



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

SOLICITATION NO: CAK0004

COMMODITY/SERVICE DESCRIPTION: Commercial Meter Replacement Installation

DATE ISSUED: June 27, 2016

REQUISITION NO.: 16031700330

PRE-PROPOSAL CONFERENCE TIME AND DATE:

July 12, 2016 at 11:00am

COMMODITY CODE: 96246 & 91438

Non-mandatory; included below is the call-in information: USA Toll-Free: (877) 402-9753, ACCESS CODE: 2182020

LOCATION: 2500 Montopolis Drive, Austin, TX 78741, Room 1078

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT THE FOLLOWING AUTHORIZED CONTACT PERSONS:

PROPOSAL CLOSING TIME AND DATE: July 28, 2016 at 3:00PM

Cheryl A Kaufman
 Senior Buyer
 Phone: (512) 505-3545

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

E-Mail: cheryl.kaufman@austinenergy.com

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

Terry Nicholson
 Senior Buyer Supervisor
 Phone: (512) 322-6586

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

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

Email: terry.nicholson@austinenergy.com

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

Address for US Mail (Only)	Address for Fedex, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # CAK0004	Purchasing Office-Response Enclosed for Solicitation # CAK0004
P.O. Box 1088	124 W 8 th 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.

SUBMIT 1 ORIGINAL, 5 COPIES, AND 1 ELECTRONIC COPY 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	7
AFF 1	AFFIDAVIT OF COMPLIANCE- FACTA- Complete and return	1
0500	SCOPE OF WORK	10
APP A	APPENDIX A- WORK ORDER	5
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	1
0705	COST PROPOSAL SHEET- per unit pricing	1
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
0830	PREVAILING WAGE	8
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

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

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.

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

Answer: _____ Which State: _____

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

Answer: _____

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.

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.	

Company Name	

Name and Title of Authorized Representative (Print or Type)	

Signature	Date

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

SOLICITATION NUMBER:
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.**

Sub-Contractor / Sub-Consultant			
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			

Sub-Contractor / Sub-Consultant			
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			

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

AFFIDAVIT OF COMPLIANCE

I HEREBY AFFIRM that I, [name] _____, am the [title] _____, and the duly authorized representative of [name of business] _____.

I am over 18 years of age, of sound mind, capable of making this affidavit, personally acquainted with the facts stated in it, and I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

I ACKNOWLEDGE that, in accordance with the Fair and Accurate Credit Transactions Act (FACTA), the City of Austin is required to ensure that the activities of service providers who provide the City services related to covered accounts under FACTA are conducted in accordance with reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft.

I FURTHER AFFIRM that the aforementioned entity has in place reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft.

Signed this the ____ day of _____, 20__.

Signature of Affiant

BEFORE ME, the undersigned authority, personally appeared _____, who being by me duly sworn, stated that the contents of this affidavit are true and correct.

SWORN TO AND SUBSCRIBED before me on the ____ day of _____, 20__.

Notary Public in and for the State of Texas

My commission expires: _____

**CITY OF AUSTIN
PURCHASING OFFICE
PREVAILING WAGE RATES AND PAYROLL REPORTING**

1. PAYMENT

A. Classification Definitions, Building and Heavy and Highway

Definitions for Building Construction and Heavy and Highway classifications shall conform to the current "Dictionary of Occupational Titles" as published by the U.S. Department of Labor.

B. Minimum Wages

Workers assigned to perform work under a City Contract that contains the Prevailing Wage provision shall be paid not less than wage rates, including fringe benefits, as published by the Department of Labor (DOL) for Building Construction and Heavy and Highway Trades. Such wage rates shall be used throughout the Contract. If a classification is to be used, which is not listed in the attached wage rates, Contractor shall submit to the City rates and classification proposed for use, for approval, **prior** to performance of the work.

NOTE: The terms journeyman and apprentice apply to both union and independent workers, and are not intended to imply that these positions are union workers only.

All laborers and mechanics performing work for this Contract shall be paid unconditionally and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by Secretary of Labor under the Copeland Act, Title 29 CFR, Part 3) full wages accrued and when due, computed at rates not less than wage rates bound herein pertaining to type of work being performed. When work is of such a nature that both Building and Heavy and Highway wage scales are incorporated into contract, Contractor shall pay wage rates to mechanics or laborers performing work in more than one classification at the rate indicated for each classification for time actually worked as determined by area practice applicable to type (Site Construction Crafts or Building Construction Crafts) of work being performed without regards to skill. Salaried specialists (contract superintendent and administrative personnel only) in the permanent employment of Contractor do not fall under any Wage Classification. Wage rates shall be posted by Contractor in easily accessible and conspicuous places, where it can be seen by all workers. The following shall also be posted by the Contractor alongside prevailing wage rates: City of Austin wage contact posters (English and Spanish), City of Austin Equal Employment Opportunity posters (English and Spanish) Link to posters below:

https://assets.austintexas.gov/purchase/prevailing_wage_posters.pdf

C. Overtime Requirements

No Contractor, Subcontractor, or Sub-subcontractor contracting for any part of contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he is employed on such work, to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours in excess of forty hours in such workweek.

2. APPRENTICES

Locally & Federally Funded Contracts

Apprentices and Trainees will be permitted to work as such only when they are registered, individually, under a bonafide Apprenticeship or Trainee program registered with the Bureau of Apprenticeship and Training, United States Department of Labor. The allowable ratio of Apprentices or Trainees to journeymen in any craft classification shall not be greater than the ratio permitted to Contractor as stated in the registered Apprenticeship program standards. Any employee listed on a payroll at an Apprentice or Trainee wage rate, who is not registered as above, shall be paid the wage rate provided in Contract for work employee actually performed. Contractor, Subcontractor, or Sub-subcontractor shall furnish to the City written evidence of registration of his program for Apprentices and Trainees as well as of the appropriate ratios and wage rates, for the area of construction **prior** to using any Apprentices or Trainees on this Contract.

**CITY OF AUSTIN
PURCHASING OFFICE
PREVAILING WAGE RATES AND PAYROLL REPORTING**

3. WITHHOLDING OF PAYMENTS

The City may withhold or cause to be withheld from Contractor as much of the accrued payments as necessary to pay laborers and mechanics employed by Contractor, Subcontractors, or Sub-subcontractors the amount of wages required to comply with the Contract. In the event of nonpayment of wages to laborers or mechanics working on the site of the work of this Contract, the City may, after written notice to Contractor, take such action as may be necessary to cause suspension of any further payments or advance of funds to Contractor until such violations have ceased and until restitution has been made. Payments may also be withheld if Contractor fails to maintain weekly payroll reports or fails to provide copies in a timely manner upon request of the City.

4. PAYROLLS

A. Contractor shall keep records showing:

1. Name, address and occupation of each worker employed by the Contractor or Subcontractor(s) in the construction of the public work.
2. Actual per diem wages paid to each worker.
3. Employee Certification. Contractor and all levels of Subcontractors, shall identify in writing, the classification agreed to by all laborers and mechanics employed by them in the execution of the Contract, and pay not less than rates specified in the attached Building Construction and Heavy and Highway Wage Rate Schedule(s). Contractor shall prepare a completed form for the signature of Employee and a witness shall sign the form in the presence of Employee. If work performed by worker is different than the trade classification agreed upon, the worker shall be paid for that work no less than the minimum prevailing wage for that specified trade.
4. Payroll Deduction Authorization Form. Contractor, Subcontractor, and Sub-subcontractor shall prepare for employee signature a payroll deduction authorization form to identify all payroll deductions excluding those required by statute, such as federal income taxes, Medicare and social security.

B. The record shall be open at all reasonable hours to inspection by the officers and agents of the City as requested. Contractor will be responsible to provide copies of records as requested by the City within two (2) working days. Payrolls relating to this work shall be maintained during term of Contract and preserved for a period of three (3) years thereafter by Contractor for all laborers and mechanics working on the work.

C. Statement of Compliance

A Statement of Compliance, a letter signed and dated by party responsible for supervising the payment of persons employed by Contractor or subcontractor shall accompany payrolls required by the City. The Statement of Compliance letter shall identify but is not limited to:

1. Name of signatory party and title.
2. Name of Contract, payroll period.
3. Name of Contractor or Subcontractor.

The signed letter attests that the payroll complies with 29CFR issued by the Secretary of Labor.

D. Federal Funding

In the event that federal funding is used:

1. Contractor and all levels of Subcontractors shall submit weekly certified payroll reports and signed wage compliance statements to the City's designated office no later than seven (7) calendar days after the scheduled payday.

**CITY OF AUSTIN
PURCHASING OFFICE
PREVAILING WAGE RATES AND PAYROLL REPORTING**

2. Contractors and all levels of Subcontractors shall pay all “mechanics and laborers” not less often than once per week, for work performed the previous week.
3. Submit to the City’s designated office [Standard Form 1413](#), Statement and Acknowledgement, from each Subcontractor prior to the Subcontractor performing work on the Contract.

5. COMPLAINTS AND PENALTIES

A public body awarding a contract, and an agent or officer of the public body, shall, take cognizance of complaints of all violations of Chapter 2258 Texas Government Code Title 10 or applicable Federal Statutes committed in the execution of the Contract; and withhold money forfeited or required to be withheld under this chapter from the payments to the Contractor under the Contract. A Contractor or Subcontractor(s) who violates this section shall pay to the political subdivision on whose behalf the Contract is made, \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the Contract. A public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter. Confirmed disciplinary action taken by Contractor against employees who provide information during an interview or investigation by the City on wages received, may result in suspension or debarment from consideration of award of City contracts.

6. AREA PRACTICE

- A. Heavy and Highway Construction Rates shall be used on this Contract, unless the Contract consists primarily of Building Construction and Building Construction Rates are to be used.
 1. Building Construction consists generally of all aspects of construction of buildings, which are sheltered enclosures with walk-in access for the purpose of housing persons, machinery, equipment or supplies, including without limitation the installation of utilities and equipment, both above and below grade level, as well as incidental demolition, grading, utilities, paving and other site work. Buildings need not be “habitable” to be classified as Building Construction and the installation of heavy machinery and/or equipment will not generally change a Building Construction project’s classification.
 2. The determination of Building Construction wage rates includes all construction trades and work necessary to complete a building, regardless of the number of contracts involved, so long as all such contracts are closely related in purpose, time and place.
- B. For contracts that involve both Building Construction and Heavy and Highway trades, the following classifications shall be used:
 1. A multiple classification shall be used if Building Construction items are more than 20% of the Heavy and Highway Contract cost.
 2. A multiple classification shall be used if Heavy and Highway Construction items are more than 20% of the Building Construction Contract cost.
- C. Split classifications/multiple wage rate schedules: When construction work requires that an employee perform work under multiple classifications or multiple wage scales, the employer must pay that worker (at least) the highest prevailing wage or the employer payroll records must accurately set forth the times spent performing the work of each classification and under each scale. For those contracts that involve both Building Construction and Heavy and Highway trades, the Heavy and Highway wage rates may only be applied to workers when engaged in site work at least five (5) feet beyond the building.

7. TEXAS OPEN RECORDS ACT

Unless covered by an exception to mandatory disclosure under the Texas Public Information Act, Texas Government Code Chapter 552, any and all documents submitted to the City become public records and are, therefore, subject to public disclosure.

**CITY OF AUSTIN
PURCHASING OFFICE
PREVAILING WAGE RATES AND PAYROLL REPORTING**

Wage Rates For This Contract Are Attached

End

Bidding Requirements, Contract Forms Conditions of the Contract
WAGE RATES AND PAYROLL REPORTING
Section 00830BC

PREVAILING WAGE RATE DETERMINATION

BUILDING CONSTRUCTION TYPE

COUNTY NAME : TRAVIS

Wages based on DOL General Decision: TX150323 12/11/2015 TX323

CLASSIFICATION	RATE	FRINGES	TOTAL WAGE
Asbestos Worker/Heat & Frost Insulator (Duct, Pipe, and Mechanical System Insulation)	\$ 21.17	\$ 8.77	\$ 29.94
Boilermaker	\$ 23.14	\$ 21.55	\$ 44.69
Bricklayer	\$ 20.07	\$ -	\$ 20.07
Carpenter	\$ 20.75	\$ 7.30	\$ 28.05
Carpenter (Acoustical Ceiling Installation only)	\$ 14.00	\$ -	\$ 14.00
Carpenter (Form Work Only)	\$ 15.62	\$ 0.05	\$ 15.67
Cement Mason/Concrete Finisher	\$ 15.71	\$ -	\$ 15.71
Drywall Finisher/Taper	\$ 17.06	\$ 4.43	\$ 21.49
Drywall Hanger and Metal Stud Installer	\$ 17.47	\$ 3.45	\$ 20.92
Electrical Installer (Sound and Communication Systems, Excluding Wiring)	\$ 18.00	\$ 2.30	\$ 20.30
Electrician (Excludes Installation of Sound and Communication Systems)	\$ 27.15	\$ 7.88	\$ 35.03
Elevator Mechanic <5 years experience	\$ 37.09	\$ 30.62	\$ 67.71
Elevator Mechanic >5 years experience	\$ 37.09	\$ 31.36	\$ 68.45
Floor Layer (Carpet)	\$ 21.88	\$ -	\$ 21.88
Glazier	\$ 12.83	\$ -	\$ 12.83
HVAC Mechanic (HVAC Unit Installation Only)	\$ 23.78	\$ 6.89	\$ 30.67
Ironworker, Ornamental	\$ 23.02	\$ 6.35	\$ 29.37
Ironworker, Reinforcing	\$ 12.27	\$ -	\$ 12.27
Ironworker, Structural	\$ 20.73	\$ 5.24	\$ 25.97
*Lead Paint or Asbestos Abatement Worker	\$ 12.27	\$ -	\$ 12.27
Laborer, Common or General	\$ 11.44	\$ -	\$ 11.44
Laborer, Mason Tender - Brick	\$ 12.22	\$ -	\$ 12.22
Laborer, Mason Tender - Cement/Concrete	\$ 11.85	\$ -	\$ 11.85
Laborer, Pipelayer	\$ 12.45	\$ -	\$ 12.45
Laborer, Roof Tearoff	\$ 11.28	\$ -	\$ 11.28
Operator, Backhoe/Excavator/Trackhoe	\$ 19.43	\$ 3.49	\$ 22.92
Operator, Bobcat/Skid Steer/Skid Loader	\$ 13.00	\$ -	\$ 13.00
Operator, Bulldozer	\$ 14.00	\$ -	\$ 14.00
Operator, Crane	\$ 34.85	\$ 9.85	\$ 44.70
Operator, Drill	\$ 14.50	\$ -	\$ 14.50
Operator, Forklift	\$ 16.64	\$ 6.26	\$ 22.90
Operator, Grader/Blade	\$ 19.30	\$ -	\$ 19.30
Operator, Loader	\$ 14.00	\$ -	\$ 14.00

Operator, Mechanic	\$ 18.75	\$ 5.12	\$ 23.87
Operator, Paver (Asphalt, Aggregate, and Concrete)	\$ 16.03	\$ -	\$ 16.03
Operator, Roller	\$ 11.25	\$ -	\$ 11.25
Painter (Brush, Roller, and Spray, Excludes Drywall Finishing/Taping)	\$ 18.76	\$ 6.35	\$ 25.11
Pipefitter (Including HVAC Pipe Installation)	\$ 28.00	\$ 11.41	\$ 39.41
Plumber, Excludes HVAC Pipe Installation	\$ 23.57	\$ 6.37	\$ 29.94
Roofer	\$ 12.00	\$ -	\$ 12.00
*Roofer, Metal	\$ 14.05	\$ -	\$ 14.05
Sheet Metal Worker (Including HVAC Duct Installation)	\$ 24.38	\$ 13.74	\$ 38.12
Sprinkler Fitter (Fire Sprinklers)	\$ 27.43	\$ 17.12	\$ 44.55
Tile Finisher	\$ 11.32	\$ -	\$ 11.32
Tile Setter	\$ 16.35	\$ -	\$ 16.35
Truck Driver, Dump Truck	\$ 12.39	\$ 1.18	\$ 13.57
Truck Driver, Flatbed Truck	\$ 19.65	\$ 8.57	\$ 28.22
Truck Driver, Semi-Trailer Truck	\$ 12.50	\$ -	\$ 12.50
Truck Driver, Water Truck	\$ 12.00	\$ 4.11	\$ 16.11
Waterproofers	\$ 16.30	\$ 0.06	\$ 16.36

<http://www.wdol.gov/wdol/scafiles/davisbacon/tx.html>

* See Page 2 for Additional Wage Information

Note: *Lead Paint & Asbestos Abatement and Roofer, Metal Classifications have been added to this Prevailing Wage Rate Determination pursuant to a City of Austin Prevailing Wage Survey (trades absent from DOL).

The Wage Compliance information detailed below was excerpted from General Decision TX070018 or other DOL sources.

1. Additional Trade information:

Electricians** - Including low voltage wiring for computers, fire/smoke alarms and telephones.

Elevator Mechanics*** - also must be paid for 7 holidays - New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Veterans Day.

Welders - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added upon the advance approval of City of Austin Contract Administration. CONTRACTOR shall submit to City of Austin Contract Administration for review the classification, a bona fide definition of work to be performed and a proposed wage with sample payrolls conforming to area practice prior to the start of the job for that type of work.

2. Wages

The Total Wage may be met by any combination of cash wages and credible "bona fide" fringe benefits by the employer. For overtime, the basic hourly rate listed in the contract wage determination must be used in computing pay obligations.

3. Crediting fringe benefit contributions to meet DBA/DBRA and City of Austin requirements:

The Davis-Bacon Act (and 29 CFR 5.23), list fringe benefits to be considered. Examples are:

- > Life Insurance
- > Health Insurance
- > Pension
- > Vacation
- > Holidays
- > Sick Leave

Note: The use of a truck is not a fringe benefit; a Thanksgiving turkey or Christmas bonus is not a fringe benefit. No credit may be taken for any benefit required by federal, state, or local law such as: workers compensation, unemployment compensation; or social security contributions.

Contributions to fringe benefit plans must be made regularly, e.g. daily, weekly, etc. They must be more frequent than quarterly. (see 29 CFR 5.5 (a)(1)(I)) A periodic bonus may not be counted as a fringe benefit.

4. Annualization of Benefit Costs

If a firm provides an electrician with \$200 per month medical insurance, to calculate allowable fringe benefit credit contributions per hour, the formula ([\$200 x 12 months] divided by 2080 hours = \$1.15 per hour) should be used.

5. Proper Designation of Trade

A work classification on the wage decision for each worker must be made based on the actual type of work he/she performed and each worker must be paid no less than the wage rate on the wage decision for that classification **regardless** of his or her level of skill.

6. Split Classification

If a firm has employees that perform work in more than one classification, it can pay the wage rates specified for each classification ONLY if it maintains accurate time records showing the amount of time spent in each classification. If accurate time records are not maintained, these employees must be paid the highest wage rate of all the classifications of work performed by each worker. Accurate time records tracking how many hours a worker performed the work of one trade and then switched to another trade must be accounted for on a daily basis and reflected on Employer Certified Payroll accordingly.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: CAK0004**

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 the full name and address of your organization and identify the parent company if you are a subsidiary. Indicate the number of years your company has been in business and performing work similar to this proposal. 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**: Complete the Pricing Sheet (Section 0705). Additional details are as follows:
- Testing: The Contractor shall provide firm costs for replacement of each of the four meter types outlined as a "per unit" price.
 - Testing: The Contractor shall provide firm cost for CT meter testing per location as a per unit price.
 - Photographs: firm costs for photographs shall be included in the per unit price of each change-out for an electronic image of the existing meter. This shall include the meter read (prior to removal), empty meter socket and new meter installed. Instrument rated meters require additional images of the CTs and associated wiring.
 - The Contractor shall include travel charges in the per unit price for each change-out. No additional fees will be assessed for travel for any portion of this resulting Contract.
- D. **Safety**: Include pertinent information about your safety training program:
- Safety Standards
 - Incident responses
 - Provide your OSHA records for the last 5 years
 - Describe your arc flash protection protocols
 - Describe your meter handling best practices
 - Provide an example of your vehicle check sheets
 - Describe protective equipment used during exchanges
- E. **Technical Solution and Program**: Define in detail your understanding of the requirements presented in the Scope of Work of this request and your project solution. Provide any additional information you deem necessary to evaluate your proposal. At a minimum describe your technical plan for accomplishing the required work, specifically:
- i. A complete description of the replacement services to be performed as you understand them.
 - ii. A detailed description of processes associated with hazardous conditions, identification of faulty meter connections and hot sockets.
 - iii. A detailed description of the process to inspect electric metering facilities for obvious signs of tampering including, but not limited to: jumpers, tampered meters, un-metered load on the line side of the meter, damage caused by apparent attempts to open the meter, etc.
 - iv. A detailed description of the process for safely exchanging each of the meter types outlined in this RFP.

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- v. A detailed description of the process for identifying and securing the defective meter base and subsequent replacement of the meter.
- vi. A detailed description of how the interruption of electrical services to customers will be minimized.
- vii. A detailed description of how the Contractor will dispose of retired meter seals, rings, boots and any other meter parts in a safe, environmentally sound and professional manner.
- viii. A detailed description of their quality program to include the audit process and reporting
- ix. Preliminary plan for securing customer data (electronic and physical)- this will be finalized after Contract Award)
- x. Sample progress, production completion and any related billing or error reports and presentations completed by Contractor.

F. **Experience & Qualifications:** Describe only relevant corporate experience and individual experience for personnel who will be actively engaged in the project

- i. List of customers (at least three) for whom similar services have been provided, including company name, contact information, description of the services provided, date of work, and contract value.
- ii. A detailed description of the type of meters the company has installed, the last three utility companies to which they have provided meter installation/replacement service, the number of meters installed for each utility and shall state the amount of years of experience in performing these tasks.
- iii. Specifically indicate qualifications, experience, knowledge capabilities and personnel resources that will be utilized in the repairs of commercial electrical services at or around the electric meter including:
 - experience performing onsite commercial meter testing, calibration, installations, repair, removal and replacements
 - Perform testing of instrument transformers
 - prior experience in being able to identify faulty meter connections, hot sockets and power diversion
 - the ability to identify electrical meter removal and installation hazards
- iv. Resumes- 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, location and title. Provide all resumes, including any sub-consultant personnel.
 - o Specifically indicate qualifications, experience, knowledge capabilities and personnel resources in each of the following areas:
 - Commercial meter replacement for each of the four meter types outline in RFP.
 - Meter testing for instrument rated meters and equipment.
 - Include safety record for performing electric meter installation, provide documented Contractor safety training plan, and years of experience in having a safety training program in place

AE reserves the right to approve and/or require replacement of key personnel assigned to the project at anytime at no additional cost to AE.

G. **Exceptions:** Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal.

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The terms and conditions stated in this RFP shall constitute the terms and conditions of the final 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 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.
- 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.

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- 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. Total Evaluated Cost (reference 1C) – 25 points
 - b. Safety (reference 1D) – 15 points
 - c. Technical Solution & Program (reference 1E) – 20 points
 - d. Experience & Qualifications (reference 1F) – 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 business presence of 1% to 24%	2
No local presence	0

- ii. Interviews, Optional. Interviews may be conducted at the discretion of the City.

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SUPPLEMENTAL PURCHASE PROVISIONS
Solicitation: CAK0004**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by July 15, 2016 at 10:00 am.
2. **INSURANCE:** Insurance is required for this solicitation.
 - A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.
 - i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
 - ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
 - iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
 - iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767
 - B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.
 - i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$500,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$500,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) **Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage**
 - ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$1,000,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) **Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage**

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- (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
 - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) **Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage**
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
 - iv. **Property Insurance:** All risk property coverage including but not limited to fire, wind, hail, theft, vandalism and malicious mischief for all real and personal property owned by the City of Austin and placed in the care, custody, and control of the vendor. The limit of liability shall be written at 100% replacement cost for a minimum of \$2,000,000. Coverage for transit shall also be provided. The City of Austin shall be named on the policy as Their Interest May Appear.
 - C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
3. **TERM OF CONTRACT:**
- A. The Contract shall be in effect for a term of approximately 60 months or until the work is complete; whichever is shorter.
 - B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 180 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.
4. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.
5. **DELIVERY REQUIREMENTS:**
- | | |
|--|---|
| Location:
TBD – Project Manager can provide information | Days:
Monday - Saturday 7:00 am to 7:00 pm |
|--|---|
-
- A. Service is to be completed the same day as the order is placed (either verbally or in writing).
 - B. The Contractor shall provide, with each delivery, the work address, meter number, work performed, photograph images, and materials used.
 - C. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays.
6. **INVOICES and PAYMENT:**

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Invoices shall be mailed to the below address:

	City of Austin
Department	AE Meters Group
Attn:	Pam Cleveland (Rm 2001.22)
Address	2500 Montopolis Dr
City, State Zip Code	Austin, Texas 78754

7. FAIR AND ACCURATE CREDIT TRANSACTIONS ACT OF 2003 (FACTA)

- A. The City requires Offerors submitting Offers on any Solicitation which may utilize or access City Customer Account Information, directly or indirectly, to provide a signed affidavit certifying that the Offeror has reviewed the provisions of the Fair and Accurate Credit Transactions Act (FACTA) [16 CFR681] and agrees to exercise due diligence in accordance with reasonable policies and procedures to detect, deter and prevent the risk of identity theft (See Section 0903 FACTA Affidavit). By signing the Affidavit the Offeror affirms to the City that it maintains its own identity theft prevention program. The City may only award a Contract, to which this provision applies, once the signed and notarized Affidavit is received.
- B. **Breach:** In the event of a breach (as defined in TX BC §521.053 (a)) Contractor shall notify City in writing without unreasonable delay. In accordance with the provisions of TX BC §051.053 (b)- (h). Additional information pertaining to identity theft can be found at: www.statutes.legis.state.tx.us/SOTW/Docs/BC/htm/BC.521.htm
- C. **Notification:** Contractor shall notify City of Any applicable breach by written notification to the Contract Manager (see 33 CONTRACT MANAGER) below.
- D. **Remedies:** Failure to notify the City of a breach is a violation of City Policy, and State and Federal Law. State remedies may include a civil penalty and fine in accordance with TX BC §521, Subchapter D, Section 521.151.

8. 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 Business Operations or Project Manager with the first invoice, individual Employee Certifications for all employees directly assigned to the contract.

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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.

- 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 Business Operations or Project 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.
9. **PREVAILING WAGE:** Contractor shall comply with the requirements of Section 00830 Prevailing Wage Rates and Payroll Reporting including the wage rates listed in Section 00830BC Wage Rates for Building Construction or Section 00830HH Wage Rates for Heavy and Highway Construction.

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

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to 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>

11. **NON-SOLICITATION:**

- A. During the term of the Contract, and for a period of six (6) months following termination of the Contract, the Contractor, its affiliate, or its agent shall not hire, employ, or solicit for employment or consulting services, a City employee employed in a technical job classification in a City department that engages or uses the services of a Contractor employee.
- B. In the event that a breach of Paragraph A occurs the Contractor shall pay liquidated damages to the City in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation.
- C. During the term of the Contract, and for a period of six (6) months following termination of the Contract, a department that engages the services of the Contractor or uses the services of a Contractor employee

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will not hire a Contractor employee while the employee is performing work under a Contract with the City unless the City first obtains the Contractor's approval.

- D. In the event that a breach of Paragraph C occurs, the City shall pay liquidated damages to the Contractor in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation.

12. 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 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.

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SUPPLEMENTAL PURCHASE PROVISIONS
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- 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).
13. **WORKING ON OR NEAR ENGERGIZED 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/cm²) 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.
14. **OWNERSHIP AND USE OF DELIVERABLES**: The City shall own all rights, titles, and interests throughout the world in and to the Deliverables.
- A. **Patents**: As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.
 - B. **Copyrights**: As to any Deliverable containing copyrighted subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such Deliverables, provided however, that nothing in this Paragraph 36 shall negate the City's sole or joint ownership of any such Deliverables arising by virtue of the City's sole or joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered work made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of Austin) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.
 - C. **Additional Assignments**: The Contractor further agrees to, and if applicable, cause each of its employees to execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns, and nominees, the sole and exclusive right, title, and interest in and to the Deliverables, The Contractor's obligations to execute acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 36 A., B., and C. shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should arise to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph above.
15. **PROJECT MANAGER**: The following person is designated as Project Manager and will act as the contact for

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
*Solicitation: CAK0004***

operational and project issues between the City and the Contractor during the term of the Contract:

Pam Cleveland (Rm 2001.22)

2500 Montopolis Dr.

Austin, Texas 78754

16. **CONTRACT ADMINISTRATOR**: The following person is designated as Contract Administrator, and will act as the contact for contractual issues between the City and the Contractor during the term of the Contract:

Jeff Randolph (Rm 428)

721 Barton Springs Road

Austin, Texas 78704

*Note: The above listed Project Manager 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 the Contract Administrator is prohibited during the no contact period.

Scope of Work
Commercial Meter Replacement and Testing
SOLICITATION NO. CAK0004

1.0 INTRODUCTION

About the City of Austin

The City of Austin (COA), Texas, population 900,000, is the 11th largest city in the country. This vibrant and dynamic city tops numerous “Best” lists for business, entertainment, cost of living and quality of life. Austin was selected as the “Best City for the Next Decade” (Kiplinger), the “Top Creative Center” in the US (Entrepreneur.com), and is in the Top Seven List of Intelligent Communities for 2012 as ranked by the Intelligent Community Forum. Austin continues to lead the country with its vision of being the “Most Livable City in the Country”, emerging as a player on the international scene with such events as SXSW, Formula 1 and being home to companies such as Apple, Samsung, Dell, The Seton Healthcare Family and St. David's HealthCare systems. From the home of state government and the City of Texas, to the “Live Music Capital of the World” and its growth as a film center, Austin has gained worldwide attention as a hub for education, business, health, and sustainability. Since 1900, Austin's population has doubled every 20 years, with continued projected record-breaking growth into the next decade and beyond.

About the City of Austin Government

The COA is a progressive, dynamic, full-service municipal organization operating under the Council-Manager form of government. The Austin City Council is organized by 10 single-member districts, with the mayor at-large. In this structure, the Mayor and City Council will be limited typically to two consecutive terms.

The City Council appoints the City Manager who is the chief administrative and executive officer of the City. The City Manager has responsibilities for guiding and directing day-to-day operations as well as providing strategic research, recommendations, and management leadership to the City Council on budget, programs, policies and services. The City Manager implements the organization's administrative responsibilities with a strong team of professional department heads, Assistant City Managers, and the Deputy City Manager. The City Council and City Manager of Austin are committed to their mission of delivering the highest quality services in the most cost effective manner. The organization's vision is to make Austin the most livable city in the country, and the City Manager's resolve is to make it the best-managed city in the country.

2.0 PURPOSE

The purpose of this Contract is to hire a single Contractor for these services that is qualified and experienced in the replacement and testing of commercial electric meters that will replace and test approximately 50,000 commercial electric meters over the next three to five years within the Austin Energy (AE) service area.

3.0 BACKGROUND

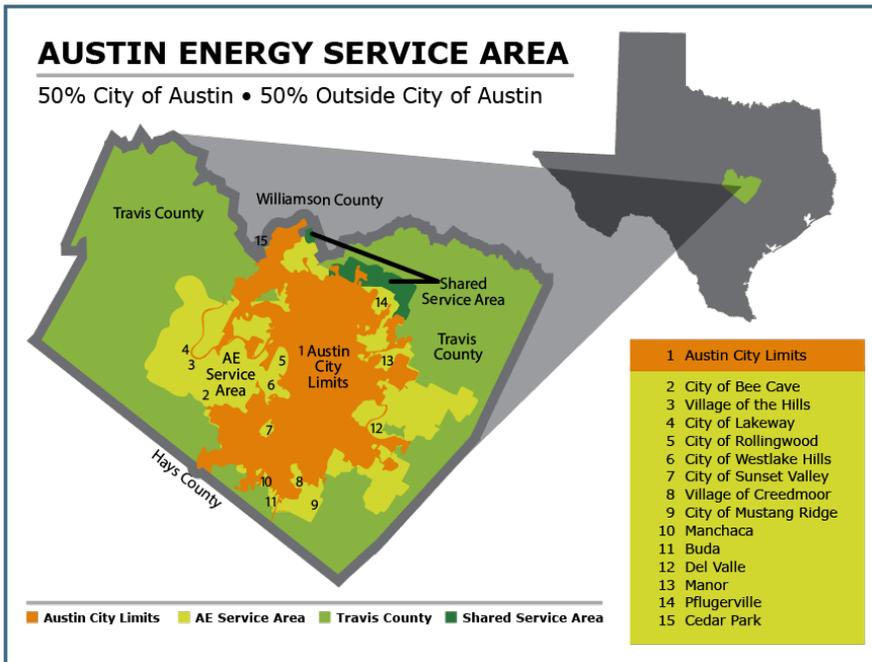
AE is the nation’s eighth largest publicly-owned electric utility and a department of the COA. Our mission is to deliver clean, affordable, reliable energy and excellent customer service. Our utility provides electricity to more than 440,000 customers and a population of more than a one million in the COA, several neighboring cities, unincorporated areas of Travis County, and a portion of Williamson County.

Our operations are funded entirely through energy sales and services, and the utility operates within the Electric Reliability Council of Texas statewide market. AE further supports the COA and its other departments through an annual transfer into the general fund of more than \$100 million.

AE is recognized for achieving some of the highest performance standards in the industry.

The AE electric system serves a 437 square mile area, including Austin and portions of Travis and Williamson counties. It consists of:

- More than 5,400 miles of overhead primary and secondary power lines
- Almost 6,000 miles of underground primary and secondary lines
- 620 miles of transmission lines
- 72 substations



4.0 PROJECT OBJECTIVES AND SCOPE

AE intends to secure a Contract for commercial advanced metering infrastructure (AMI) meter installation/replacement and testing with focus on AE's desired levels of safety, quality, service, professionalism and overall performance. The Contractor will be replacing and testing approximately 50,000 commercial AMI meters throughout the service area.

Elements of the Project include the following:

- Material Handling
- Safety
- Site Analysis and identification of faulty meter connections, hot sockets and power diversion
- Meter Replacement
- Onsite Meter Testing
- Data Collection
- Project Management (deployment planning, inventory management, document control, data synchronization, status) and Reporting

5.0 SCOPE OF WORK

5.1 Functional Requirements

5.1.1 The Contractor shall replace approximately 50,000 commercial electric meters.

5.1.1.1 Snapshot of the AE meter population (as of Summer 2015) included in this RFP.

Meter Type	Form	Meters
Single-phase self-contained	1S, 2S, 12S	23,746
Poly-Phase Self-contained	16S	13,165
Single Phase CT rated	3S, 4S, 45S	1,308
Polyphase CT rated	9S	8,969
Total		47,188

Table 2 is a snapshot of the AE's meter population included in this RFP. Approximate Meter Population. A complete list is to be pulled prior to project kick-off.

5.1.2 The Contractor shall test approximately 11,000 Instrument rated commercial electric meters using a RW-30 or WE-20 testing device. The specific testing requirements and testing device types can be found in Appendix A.

- 5.1.3 The Contractor shall complete a site analysis before and during the meter replacement for all meter locations of meters to be replaced.
- 5.1.4 The Contractor shall use AE-provided mobile devices and mobile work management system to record the data associated with the meter replacement and site analysis.
- 5.1.5 The specifics regarding the data collection, testing requirements, mobile work management screen example and other details for the work to be completed at each meter replacement can be found in Appendix A.

5.2 Technical Requirements

- 5.2.1 The Contractor shall comply with industry standards including, but not limited to, IEEE, latest revision of ANSI C12, UL 414, NEPA-70E, NEMA 250, NEC, NESC, etc. and how they apply to metering, electric distribution and construction.
- 5.2.2 The Contractor shall perform onsite commercial meter testing, calibration, installations, repair, removal and replacements (see Appendix A)
- 5.2.3 The Contractor shall perform testing of instrument transformers.
- 5.2.4 The Contractor will be required to learn the AE supplied mobile device required to carry out the field activity work order documentation. AE will train the Contractor to perform this task.
- 5.2.5 The Contractor shall identify meter tampering/current diversion in its various forms.
- 5.2.6 The Contractor shall use maps, global positioning system (GPS) or other means, to be able to locate addresses in the AE service area requiring meter replacement.
- 5.2.7 The Contractor shall provide photographs of the empty meter socket and new meter installed. Instrument rated meters require an additional image of the CTs and associated wiring. Installer will make images available for 12 months.

5.3 Project Timeline

In the month after the Contract has been awarded the Contractor's staff will go thru a one day AE training program to learn about the mobile devices and mobile work management system required for use by AE. This is expected to be a paid training session and must be completed prior to the replacement of meters by the Contractor.

AE internal meter procurement and supply for the related service work defined herein by AE will occur in parallel with the meter replacements.

The timeline associated with the meter replacement is detailed below:

Project Phase	Description	Duration
Phase 1	6000 CT rated 9S meter installations	8 Months
Phase 2	4277 CT rated 9S meter installations, 1723 polyphase self-contained meter installations, and 4500 1S/2S/12S meter installations	12 Months
Phase 3	6000 polyphase self-contained meter installations and 4500 2S meter installations.	12 Months
Phase 4	5442 polyphase self-contained meter installations and 5058 1S/2S/12S meter installations.	12 Months
Phase 5	9688 1S/2S/12S meter installation and final route clean up.	9 Months

- 5.3.1 The Contractor shall supply all tools and equipment necessary to complete the tasks identified in this RFP. This includes but is not limited to personal safety devices, meter test equipment (RW-30/WE-20), vehicles, hot socket gap indicator, voltmeter, amp meter, etc.
- 5.3.2 The Contractor shall supply all uniforms and identification for personnel completing work outlined in this Contract, including appropriate arc rated attire.
- 5.3.3 The Contractor shall provide their employees a detailed process for safely exchanging each meter type outlined in this Contract.
- 5.3.4 The Contractor shall provide all necessary personnel requirements including background checks (see RFP Security section 0400, item number 12) to AE within the time specified in the Contract.
- 5.3.5 Contractor shall create and provide to AE a documented plan for a standard set of launch activities required to implement their proposal within 30 days of Contract execution.

6.0 RESPONSIBILITIES AND OBLIGATIONS

6.1 Contractor's Responsibilities

- 6.1.1 Employee Identification, Uniforms, and Vehicles
 - 6.1.1.1 For identification purposes, AE requires that installers are appropriately attired to meet the public, including but not limited to hard hats and identification tags.
 - 6.1.1.2 City owned and provided employee identification badges shall be worn at all times while performing work under this Contract. Said badges shall be displayed prominently on the front of the employee's shirt or jacket in such a manner as to readily identify the employee. Replacement of lost or damaged badges will be at the Contractor's expense.
 - 6.1.1.3 All Contractor owned or supplied shirts, pants, shorts, caps, jackets or coats shall be neat, clean at all times when worn while performing this Contract. Anyone identified as non-conforming by the City assigned Project Manager will be sent home for the day.
 - 6.1.1.4 The employee shirt, jackets, coats, or other outerwear and identification badges shall be worn only during business hours and while performing work under this Contract. No smoking or use of personal entertainment devices will be allowed while on any City customers' property.
 - 6.1.1.5 Each employee shall possess a current Texas driver's license if operating a vehicle.
 - 6.1.1.6 Contractor vehicles shall have permanent signage approved by the City, attached to the two front doors identifying the Contractor vehicle as a meter installation vehicle operating on behalf of the City of Austin. Should an employee utilize their personal vehicles for business and are reimbursed by the Contractor for their mileage, they are also required to have signage secured on the vehicle while performing this Contract.
- 6.1.2 The Contractor shall manage the installation process in a manner that ensures no installations will be attempted during restricted periods when meter reading is scheduled. The Contractor shall adhere to AE's scheduled installation dates.
- 6.1.3 The Contractor shall limit all meter installation work to Monday through Saturday between the hours of 7:00 a.m. and 7:00 p.m. with no field work on Sundays, and City Holidays unless approved by AE.
- 6.1.4 Customer Contact and Access to Customer Premises
 - 6.1.4.1 Contractor shall provide notice of entering customer premise by knocking on the door, if applicable, to notify customer of meter exchange.
 - 6.1.4.2 Contractor shall implement make safe procedures to secure dangerous location until such time as AE can relieve on site personnel for repair.

The Contractor shall notify the Project Manager or their designee, when an unsafe location is identified.

6.1.5 Current Diversion/Tampering Discovery

6.1.5.1 If current diversion or tampering is suspected the Contractor shall notify the Project Manager or their designee, when potential tampering is found.

6.1.5.2 The Contractor shall take pictures and leave the potential tampering site as found while also marking the field activity as "Incomplete" in the mobile work management system using the appropriate incompleteness remark.

6.1.5.3 The Contractor shall not touch a service if it is in an unsafe or hazardous condition. The Contractor shall cease the affected field activity and contact the Project Manager or their designee.

6.1.6 Material Handling

6.1.6.1 Using AE's meter warehouse located at 4122 Todd Lane, the Contractor shall receive and be issued new meter inventory through AE's inventory tracking system.

6.1.6.2 The Contractor shall handle the retirement of meter seals, rings, boots and any other meter parts by removing them all from the meter installation location and delivering them to AE personnel for proper disposal

6.1.7 Contractor shall take multiple photographs at each meter location. The photographs are to be of the existing meter (prior to removal), empty meter socket and new meter installed. Instrument rated meters require an additional photograph of the CTs and associated wiring.

6.1.8 Contractor shall capture meter GPS coordinates at every meter location and include the coordinates in the data capture through the work order process. The GPS coordinates shall be in "decimal" format.

6.1.9 Mobile Devices

6.1.9.1 If while in possession of the Contractor, any City owned equipment is damaged, lost or stolen, the Contractor shall be responsible for payment or replacement as determined by the City. Upon written request or at the end of the Contract, all City owned equipment will be returned to the City and will be tested upon receipt to determine proper working condition. Inventory control documents will be provided by the Contractor at the beginning of the Contract, updated quarterly and upon receipt or return of stated city provided equipment. Data provided to the Contractor is to be considered the property of the City and is not to be disclosed to a third party without the City's expressed written consent.

6.1.9.2 Contractor is responsible for reimbursement of lost or damaged mobile devices provided by AE. The Project Manager shall be

notified the same day the device is lost, stolen or damaged. The reimbursement cost will be determined by AE's IT department. If the mobile device is stolen a police report should be filed and given to the project manager.

- 6.1.9.3 Mobile devices will be returned and docked at AE's System Control Center (SCC) building at the end of the shift. (2500 Montopolis Drive)
- 6.1.10 Training and Policies
 - 6.1.10.1 Security clearance, including the Criminal Background Investigation (CBI), is required prior to any training.
 - 6.1.10.2 Contractor is responsible for following AE's policies regarding Customer information, and COA and AE IT Security and Acceptable Use Policies and FACTA (identity theft protection).
 - 6.1.10.3 Contractors are required to take, acknowledge taking, and understanding specified training prior to receiving AE credentials, devices or access to our mobile work management system and processes.
- 6.1.11 The Contractor shall adhere to all safety requirements.

6.2 Austin Energy's Responsibilities

- 6.2.1 Provide project management expertise and a named Project Manager with point of contact information who will be provided reports, act as the intermediary for deployment questions, ensure inventory availability, and coordinate warehouse material use with Contractor.
- 6.2.2 AE will provide meter replacement field activities for completion by the installer based on the meter read billing cycles. AE intends to provide access information and GPS meter points.
- 6.2.3 Material Handling
 - 6.2.3.1 Provide the appropriate meter inventory to meet project phase and mutually agreed upon schedule.
 - 6.2.3.2 Material warehousing to include facility, hours of operation, access guidelines, forklift, pallet jacks and racking.
- 6.2.4 Work with the Contractor on photograph storage and GPS data collection options and data transfer.
- 6.2.5 Mobile Devices
 - 6.2.5.1 Provide the contractor with mobile devices with access to AE's mobile work management system to be used for the purpose of completing the work in this Contract.
 - 6.2.5.2 Provide the installer with access to the mobile work management system necessary to complete the meter replacements and capture the necessary data for AE systems.
- 6.2.6 Training and Policies
 - 6.2.6.1 Provide the Contractor with the necessary training, including but not

limited to FACTA.

6.2.6.2 Provide the Contractor with training on the mobile devices and mobile work management system to complete the meter exchanges.

6.2.6.3 Complete the on-boarding and off-boarding of each Contractor.

7.0 COMPREHENSION SOLUTIONS REQUIREMENTS - DELIVERABLES

7.1 Deliverables

7.1.1 Report Deliverables

7.1.1.1 The Contractor shall submit progress reports to the Project Manager appointed by the City. The reports shall describe significant achievements and identified issues and concerns which may have potential impact to schedule or costs. Each report should be available on demand by the City and in a current Microsoft-compatible format.

7.1.1.2 Invoices are to be calculated monthly, and have meter installation totals broken out by day and meter type.

7.1.1.3 Contractor shall provide Ad Hoc reports, at the request of the City, at no additional charge.

7.1.1.4 Preliminary plan for securing customer data (electronic and physical)

7.2 Deliverable Milestones

Meter installations will be divided into five phases.

Deliverables/Milestones	Description	Timeline (due/completion date, reference date, or frequency)	Performance Measure/ Criteria
Phase 1	Replacement and Testing of 6000 Instrument Rated meters	8 Months	98%
Phase 2	Replacement and Testing of 4277 Instrument Rated meter, and replacement of 1723 polyphase self-contained and 4500 1S/2S/12S meters	12 Months	98%
Phase 3	Replacement of 6000 polyphase self-contained and 4500 1S/2S/12S meters	12 Months	98%
Phase 4	Replacement of 5442 polyphase self-contained and 5058 1S/2S/12S meters	12 Months	98%

Phase 5	Replacement 9688 1S/2S/12S meters and final route clean up	9 Months	98%
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Both the City and the Contractor will work collaboratively to meet or exceed the defined timeline. If a target is not met both the City and the Contractor will meet to define a plan to absorb missed target quantities into future phases to remain on track for the project deadline

7.3 Payments

Payments will be made to the contractor on a monthly basis depending upon the number of quality installations made in the prior month. A quality installation is defined as an installation that is completed correctly and includes all corresponding photographs, test results, and functionality. There will be a true-up at the end of each phase in which AE will evaluate the total number of meters that were planned to be replaced during a phase, what was actually replaced, and the schedule can be adjusted to incorporate any shortfalls if necessary.

8.0 ACCEPTANCE CRITERIA

8.1 Acceptance

The specific Acceptance provisions below will govern the comprehensive responsibilities for Acceptance for this contract.

Deliverable Acceptance. Acceptance for any particular Deliverable (“Acceptance”) shall not occur until City has determined that such Deliverable functions substantially as warranted, in accord with the specifications listed. The installed meters should function as expected and the pictures and appropriate test data should be complete and accessible by AE. There should be no outstanding issues related to Billing or crossed meters, at the time of completion by the Contractor, in the field due to error on the part of the Contractor.

The Contractor will have fulfilled its obligations for the services described in the SOW when any one of the following first occurs:

- a. The Contractor completes the activities described in this SOW
- b. the Services are terminated in accordance with the provisions of the contract

Once the Acceptance Test(s) are passed in City’s determination, Contractor shall request Final Acceptance in writing. Final Acceptance of the Work shall officially occur by City stating same to Contractor in writing and by making the final invoice payment to Contractor of the initial sum(s) due and owing, in line with any Statement of Work or Payment Schedule.

Appendix A: Work Order

A significant amount of data will be gathered during the installation process. This data must be captured, secured, stored, verified and transferred between Austin Energy and the Installer. The Contractor will be required to use Austin Energy's mobile work management system.

Austin Energy will provide a mobile device for each technician performing meter exchanges. The Technician (Installer) will be responsible for care and control of the device. If the device fails to work, Contractor shall report immediately to Project Manager who shall coordinate with IT in retaining another device. Failure of a device shall not be an excuse for failure to continue installs and maintain the agreed upon schedule.

The Installer shall capture and transfer the data elements listed below for all meter types included in the scope of work: (A majority of these items are collected in the mobile work management system.)

- ID of the installer;
- Date the order is completed;
- Service Location information (SP ID) provided by Austin Energy;
- Read from the removed meter including the demand read;
- Meter number of the removed meter;
- Meter number of the meter being installed;
- Acknowledgement of AMI meter activation and read from the new meter;
- Austin Energy follow-up flag due to incorrect data found in the field;
- Comment section to include the incorrect versus correct data found, whether or not demagnetization of the instrument transformer is required and any issues/defects with the wiring or meter socket that are not hazardous or prohibit the meter exchange to occur. The comment section should also contain if the original meter is a pulse meter.
- Indication in the case of an unsuccessful installation and why (including if electrician repair services are needed prior to completion of the meter installation);
- Indications of tampering;
- Electronic images of meters at time of change-out (original meter with final read, empty meter socket and wiring, new installed meter and for CT rated meters: CTs and associated wiring);
- Meter GPS coordinates

For Single and Polyphase CT Meter Testing and Replacement, the Installer shall use a Radian WE-20 or RW-30 to conduct on site testing for each CT rated meter replacement. An electronic test record per new meter will be produced for each Single or Polyphase CT rated meter installation.

Installer will conduct the following activities on every Single or Polyphase CT meter test and replacement.

- As found Calibration test on old meter (meter to be removed)

- Light Load – 10% L, 100% PF
- Full Load – 100% L, 100% PF
- Power Factor – 100% L, 50% PF
- As left Calibration test on new meter (meter installed)
 - Light Load – 10% L, 100% PF
 - Full Load – 100% L, 100% PF
 - Power Factor – 100% L, 50% PF
- Provide onsite meter testing and installation verification
 - CT/PT validation
 - Size
 - Saturation
 - Installation
 - Polarity
 - CT Burden
- Wiring and socket inspection
- Voltage in the meter socket
- Multiplier verification
- Generate and deliver test data
- Provide exception and/or anomaly reporting to the AE project manager daily.

In addition, the installer shall populate all appropriate fields as outlined in Austin Energy's mobile work management system for CT rated meters. Information will be transferred from the WE-20/RW-30 test records weekly. Austin Energy will merge all data test records.

Example of mobile work management system fields/interface.

The screenshot shows the 'Austin Energy Work Screen' interface. At the top, it displays 'Service Address: 7513 MEADOWVIEW LN', 'Order Type: EXCHM', 'Customer Type: Residential', and 'Delivery Type: OVER'. The interface is divided into several sections:

- New Meter:** Includes fields for Meter Type, MTR#, Voltage, Location, Multiplier (set to 1), Status, and a checkbox for 'Unable To Install'. It also has a 'Phase' section with 'New Meter', 'Phase', and 'Rotation' dropdowns, and a table for 'Single Phase Voltage' and 'Three Phase Voltage' with fields for A-N, B-N, A-B, B-N, A-C, C-N, and B-C.
- Existing (Remove) Meter:** Includes fields for MTR# (3240409), Status, Voltage, Mult. (1.000000), Location (Left Gate-E), SP Disc., Amps (30), Dials (5), # of Wires (3), and checkboxes for ZIGBEE, Remote Comm, and Remote Disconnect. It also has a table for meter readings: Dmnd: KWH, KW, PF, Delv., Rcvd., Net, KW, PF, TOU, DKWH, RKWH, KWH, KW, PF, On Peak, Mid Peak, Off Peak, and Total.
- Service Information:** Includes fields for New Meter, Underground Transformer#, Pull Box, Pole #, Wire Type & Size, and Crew Leader. It has radio buttons for 'Old Meter' and 'New Meter'.
- Completion Info:** Includes radio buttons for 'Complete' and 'Incomplete', fields for Standard Remarks, Reason, and Completion Remarks.
- IR Verification:** Includes fields for New Meter, VT Pack, CT Ratio, PT Ratio, CT Multi-Ranging, KYZ KE VALUE: 2W, and KYZ KE VALUE: 3W.

At the bottom, there are buttons for 'Send', 'Common View', 'Order Header', 'ISO Verification', 'Create Diversion', 'Meter Validation', and 'Cancel'.

- The Tesco hot socket gap indicator or a similar tool shall be used to determine if a meter socket jaw has become worn out or unsafe.

Data Latency

- Installer shall record, through automated means, all appropriate meter change information thru the mobile work management system that will automatically transfer to Austin Energy's customer information system and/or othersystems at the end of each business day. Installer will ensure that meter change-outs occur on schedule by following the schedule dates assigned by Austin Energy personnel. The data transfer completes automatically with the mobile work management system as long as there are not connectivity issues.
- Installer shall describe the capability to provide timely and accurate meter exchange information to Austin Energy.
- Installer will up load each WE-20/RW30 device weekly.

Customer Data

- Customer data is confidential. Installer shall ensure the customer data remains private.

The meter replacement work process should be similar to the following:

1. The meters are distributed to the contractors based on the meters they are to exchange. (The meters to be exchanged are identified by Billing Cycle and Meter Read Date and scheduled accordingly as to not interfere with the billing window.)
2. The field activities with service location information are dispatched to the contractors using the mobile work management system by AE Complex Metering.
3. The contractor goes EN ROUTE to their first location to exchange the specified meter.
4. The contractor arrives at the location.
5. The contractor goes ON SITE to work the specific field activity.
6. The contractor verifies the location and locates the specific meter to be exchanged.
7. The contractor notifies the owner/occupant of the location stating that he/she is there to exchange the meter.
8. The contractor does a site inspection for the meter location.
9. The contractor takes "before" pictures and note the condition in which the meter is found and the read on the meter.
10. The contractor notes any PTs, CT, whether or not it is a pulse meter, etc. on site. If the meter being replaced is a specialized meter (for example, a pulse meter) make sure a new meter of the same type is available to be installed when the original meter is removed. If not, do not remove the meter; Incomplete the field activity and request a "special" meter for the exchange.
11. The contractor tests the meter and CTs/PTs on site and saves the results on the test equipment.
12. The contractor takes a picture of the empty meter socket.
13. If there are CTs or PTs on site a picture is taken of the CTs and PTs and associated wiring.
14. The contractor does an internal inspection of the meter can and notes the findings.
15. The contractor exchanges the meter and waits for the register to respond and be active.
16. The contractor tests the new meter and saves the results on the test equipment.
17. The contractor takes "after" pictures.
18. The contractor captures the GPS coordinates of the meter.
19. Complete the field activity in the mobile work management system per the completion instructions. (If a meter could not be exchanged document why it could not be exchanged and incomplete it in the mobile work management system per the incompleteness instructions.)
20. The contractor completes the field activity in the mobile work management system. The information that needs to be in the Completion Comments includes:
 - a. PT ratio
 - b. CT ratio
 - c. Multiplier
 - d. Whether or not there is an outside breaker
 - e. How the meter was found
 - f. How the meter was left
 - g. Actual voltage at meter location
 - h. Any discrepancies between what is in the mobile device and what is found on site.
21. Before submitting the field activity as complete make sure all of the pertinent information is filled in in the mobile work management system—GPS data, meter reads, new meter number, etc.
22. The contractor COMPLETES the field activity in the mobile work management system.