring quality assurance/quality control (Any QAQC programs, i.e. ISO-9001) certifications.

**AUSTIN ENERGY  
REQUEST FOR PROPOSAL (RFP) CAK0002  
TESTING, INSPECTIONS, AND OTHER SERVICES FOR AUSTIN ENERGY FIRE  
PROTECTION SYSTEMS**

- iv. Discuss your safety record working on projects for commercial utility clients. Include:
  - a. Your OSHA recordable accident rate for each of last five years
  - b. Attach a copy of your organization's Safety Plan
- v. Include a statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities. List any grievances, claims, or legal issues that have occurred within the last three (3) years. Provide information on pending litigation, company buy-outs, or liens that may affect your ability to provide services under a resulting contract.
- E. **Personnel**: Include names and qualifications of all professional personnel who will be assigned to this project. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title. Provide all resumes, including any sub-consultant personnel.
- F. **Project Management Structure**: Provide a general explanation and chart which specifies project leadership and reporting responsibilities; and interface the team with City project management and team personnel. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.
- G. **Safety record**: OSHA recordable rate for each of last five years.
- H. **Exceptions**: Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal.

The terms and conditions stated in this RFP shall constitute the terms and conditions of a resulting contract with the successful Proposer after award. If any exceptions are taken by a Proposer to any term or condition of this RFP, the Proposer must clearly indicate each specific exception taken, include a full explanation of the reason for said exception, and include any proposed language for any alternative term as a separate attachment to the Proposal, stating clearly in writing that the Proposer's Contract or Legal staff have reviewed and proposed all such terms in the Proposer's exceptions. Proposer must also certify in their proposal, that its authorized agents have reviewed all terms and conditions of the RFP, and, except for any exceptions, have authority to bind Proposer to comply with all of the City of Austin's terms and conditions. The failure to identify exceptions or proposed changes with a full explanation and substitute language shall constitute acceptance by the Proposer of the Solicitation as proposed by the City.

The City reserves the right to reject a proposal containing exceptions, additions, qualifications or conditions not called for in the Solicitation. Additionally, all exceptions or supplemental terms and conditions proposed by a Proposer in response to any portion of this RFP but not submitted at the time required for submitting of the Initial Proposal (i.e., the specified RFP closing date and time listed on the cover sheet of the Solicitation) may be rejected at the sole discretion of the City.

**2. ADDITIONAL PROPOSAL TERMS**

- A. **Local Business Presence**: The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, 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

**AUSTIN ENERGY  
REQUEST FOR PROPOSAL (RFP) CAK0002  
TESTING, INSPECTIONS, AND OTHER SERVICES FOR AUSTIN ENERGY FIRE  
PROTECTION SYSTEMS**

administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation. Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of work as reflected in the Offeror's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. Specify if and by which definition the Offeror or Subcontractor(s) have a local business presence.

- B. **Proposal Acceptance Period:** All proposals are valid for a period of one hundred and twenty (120) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.
- C. **Proprietary Information:** All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.
- D. **Proposal Preparation Costs:** All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.

**3. EVALUATION FACTORS AND AWARD**

A. **Competitive Selection:** This procurement will comply with applicable City Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph B below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the Best Offeror. Award of a Contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

**B. Evaluation Factors:**

- i. 100 points.
  - a. Safety Record—10 points
  - b. Technical Concept and Solutions (reference 1D) – 25 points
  - c. Experience & Performance Capability (reference 1D) – 25 points
  - d. Total Evaluated Cost (reference 1C) – 30 points
  - e. Local Business Presence (reference 2A) – 10 points

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

**AUSTIN ENERGY  
REQUEST FOR PROPOSAL (RFP) CAK0002  
TESTING, INSPECTIONS, AND OTHER SERVICES FOR AUSTIN ENERGY FIRE  
PROTECTION SYSTEMS**

Interviews Optional. Interviews may be conducted at the discretion of the City. The City will score proposals based on the items listed above. The City may select a “short list” of Proposers based on those scores. Short listed Proposers may be invited for interviews with the City. The City reserves the right to negotiate the actual contract scope of work and cost

REQUEST FOR PROPOSAL (RFP)  
 TESTING, INSPECTIONS, AND OTHER SERVICES  
 FOR AUSTIN ENERGY FIRE PROTECTION SYSTEMS  
 PRICE SHEET  
 CAK0002

**GENERAL INSTRUCTIONS**

Austin Energy requires a completed “Price Sheet” be included with the submitted proposal. The listed prices will be reviewed as evaluation factors in determining contract awards.

A breakdown of costs for inspections and tests must be provided in the proposal response to substantiate the basis for the base lump sum price per system per AE work site. The breakdown must clearly describe the frequency (weekly, monthly, quarterly, semi-annual, annual, etc.) and types of inspections and tests for each system. This work is considered “scheduled work” and must be planned and coordinated with each AE work site in advance of performing work and per the criteria listed in Section 0500.

1. SCHEDULED SERVICES PRICES PER SYSTEM/PER WORK SITE – Price should include all costs, including but not limited to, labor, supervision, technical support, administrative support, reporting, travel, and expenses. Refer to Tables 1 and 2 in Section 0500 for additional information.

**A. GROUP A WORK SITES AND SYSTEMS**

1. Fire Systems

<b>WORK SITE</b>	<b>SYSTEM</b>	<b>Monthly Inspection</b>	<b>Quarterly Inspection</b>	<b>Annual Inspection and Testing</b>
Holly Street Bldg B 2401 Holly Street, Austin, TX 78702	Fire Alarm Systems - FACP/Smoke – 83112H-13	\$	\$	\$
Holly Street Bldg X 2401 Holly Street, Austin, TX 78702	Fire Alarm Systems - FACP/Smoke	\$	\$	\$
Decker Creek Power Plant 8003 Decker Lane, Austin, TX 78724	Fire Alarm Systems	\$	\$	\$
Sand Hill Energy Center (SHEC) 1101 Fallwell Lane, Del Valle, TX 78617	Fire Alarm Systems	\$	\$	\$

2. Sprinkler Systems

WORK SITE	SYSTEM	Quarterly Inspection	Annual Inspection	Five Year Inspection and Testing
Decker Creek Power Plant 8003 Decker Lane, Austin, TX 78724	<ul style="list-style-type: none"> <li>• Unit 1 L/O Piping - Ground Floor/Wet</li> <li>• Unit 1 L/O Piping - Mezz. Floor/Wet</li> <li>• Unit 1 L/O Resrvr - Mezz. Floor/Deluge</li> <li>• Unit 1 L/O Storage Tanks - Ground Fl. (West Side) /Deluge</li> <li>• Unit 1 Boiler Feed Pump/Start-Up BFP/Pre-Action</li> <li>• Unit 1 Burner Fronts/Pre-Action</li> <li>• Unit 1 Fuel Oil Pump House *(Being Demoed)/Dry System</li> <li>• Unit 1 Transformers - Main &amp; Aux/Deluge</li> <li>• Unit 1 Turbine Gen Bearings/Pre-Action</li> <li>• Unit 1 Hydrogen Seal Oil Unit/Pre-Action</li> <li>• Unit 1&amp;2 Cable Vault/Pre-Action</li> <li>• Unit 2 L/O Piping - Ground Floor/Wet</li> <li>• Unit 2 L/O Piping - Mezz Floor/Wet</li> <li>• Unit 2 L/O RSVR Mezz Floor/Deluge</li> <li>• Unit 2 Lube Oil Stroage Tanks - Ground Fl. (West Side)/Deluge</li> <li>• Unit 2 Boiler Feed Pump/ Start-Up BFP/Pre-Action</li> <li>• Unit 2 Burner Fronts/Pre-Action</li> <li>• Unit 2 Transformers - Main &amp; Aux/Deluge</li> <li>• Unit 2 Turbine Gen. Bearings/Pre-Action</li> <li>• Unit 2 Hydrogen Seal Oil Unit/Pre-Action</li> <li>• Sprinkler Alarm Panel - Control Rm/FCI</li> <li>• GT 1&amp;2 Transformer/Deluge</li> <li>• GT 3&amp;4 Transformer/Deluge</li> <li>• ST1 &amp; ST2 Transformers/Deluge</li> <li>• Unit 2 Fuel Oil Bldg/Sprinkler</li> <li>• RO &amp; Water Treatment Lab/Sprinkler</li> <li>• Warehouse/Sprinkler</li> <li>• Bldg 20 Sprinkler</li> <li>• Turbine Shop/Sprinkler</li> <li>• Diesel Generator Bldg./Sprinkler</li> <li>• Admin. Bldg./Break Rm./I&amp;C Shop/Mechanic Shop/Sprinkler</li> <li>• Control Room/Sprinkler</li> </ul>	\$	\$	\$

<b>WORK SITE</b>	<b>SYSTEM</b>	<b>Quarterly Inspection</b>	<b>Annual Inspection</b>	<b>Five Year Inspection and Testing</b>
Sand Hill Energy Center (SHEC) 1101 Fallwell Lane, Del Valle, TX 78617	<ul style="list-style-type: none"> <li>• Tunnel System (#2)/Pre-Action</li> <li>• Unit 5C Lube Oil Tank /Deluge</li> <li>• Unit 5C Lube Oil Tank Storage Tank Pedestal Sys. #1/Deluge</li> <li>• Unit 5C Lube Oil Tank Storage Tank Pedestal Sys. #2/Deluge</li> <li>• Generator Bearing Sys. #1 Bearing 1, 2 &amp; 3 /Pre-Action</li> <li>• Generator Bearing Sys. #2 Bearing 4, 5 &amp; 6 /Pre-Action</li> <li>• Water Lab Building/RO/Demin. Bldg/Wet</li> <li>• Admin. Building/Wet</li> <li>• Unit 5 Pedestal (#1 Unit 5C)/Dry System</li> <li>• 4 - Backflow</li> </ul>	\$	\$	\$
Longhorn Dam – Motor Pumps Rooms	Sprinkler Systems – <ul style="list-style-type: none"> <li>• Heat/Smoke 83112H-6</li> </ul>			

### 3. Fire Hydrant Systems

<b>WORK SITE</b>	<b>SYSTEM</b>	<b>Annual Inspection</b>
Decker Creek Power Plant 8003 Decker Lane, Austin, TX 78724	Fire Hydrants and PIV (post indicated valves)	\$
Sand Hill Energy Center (SHEC) 1101 Fallwell Lane, Del Valle, TX 78617	Fire Hydrants PIV (post indicated valves)	\$

4. Gaseous Systems

WORK SITE	SYSTEM	Semi-Annual Inspection
Decker Creek Power Plant 8003 Decker Lane, Austin, TX 78724	Gaseous Systems - C02/FM-200: <ul style="list-style-type: none"> <li>• GT 1 A &amp; B/Halon 1301</li> <li>• GT 2 A &amp; B/Halon 1301</li> <li>• GT 3 A &amp; B/Halon 1301</li> <li>• GT 4 A &amp; B/Halon 1301</li> <li>• Logic RM #1/Halon 1301</li> <li>• Logic RM #2/Halon 1301</li> <li>• Library Computer Room/SCADA Room/FM 200</li> <li>• GT 1 &amp; 2 Control Rms/ECARO 25</li> <li>• GT 3 &amp; 4 Control Rms/ECARO 25</li> </ul>	\$
Sand Hill Energy Center (SHEC) 1101 Fallwell Lane, Del Valle, TX 78617	<u>Gaseous Systems</u> <ul style="list-style-type: none"> <li>• Unit 5A Eng. Housing/CO2 Liquid</li> <li>• Unit 5A Bearing Housing/CO2 Liquid</li> <li>• Lube Oil Pump Building/CO2 Liquid</li> <li>• Sprinkler Alarm Panel for above systems/</li> <li>• Lower PECC Building/FM 200</li> <li>• GT 1 Eng. Housing/CO2</li> <li>• GT 2 Eng. Housing/CO2</li> <li>• GT 3 Eng. Housing/CO2</li> <li>• GT 4 Eng. Housing/CO2</li> <li>• GT 6 Eng. Housing/CO2</li> <li>• GT 7 Eng. Housing/CO2</li> <li>• Control House (DCS)/FM 200</li> <li>• Equipment Rooms /FM 200</li> <li>• HAZMAT Building/Dry System</li> </ul>	\$

5. Other Systems

<b>WORK SITE</b>	<b>SYSTEM</b>	<b>Monthly Inspection</b>	<b>Quarterly Inspection</b>	<b>Annual Inspection and Testing</b>
Decker Creek Power Plant 8003 Decker Lane, Austin, TX 78724	Other Systems – <ul style="list-style-type: none"> <li>• Dry chemical Bld. 26</li> <li>• West Sprinkler Pump</li> <li>• East Sprinkler Pump</li> </ul>			
Sand Hill Energy Center (SHEC) 1101 Fallwell Lane, Del Valle, TX 78617	Door Fan Tests: <ul style="list-style-type: none"> <li>• LM6000 package (CO2) price</li> <li>• 7FA &amp; Accessory module (CO2) price</li> <li>• Lower PECC (FM 200) price</li> <li>• Administrative Building (FM 200) price</li> </ul>			

**B. GROUP B WORK SITES AND SYSTEMS**

1. Fire Systems

<b>WORK SITE</b>	<b>SYSTEM</b>	<b>Monthly Inspection</b>	<b>Quarterly Inspection</b>	<b>Annual Inspection and Testing</b>
Town Lake Center (TLC) 721 Barton Springs Rd. Austin, TX 78704	<ul style="list-style-type: none"> <li>• Fire Alarm – Simplex 4100ES</li> </ul>	\$	\$	\$
Kramer Ln Bldg C 2412 Kramer Ln. Austin, TX 78758	<ul style="list-style-type: none"> <li>• Fire Alarm – Silent Knight – Intelli Knight Model 5805</li> </ul>	\$	\$	\$
Kramer Ln Bldg D 2412 Kramer Ln. Austin, TX 78758	<ul style="list-style-type: none"> <li>• Fire Alarm – Silent Knight – Intelli Knight Model 5805</li> </ul>	\$	\$	\$
Kramer Ln Bldg. E 2526 Kramer Ln. Austin, TX 78758	Fire Alarm – Silent Knight – Intelli Knight Model 5895XL & Intelli Knight	\$	\$	\$

	Model 5805			
St. Elmo Service Center 4411 Meinardus Dr. Austin, TX 78744	<ul style="list-style-type: none"> <li>• Fire Alarm – Silent Night 5820XL</li> </ul>	\$	\$	\$
St. Elmo Warehouse 4411 Meinardus Dr. Austin TX 78744	<ul style="list-style-type: none"> <li>• Fire Alarm – Silent Night 5204XL</li> </ul>	\$	\$	\$
Domain Cooling Plant (DCP) 3120 Kramer Ln. Austin, TX 78758	<ul style="list-style-type: none"> <li>• Fire Alarm – Simplex 4100ES</li> </ul>	\$	\$	\$
District Cooling Plant (DCP) I 300 San Antonio St. Austin, TX 78701	<ul style="list-style-type: none"> <li>• Fire Alarm – Simplex 4005</li> </ul>	\$	\$	\$

District Cooling Plant (DCP) II 410 Sabine St. Austin, TX 78701	<ul style="list-style-type: none"> <li>• Fire Alarm – Simplex 4010ES</li> </ul>	\$	\$	\$
Back-up Control Center (BUCC) 8003 Decker Lane, Austin, TX 78724	<ul style="list-style-type: none"> <li>• Fire Alarm – Radionics D7024 FACP</li> </ul>	\$	\$	\$

## 2. Sprinkler Systems

WORK SITE	SYSTEM	Quarterly Inspection	Annual Inspection	Five Year Inspection and Testing
Town Lake Center (TLC) 721 Barton Springs Rd. Austin, TX 78704	<ul style="list-style-type: none"> <li>• Wet system</li> <li>• Dry system</li> <li>• Halon on 3rd floor data room</li> </ul> 1 - Backflow	\$	\$	\$
Kramer Ln Bldg. E	<ul style="list-style-type: none"> <li>• 1 Wet System</li> </ul>	\$	\$	\$

2526 Kramer Ln. Austin, TX 78758	<ul style="list-style-type: none"> <li>• 1 Dry System</li> <li>• 1 Backflow</li> </ul>			
St. Elmo Warehouse 4411 Meinardus Dr. Austin TX 78744	<ul style="list-style-type: none"> <li>• 1 Wet System</li> <li>• 1 Dry System</li> <li>• 7 Backflows</li> <li>• 2 - PIV</li> </ul>	\$	\$	\$
Domain Cooling Plant (DCP) 3120 Kramer Ln. Austin, TX 78758	<ul style="list-style-type: none"> <li>• Wet System</li> <li>• Deluge System on cooling towers</li> <li>• 2 - Backflows</li> <li>• 9 - PIV's</li> </ul>	\$	\$	\$
District Cooling Plant (DCP) II 410 Sabine St. Austin, TX 78701	<ul style="list-style-type: none"> <li>• Wet System</li> <li>• Dry System</li> <li>• Backflow - 1</li> </ul>	\$	\$	\$
System Control Center (SCC) 2500 Montopolis Dr, Austin, TX 78741	<ul style="list-style-type: none"> <li>• 20 - Backflows</li> </ul>	\$	\$	\$
Combined Transportation and Emergency Communication Center (CTECC) 5010 Old Manor Rd #330 Austin, TX 78723	<ul style="list-style-type: none"> <li>• Wet System</li> <li>• Dry System</li> <li>• 10" Backflow</li> <li>• 12" Backflow</li> </ul>	\$	\$	\$

### 3. Fire Hydrant Systems

<b>WORK SITE</b>	<b>SYSTEM</b>	<b>Annual Inspection</b>
Kramer Ln Bldg C 2412 Kramer Ln. Austin, TX 78758	<ul style="list-style-type: none"> <li>• 2 - Fire Hydrant</li> </ul>	\$
Kramer Ln Bldg D 2412 Kramer Ln. Austin, TX 78758	2 - Fire Hydrants	\$
Kramer Ln Bldg. E 2526 Kramer Ln.	2 - Fire Hydrants	\$

Austin, TX 78758		
St. Elmo Warehouse 4411 Meinardus Dr. Austin TX 78744	• 5 - Hydrants	\$
Domain Cooling Plant (DCP) 3120 Kramer Ln. Austin, TX 78758	• 5 - Hydrants	\$
System Control Center (SCC) 2500 Montopolis Dr, Austin, TX 78741	• 8 - Hydrants	\$

4. Gaseous Systems

WORK SITE	SYSTEM	Semi-Annual Inspection
Back-up Control Center (BUCC) 8003 Decker Lane, Austin, TX 78724	• FM-200 gas system	\$

2. UNSCHEDULED WORK: REPAIRS, EMERGENCY SERVICES, AND TRAINING: Prices shall include all costs, including but not limited to, labor, supervision, technical support, administrative support, reporting, travel, and expenses. Refer to Tables 1 and 2 in Section 0500 for additional information. All blank sections must be completed

A. HOURLY LABOR RATES

1. TECHNICIAN/HELPER

	\$ per hour
Emergencies and unscheduled work during standard hours (7 am to 6 pm, Monday - Friday)	\$
Emergencies and unscheduled work during non- standard hours (6:01 pm to 6:59 am, Monday - Friday)	\$
Emergencies and unscheduled work during standard and non-standard hours on weekends and City recognized holidays	\$

2. LEAD TECHNICIAN

	\$ per hour
Emergencies and unscheduled work during standard hours (7 am to 6 pm, Monday - Friday)	\$
Emergencies and unscheduled work during non- standard hours (6:01 pm to 6:59 am, Monday - Friday)	\$
Emergencies and unscheduled work during standard and non-standard hours on weekends and City recognized holidays	\$

3. SUPERVISOR

	\$ per hour
Emergencies and unscheduled work during standard hours (7 am to 6 pm, Monday - Friday)	\$
Emergencies and unscheduled work during non- standard hours (6:01 pm to 6:59 am, Monday - Friday)	\$
Emergencies and unscheduled work during standard and non-standard hours on weekends and City recognized holidays	\$

4. PROJECT MANAGER

	\$ per hour
Emergencies and unscheduled work during standard hours (7 am to 6 pm, Monday - Friday)	\$
Emergencies and unscheduled work during non- standard hours (6:01 pm to 6:59 am, Monday - Friday)	\$
Emergencies and unscheduled work during standard and non-standard hours on weekends and City recognized holidays	\$

B. CONTRACTOR'S COST PLUS MARK-UP – Please indicate the percent mark-up that will be billed on materials and replacement parts. Mark-up shall be applied to Contractor's cost, not total costs.

Materials (includes equipment rentals, and items needed for requested work)	%
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Replacement Parts	%
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3. CONTINGENCY FOR REPAIRS/MODIFICATIONS

- A. A contingency amount of \$470,000 will be allocated to a resulting contract for systems repairs/modifications at Sandhill and Decker Power Plants, on an as-needed basis. A contingency amount of \$300,000.00 will be allocated to a resulting contract for systems repairs/modifications at various Group B locations, on an as needed basis. Pricing for such services will be requested on a “per job” basis per a request for quote (RFQ) from vendors awarded through this solicitation. RFQ responses shall be provided in writing and shall include lump-sum pricing for work requested.
- B. There is no guarantee of work to be completed on a contingency basis.
- C. The City reserves the right to seek contingency services from vendors not included on a resulting contract.