

CITY OF AUSTIN, TEXAS

Purchasing Office

REQUEST FOR PROPOSAL (RFP)

Offer Sheet

SOLICITATION NO: MLG0024

COMMODITY/SERVICE DESCRIPTION: Heat Recovery System Generator Repair Annual Service Agreement

DATE ISSUED: January 6, 2014

REQUISITION NO.: RQM-13120500108

PRE-PROPOSAL CONFERENCE TIME AND DATE: 2:00 p.m. on January 16, 2013, Sand Hill Energy Center, 1101 Fallwell Lane, Del Valle, TX 78617

COMMODITY CODE: 94173, 91256

LOCATION: Sand Hill Energy Center, 1101 Fallwell Lane, Del Valle, TX 78617

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT:

BID DUE PRIOR TO: 3:00 p.m. on February 5, 2014

Martha L. Williams
Senior Buyer
Phone: (512) 322-6583

COMPLIANCE PLAN DUE PRIOR TO: N/A

BID OPENING TIME AND DATE: 3:00 p.m. on February 5, 2014

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 310, AUSTIN, TEXAS 78701

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

P.O. Address for US Mail	Street Address for Hand Delivery or Courier Service
City of Austin	City of Austin, Purchasing Office
Purchasing Office	Municipal Building
P.O. Box 1088	124 W 8 th Street, Rm 310
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

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

SUBMIT 1 ORIGINAL AND 4 SIGNED COPIES OF OFFER AND 1 CD/FLASH DRIVE

OFFER SUBMITTED BY

By the signature below, I certify that I have submitted a binding offer.

Signature of Person Authorized to Sign Offer

Signer's Name and Title: (please print or type)

FEDERAL TAX ID NO. _____

Date: _____

Company Name: _____

Address: _____

City, State, Zip Code _____

Phone No. ()

Fax No. ()

Email Address: _____

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
REQUEST FOR PROPOSAL: MLG0024**

The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by 8:00 a.m. on January 20, 2014. Submissions may be made via email to martha.williams@austinenergy.com

2. **PRE-PROPOSAL CONFERENCE:** There will be a pre-proposal conference to be held at 2:00 p.m. on January 16, 2014 at the Sand Hill Energy Center, 1101 Fallwell Lane, Del Valle, TX 78617. All perspective proposers are encouraged to attend.

3. **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, and the Contract Manager:

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 \$250,000 bodily injury each accident, \$1,000,000 bodily injury by disease policy limit and \$250,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$1,000,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
REQUEST FOR PROPOSAL: MLG0024**

- (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
- (2) The policy shall also include these endorsements in favor of the City of Austin:
- (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$1,000,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
- (1) The policy shall include these endorsements in favor of the City of Austin:
- (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

4. **PAYMENT BOND:**

The City reserves the right to require a performance bond on a “**per project**” basis. If required, the Contractor shall provide a Payment Bond in an amount equal to **100%** of the Contract amount of the Contract amount within 14 calendar days after notification of award. The Payment Bond serves as security for the faithful payment of all of the Contractor's obligations for subcontracts, work, labor, equipment, supplies, and materials furnished under the Contract. The Payment Bond shall be issued by a solvent company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by the City pursuant to applicable law. The Surety must obtain reinsurance for any portion of the risk that exceeds 10% of the Surety's capital and surplus. For bonds exceeding \$100,000, the Surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Texas and holds a certificate of authority from the U.S. Secretary of the Treasury.

- A. The Payment Bond shall remain in effect throughout the term of the Project.

5. **PERFORMANCE BOND**

- A. The City reserves the right to require a performance bond on a “**per project**” basis. If required, the Contractor shall provide a Payment Bond in an amount equal to **100%** of the Contract amount of the Contract amount within 14 calendar days after notification of award. The Performance Bond serves as security for the faithful performance of all of the Contractor's obligations under the Contract. The Performance Bond shall be issued by a solvent company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by the City pursuant to

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
REQUEST FOR PROPOSAL: MLG0024**

applicable law. The Surety must obtain reinsurance for any portion of the risk that exceeds 10% of the Surety's capital and surplus. For bonds exceeding \$100,000, the Surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Texas and holds a certificate of authority from the U.S. Secretary of the Treasury.

B. The Performance Bond shall remain in effect throughout the term of the Project.

6. TERM OF CONTRACT:

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

7. CONTRACT AWARD

A. The City reserves the right to award this contract to up to three (3) Contractors. For each project, each Contractor will be asked to submit a quote. Each project award will be made to the lowest, most responsive respondent meeting the requirements stated for each project. The estimated contract expenditure will not exceed the amount per the table below:

Year 1	\$1,350,000
Year 2	\$1,350,000
Year 3	\$1,350,000
Year 4	\$1,350,000
Year 5	\$1,350,000
Year 6	\$1,250,000
Total	\$8,000,000

B. The estimated expenditure listed herein is estimates for the entire period of the Contract. The City reserves the right to purchase more or less of these quantities / expenditures 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.

8. DELIVERY REQUIREMENTS:

Location:

Sand Hill Energy Center

1101 Fallwell Lane

Del Valle, TX 78617

Tim Youts (512) 505-3720

Days: Monday - Friday

7:30 a.m. – 3:30 p.m.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
REQUEST FOR PROPOSAL: MLG0024**

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

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

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

Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Energy
Attn:	Tim Youts
Address	1101 Fallwell Lane
City, State Zip Code	Del Valle, TX 78617

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

10. **LIQUIDATED DAMAGES:** Time is of the essence in the performance of the Contract; therefore, the Contractor shall strictly adhere to the Contract delivery schedule. No changes in the delivery schedule shall be effective unless in writing executed by both the City and the Contractor. The parties agree that if, due to no fault of the City, delivery of any material or performance of any service is delayed beyond the time specified in the Contract, the actual damages sustained by the City because of such delay will be uncertain and difficult to determine, and that the reasonable foreseeable damage incurred by the City is hereby stipulated to be **\$5,000** per calendar day. The Contractor therefore agrees to pay, and the City agrees to accept, as liquidated damages, the sum of **\$5,000** per calendar day for each calendar day of delay.

11. **RETAINAGE:** The City will withhold **10 percent** (10%) retainage until completion of all work required by the Contract. The Contractor's invoice shall indicate the amount due, less the retainage. Upon final acceptance of the work, the Contractor shall submit an invoice for the retainage to the City and payment will be made as specified in the Contract. Payment of the retainage by the City shall not constitute nor be deemed a waiver or release by the City of any of its rights and remedies against the Contractor for recovery of amounts improperly invoiced or for defective, incomplete or non-conforming work under the Contract.

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

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
REQUEST FOR PROPOSAL: MLG0024**

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

- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit, certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

13. **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; or (ii) **100** percent of the employee's annual compensation while employed by the City. The Contractor shall reimburse the City for any fees and expenses incurred in the enforcement of this provision.
- 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 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 or (ii) **100** percent of the employee's annual compensation while employed by the Contractor.

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

- A. Contractors are required to obtain a certified criminal background report with fingerprinting (referred to as the "report") for all persons performing on the contract, including all Contractor, Subcontractor, and Supplier personnel (for convenience referred to as "Contractor's personnel").
- B. The report may be obtained by reporting to one of the below governmental entities, submitting to fingerprinting and requesting the report [requestors may anticipate a two-week delay for State reports and up to a four to six week delay for receipt of a Federal report.].
 - i. Texas Department of Public Safety for any person currently residing in the State of Texas and having a valid Texas driver's license or photo ID card;

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
REQUEST FOR PROPOSAL: MLG0024**

- 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.
- I. Contractor is not required to obtain reports for delivery personnel, including but not limited to FedEx, UPS, Roadway, or other materials delivery persons, however all delivery personnel must present company/employer-issued photo ID and be accompanied by at least one of Contractor's personnel at all times while at the work site.
- J. The Contractor shall retain the reports and make them available for audit by the City during regular business hours (reference paragraph 17 in Section 0300, entitled Right to Audit).

15. **ECONOMIC PRICE ADJUSTMENT:**

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

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
REQUEST FOR PROPOSAL: MLG0024**

10 percent (10%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.

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

Weight % or \$ of Base Price: 100%	
Database Name: Employment Cost Index	
Series ID: CIU20244000000001	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: N/A	
Description of Series ID: Wages and Salaries	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: ALL	

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

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

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
REQUEST FOR PROPOSAL: MLG0024**

Multiplied by the Base Rate
Equals the Adjusted Price

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

16. STANDARD FOR CHANGE ORDERS

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

- A. Required Information for a Change Order: In order for AE CM to process a proposed change order, the change order submittal must contain the following information:
- a. Change Order Number – A sequential number established by AE Contract Management (CM) for change orders it is responsible for processing.
 - b. Date – A change order submittal date established by the Contractor submitted for approval by AE project manager and AE CM.
 - c. Project Description – A short description of the work to be performed identifying, at least, the functionality of the change and its benefit to the project.
 - d. Scope of Work – A detailed discussion which addresses, at a minimum, the tasks to be performed, the obligations of both AE and the Contractor which are necessary to complete the tasks, any testing and test equipment requirements, and any documentation needed to document the in-process work and project completion. Such documentation shall include milestone and resource schedules, progress reports, test plans, and other technical information as required by AE.
 - e. Schedule - A milestone and resource schedule that identifies the steps by which work is initiated and completed, and the personnel, equipment, and subcontractors needed to initiate and complete such work. The schedule should include the dates of required AE CM interface and support to the Contractor's work.
 - f. Total Proposed Cost to AE – A total cost and a breakdown of the total cost the Contractor anticipates incurring to perform the work. It should include all elements of the cost, including G&A and profit.
 - g. Payment Terms – No payment will be made in advance of the work. Change orders shall be included with the invoice for the portion of the work performed.
 - h. Authorized signature of the Contractor's Project Manager or Corporate Officer.
- B. Required Authorizing Signatures of Contractor
- a. Contractor change orders up to \$50,000 in total proposed cost shall have the internal authorizing signature of the Contractor's Project Manager.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
REQUEST FOR PROPOSAL: MLG0024**

- b. Contractor change orders exceeding \$50,000 in total proposed cost shall require the internal authorizing signature of a Contractor's Corporate Officer.

The information presented here is absolutely the minimum information needed to accept, review, approve, establish funding, and pay for work performed outside the scope of the existing contract.

17. ACCEPTANCE OF WORK

- a. Any and all work or parts supplied by the Contractor shall be considered complete and acceptable only after submittal review by AE, and successful installation, start-up and testing of the equipment upon which the work or parts was repaired, maintained or overhauled at the AE plant site.
- b. Acceptance or approval by AE of Contractor's work shall not constitute nor be deemed a release of responsibilities and liabilities of the Contractor for the accuracy, completeness and competency of the work performed under the contract.
- c. No approval or acceptance by AE shall be deemed to be an assumption of such responsibility by AE for any defective, erroneous, incomplete, or substantial work performed by the Contractor.

18. PAYMENT AND COMPENSATION

AE shall compensate the Contractor on a time and materials basis **or** lump sum basis for authorized work. Contractor shall commence work only after receipt of a properly approved Work Release from AE. If Contractor elects to initiate work prior to receiving an approved Work Release, such work is performed and invoiced at Contractor's risk. The City is under no obligation to pay for unauthorized work.

- a. Time-and-material
 - i. AE shall pay labor rates for each craft category participating in the work and authorized expenses as shown in **Section 0705, Proposal Cost Sheet**. Personnel and craft categories utilized by the Contractor but not included in Section 0605, shall not be billed unless approved by AE in writing prior to work completion. Overtime for Contractor's Clerical/Administrative personnel shall be approved in writing by AE's Project Manager on a Work Release prior to initiation of work authorized by the Work Release.
- b. Progress Payments
 - i. The Contractor shall submit before beginning the Work a payment schedule that lists specific milestones for the job. Work associated with each milestone must be completed and accepted by AE prior to invoicing for payment.
- c. Authorized Expenses for time-and-material work
 - i. Authorized expenses shall include:
 - ii. Travel expenses as set forth in Section 0300, Paragraph 14.
 - iii. Reproduction and printing costs at Contractor's actual cost.
 - iv. Potable water and restroom facilities for Contractor's work crews and Subcontractors.
 - v. Per Diem expense for Contractor personnel whose permanent residence address is greater than fifty (50) miles from Austin, Texas and temporarily assigned to work under the contract.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
REQUEST FOR PROPOSAL: MLG0024**

Permanent residence address shall be defined as the address for which the employee is receiving billings for electricity and telephone services. The Contractor shall attach copies of the service billings for AE's confirmation and records. AE reserves the right to require AE approval of non-resident workers.

- vi. Terms and conditions for authorized expenses governing the Contractor shall also apply to Subcontractors. In no case shall Contractor invoice for Subcontractor services at higher rates than those allowed to Contractor under the terms of this contract.
 - vii. Other expenses approved in advance in writing by AE's Project Manager.
- d. Lump Sum Work
- i. AE reserves the right to require the Contractor to perform certain work on a lump sum basis if AE determines that this method of payment is in the best interest of AE and its ratepayers. In such cases, AE and Contractor shall cooperate to develop a mutually agreed upon lump sum price for the Work. Specific procedures for authorizing Work Releases will be developed with the Contractor after award.
- e. Work and Work Releases
- i. The Work shall mean all tasks and services associated with a job in which the Contractor is directed to perform with his/her own labor force under an approved Work Release. Tasks to complete a job may include the provision of goods and materials and the hiring of Subcontractors. Work Releases are required for both time-and-materials and lump sum jobs. Work Releases are valid and authorized if they contain:
 - ii. A written request from AE for Contractor's services. A preliminary Scope of Work for each job will be provided by AE with the request.
 - iii. A quote back to AE from the Contractor and/or Subcontractor with a defined and agreed-upon Work scope, schedule, and cost for the job.
 - iv. Written authorization to proceed signed by the AE Project Manager.
 - v. Written acceptance of the order by the Contractor.
 - vi. No single Work Release shall contain authorization for both time-and-materials and lump-sum work on the same task. No invoice shall be paid which includes charges for both time-and-materials and lump-sum work on the same task.
 - vii. Changes in scope of work for Work Releases after initial acceptance of work by the Contractor shall be documented and authorized in the same manner as the original work scope. A new purchase release form shall be completed that describes the new scope of work and includes a quotation for the new work. The change order shall be numbered with the original purchase release number so as to allow the total cost of the authorized work to be tracked. No work whose estimated cost during implementation exceeds the original, authorized not-to-exceed amount will proceed further until a written change order is received from AE.
 - viii. AE reserves the right to convert a time-and-material release to a lump sum release if the scope of work frequently changes and if a lump sum is in the best interest of AE and its ratepayers. In such cases, AE and Contractor shall cooperate to develop a
 - 1. Mutually agreeable lump sum price for the work and obtain such credits as may be owed AE for the deleted work or for work not completed by the Contractor.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
REQUEST FOR PROPOSAL: MLG0024**

19. REPORTS

- i. Progress Reports
On a Per Project basis, Contractor shall submit progress reports in electronic format at a frequency acceptable to AE. Reports shall include inspection/observations and a summary of work performed during the reporting period. Contractor's Project Manager or Field Supervisor shall attend status meetings and report progress at the frequency requested by the AE Project Manager, or designated AE plant contact. AE sign-off is required before leaving the site at the job completion.
- ii. Final Report
Before final payment can be made on a per Project basis, Contractor shall submit a detailed Final Report to the AE Project Manager within thirty (30) days of completion of the job. The Final Report shall include, but not limited to field inspections/observations; shop inspections and test results; parts and materials used; and a complete summary of work performed. Reports shall also include color photos of abnormal component conditions or failures found during inspections; and final assembly measurements, clearances, and relevant drawings. Reports shall be hard-copy and electronic format, and submitted in duplicate as requested by AE.
- iii. Warranty
Provide equipment, product and labor/workmanship warranties to AE in 3-ring binders at the time of Final Report submission.

20. **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.

21. **CONTRACT MANAGER**: The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Ray Moncada

Austin Energy

(512) 322-6190

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

APPENDIX A

Sand Hill Energy Center (SHEC) Contractor Work Requirements

TABLE OF CONTENTS

	<u>Page</u>
SHEC Contacts	1
General	1
Safety	2
Codes and Standards	2
Safety Orientation	2
Personal Protective Equipment	3
Specific Safety Rules	3
Respiratory Protection.....	4
Confined Spaces.....	4
Equipment Operators	4
Material Safety Data Sheets	4
Work Practices	4
Work Hours.....	4
Housekeeping.....	5
Damage to Existing Property	5
Utilities / Facilities	5
Compressed Air	5
Electrical Power	5
Water.....	5
Facilities	5
Roadways and Parking	6
Storage and Temporary Buildings	6
Environmental and Waste Issues	6
Elevators	7
Communication	7
Mail, Messages and Telephones	7
Deliveries	8
Schedule	8
Emergencies	8

SHEC CONTACTS

	<u>Phone</u>	<u>Pager</u>
Plant Manager Lee Lewis	972-9409	802-2462
Plant Engineer Craig Smith, P.E	322-6477	
Plant Operations Superintendent Calvin LaVerne	972-9456	802-2132
Plant Maintenance Superintendent Tim Youts	505-3720	n/a
Plant Stores Specialist Daryl Fisher	505-7595	n/a
Plant Environmental Coordinator Jake Spelman	972-9450	n/a
Plant Safety Specialist Sam Garcia	482-5374	848-9980
Plant Administrative Assistant Cheryl Martinets	972-9401	n/a
Plant Operations (24 hour staff)	972-9451	n/a

GENERAL

The Contractor shall comply with the requirements of this document unless otherwise directed in the body of the specification or contract to which it is attached. The Contractor shall comply with all plant rules and regulations including, but not limited to, the following:

- SHEC's access is via Fallwell Lane.
- Contractors shall sign in daily at the main office.
- All Contractor site office trailers shall be clearly marked and identified with the Contractor's company name.
- City Ordinance prohibits smoking in buildings and only allows smoking in designated areas. **SHEC designated smoking areas:**
 - 1) In front of Control/Admin. Building
 - 2) In designated Contractor Parking Area near S1-4Smoking areas shall be kept clean at all times.

- There will be **NO** spitting on floors, in drains, in sinks, through gratings, or in trashcans.
- Alcohol, drugs, and firearms are **strictly forbidden** at the plant.
- Contractors shall provide all tools and supplies necessary to successfully complete the contracted job. Contractors **shall not** borrow any Austin Energy (AE) tools, equipment, vehicles, supplies or personal protective equipment unless specifically allowed in the work contract or approved by the Plant O&M Superintendent.

SAFETY

AE has Safety staff available by appointment or immediate contact by pager. *If any AE staff believes there is a safety violation, they are authorized to stop the Contractor's work at any time.* If any plant employee observes contractor employees working in situations of imminent danger, work will be ceased until the AE Project Manager and the Contractor can meet to alleviate the hazardous condition(s). Such work stoppage shall not relieve the contractor of any contract commitments nor be a valid cause for a change order.

Codes and Standards

The Contractor shall comply with all federal, state and local laws, and all standards, rules, administrative agency regulations and orders issued pursuant to such laws and regulations, including, but not limited to, the following:

- Occupational Safety and Health Administration (OSHA) Code of Federal Regulations, (CFR) title 29, U.S. Department of Labor
- NFPA 70, National Electric Code 1996
- Environmental Protection Agency (EPA)
- Texas Department of Health (TDH)
- Texas Commission on Environmental Quality (TCEQ)

Safety Orientation

Every Contractor employee shall attend a plant-specific safety orientation before they will be allowed to work. This orientation will take 30-45 minutes. To schedule safety orientations, Contractor shall contact the AE Project Manager who will arrange a time with the plant. This orientation is required of all Contractor personnel on an annual basis.

The Contractor, if necessary for the safety orientation, shall supply a language interpreter. All contract employees must have a valid social security number or work permit.

All Contractors will be issued either an AE Contractor Badge or an SHEC Visitor Badge, depending on the duration of the job. Contractor/visitor badges must be worn in a visible location at all times while on site for the duration of the job. If a Contractor is found on the job without a badge he/she may be asked to leave the site.

Any Contractor employee injured in the course of his/her work shall immediately report the injury to the AE Project Manager and Plant personnel. The Contractor shall provide a

copy of their written accident reports, including his/her written investigation report, to the Plant Safety Specialist within 24 hours of the incident.

Personal Protective Equipment

Contractor shall insure that all employees wear, at a minimum, hard hats, steel toe safety boots and safety glasses with side shields or goggles for personal protective equipment (PPE). Additional PPE requirements are as follows:

- Hard hats may be of any style and color except RED and ORANGE. The Owner reserves these colors for emergencies and visitors. The hard hats shall comply with ANSI Z89.1, Class A,B,C under OSHA 29 CFR 1910.135.
- Steel toe safety boots/shoes can be of any manufacture and shall comply with ANSI 41-1991 under OSHA 29 CFR 1910.136.
- Safety glasses (prescription or non prescription) shall comply with the appropriate ANSI standard for the job being performed. (Welding, Cutting Grinding, General Use) under OSHA 29 CFR 1910.133. Flash glasses shall be worn in designated areas.
- Hearing protection shall be provided and used when working in noisy areas or on/near an operating unit (to include gas turbines). The protection factor of 25 NRR or greater shall be attained, under OSHA 29 CFR 1910.95.
- The Contractor shall supply and insure that employees have the correct type and style of gloves for the job they are performing.
- All personnel shall wear 100% cotton clothing including long pants appropriate shirts, etc. No shorts will be allowed.
- Safety Harnesses and fall protection must be used in compliance with OSHA 29 CFR 1926.502.

Specific Safety Rules

The Contractor shall at all times adhere to Plant Safety rules for lockout and tag-out, confined spaces electrical safe work practices. Some of the site safety rules *exceed those required by OSHA* and the Contractor shall contact the AE Project Manager to find out what is expected under the Plant Safety Program. All other rules, as they apply, will also be adhered to at all times (for example, fall protection, respiratory protection, scaffolding, and trenching, etc.)

All equipment worked on will be properly locked out as per plant safety rules. All Lock Out Tag Out (LOTO) clearances will be put in place by plant personnel. The Contractor shall work with plant operations to review the LOTO and insure that equipment is safely secured prior to starting work. The Contractor is responsible for providing his own lock and adding it to the lockbox related to the LOTO clearance. Under no circumstance shall the Contractor lock out equipment that is not included in a plant LOTO. The Contractor is required to sign on the plant LOTO and follow all plant LOTO rules and procedures. The Contractor can request that other pieces of equipment be locked out to make the work area safe.

Respiratory Protection

The Contractor shall provide documentation of employee participation in a Respiratory Training Program that meets OSHA requirements if employees are to work in an atmosphere which will require the use of a respirator. The Contractor is responsible for selecting and providing the correct respirator for the atmosphere in which work is to be performed.

If a Self Contained Breathing Apparatus (SCBA) is to be worn, the Contractor shall provide documentation of the employee's training with this device in addition to his documentation of OSHA-certified respirator training.

All documentation shall be provided to the AE Project Manager who will file originals and forward copies to the Plant Safety Specialist.

Confined Spaces

The Contractor shall have an OSHA compliant Confined Space Entry Program. A copy of this program, and employee training certifications, shall be delivered to the AE Project Manager prior to beginning work in a confined space. The Contractor shall be responsible for air monitoring for their employees. The site will provide a Subject Matter Expert (SME) to assist in hazard evaluations prior to entry into a confined space. Plant personnel may periodically monitor atmospheric conditions in the confined space(s) where Contract Personnel are working. Plant personnel shall stop Contractor work in a confined space when atmospheric conditions or any other hazards are identified which were not addressed in the Entry Permit for that space. Work will not be allowed to resume until the hazardous condition(s) has been resolved to the satisfaction of Plant personnel.

Equipment Operators

The Contractor shall provide documentation certifying that all of their equipment operators have been properly trained for the piece of equipment they are operating. This includes but is not limited to, fork lift operators, mobile crane operators, overhead crane operators, etc. This documentation shall be provided to the AE Project Manager who will forward it to the Plant Safety Specialist.

Material Safety Data Sheets

The Contractor shall provide MSDS for all project chemical products prior to being brought on site. These sheets shall be given to the AE Project Manager who will forward to the Plant Safety Specialist and the Plant Environmental Coordinator.

WORK PRACTICES

Work Hours

Normal plant working hours are Monday through Friday, 7:30 a.m. until 4:00 p.m. If a Contractor plans to work hours other than these, the AE Project Manager shall be notified in advance. This request will be forwarded to Plant Management for approval.

Housekeeping

The Contractor shall be responsible for daily cleaning of their work areas. Prior to the end of each work day all trash shall be placed in proper receptacles and all areas swept and picked up.

Damage to Existing Property

The Contractor shall take all precautions to protect existing buildings, grounds and equipment from damage of whatever nature arising from the Contractor's operations at the site. If damage is incurred, the Contractor shall make all necessary repairs or replacements without additional cost to the owner.

All areas of the station site assigned to the Contractor for their use shall be left clean. All grassy/dirt areas used for lay down and/or parking shall be left smooth and re-seeded as necessary prior to demobilization.

UTILITIES / FACILITIES**Compressed Air**

Contractors shall provide their own compressors, hoses, connections and safety clips necessary to supply compressed air.

Electrical Power

120V/480V power is available upon request. Plant staff requires three (3) working days notice to route and connect power to a single point for the Contractor's use. Request for electrical connection shall be made through the AE Project Manager. Plant staff will also disconnect this service at the end of the contract, following the same procedure.

Water

Service (non-potable) water is available at various locations around the plant. The Contractor shall be responsible for connecting and routing necessary extensions. The Contractor shall provide all hoses/pipes, as needed for their use, and shall remove these upon project completion.

Facilities

The Contractor shall provide the following for his/her employees:

- drinking water
- toilets
- break & eating areas (including microwaves, refrigerators, other appliances as needed)

Exceptions to these requirements may be made on a case-by-case basis for small projects, but Project Managers must obtain approval in advance from Plant Management in order for the exception to be granted.

ROADWAYS AND PARKING

Parking space is in short supply. Passenger cars and light trucks **ONLY** will be allowed in the designated parking lot. All heavy trucks and equipment will have parking assigned prior to arrival.

The Contractor shall only use roads and parking areas within the plant area as assigned by the AE Project Manager. The Contractor shall thoroughly investigate all existing entry, exit, and roadways to ensure there is adequate accessibility.

The Contractor shall make all their employees aware of the **12 mph** maximum speed limit within the Plant.

STORAGE AND TEMPORARY BUILDINGS

All storage and temporary buildings/office trailers required by Contractors shall be erected/placed by the Contractor at their own expense, with approval of the AE Project Manager, and shall be removed without cost to AE at the termination of their usefulness or termination of the job.

Outdoor space for storage of materials (lay down area) may be available to the Contractor in a location, agreed upon between Plant personnel and AE Project Manager. If assigned, this area will be kept clean and in an orderly fashion. The Contractor, prior to departure from the worksite, shall remove all excess materials from the site.

Small quantities of product requiring secondary containment may be accommodated at Plant locations with approval of the Project Manager, the Plant Environmental Coordinator and/or Plant Management. In general, however, the provision and maintenance of secondary containment for stored products shall be the Contractor's responsibility.

ENVIRONMENTAL AND WASTE ISSUES

AE has Environmental staff available by appointment or immediate contact by pager. *If any AE staff believes there is an environmental violation, they are authorized to stop the Contractor's work at any time.* If any plant employee observes contractor employees working in situations of imminent danger, work will be ceased until the AE Project Manager and the Contractor can meet to alleviate the hazardous condition(s). Such work stoppage shall not relieve the contractor of any contract commitments nor be a valid cause for a change order. Specific environmental and waste requirements are as follows:

- Storage and disposal of all wastes generated by the Contractor shall be coordinated with the Plant Environmental Coordinator. **NO** waste shall be left in unauthorized storage or disposal areas. Waste collection areas and containers shall be properly and clearly marked to insure proper hazard notification and segregation of hazardous materials and non-hazardous materials.

- All hazardous waste generated by Contractor activities must be disposed of by the Contractor in a manner approved by the Plant Environmental Coordinator or AE Project Manager.
- Small volumes of domestic and non-hazardous trash may be disposed of in the existing trash dumpsters with approval of the Project Manager, the Plant Environmental Coordinator and/or Plant Management. Collection and disposal of large volumes of Contractor-generated trash shall be the responsibility of the Contractor and must be coordinated through the Plant Environmental Coordinator prior to the start of the job without additional cost to AE.
- The Contractor shall participate in plant recycling efforts as much as possible. A map of waste and recycling collection locations will be provided at the Plant Contractor Orientation. As the project progresses, specific waste disposal and recycling information can be obtained from the Plant Environmental Coordinator.
- Oil and chemical spills of one (1) gallon or more, or any amount that enters a drain or waterway shall cause work to cease and proper cleanup to commence immediately. The Environmental Coordinator and Shift Supervisor shall be informed immediately.
- Oily rags shall be deposited in designated and approved oil rag drums. Approval shall be obtained through the Plant Environmental Coordinator.
- All used aerosol containers shall be deposited in designated container(s) as indicated on waste and recycling collection map.
- All unused/new materials shall be taken with the Contractor upon completion of their work unless otherwise approved by Plant Management.

ELEVATORS

There is one elevator located on the Unit 5A Heat Recovery Steam Generator (HRSG) stair tower. This elevator provides personnel access to the top level of the HRSG. Contractors shall only use this elevator with prior permission from their plant contact and this elevator is for personnel and light hand tools ONLY. Contractors needing to lift or move materials shall provide their own lifting devices and associated equipment (forklift, crane, tugger, straps, cables, etc.).

COMMUNICATION

Lines of communication shall be maintained at all times. The Contractor shall make all requests through the AE Project Manager who in turn will contact the appropriate Plant personnel.

MAIL, MESSAGES AND TELEPHONES

SHEC has phones and a fax machine in the front office that may be used by small Contractors and short duration jobs. Contractor mail, messages and faxes received at the administrative office will be placed in location designated by the Plant Administration Assistant. If the Contractor requires phone/fax services other than this or if on site for more than 30 days, the Contractor shall provide for their own services. There is a limited supply of phone/fax lines

available on site. Requests for use of these lines shall be made through the AE Project Manager and Southwestern Bell Telephone.

All calls for fire, EMS, etc. shall be reported to the Plant personnel for coordination.

DELIVERIES

All Contractor deliveries to the Plant shall be coordinated in advance with the Plant Stores Specialist and shall be properly addressed with Contractor contact name on labeling. Deliveries not handled in this way may be refused by the Plant and returned to Sender. Contractor shall provide the Plant Stores Specialist with contact information which shall be utilized in notifying the Contractor of the arrival of a delivery. Contractors shall pick up deliveries within 24 hours of notification. Sand Hill has limited indoor warehouse storage space, and consequently small items received will be stored indoors only if space allows and for no more than 24 hours. All large items received will be stored outside. The Plant will receive and unload deliveries, but takes no further responsibility for storage and protection of these items.

SCHEDULE

The Contractor shall submit a proposed work schedule to the AE Project Manager who will then get approval from the Plant personnel. Schedules with durations longer than two (2) weeks shall be submitted at least two (2) weeks before the Contractor moves on site. Work schedules of less than two (2) weeks shall be submitted at least one (1) week before moving onto the site.

The schedule shall show expected mobilization and demobilization dates and projected dates for all tasks concerned in the project. Updated schedules shall be made and submitted to AE Project Manager as necessary.

EMERGENCIES

In the unlikely event that an emergency situation arises, the control room should be contacted immediately.

The control room will alert emergency personnel by contacting 911 and then use the plant two way radios and mass notification announcing system to announce the nature of the emergency as well as instructions. Three assembly areas have been established in case an evacuation is necessary. The primary assembly area is at the main gate. The secondary assembly area is the alternate entrance gate located at the north east corner of the plant property. The third assembly area is the area just south of Unit 4, between the paved road and the fence on top of the flood protection levee. Do not leave the assembly areas until the "all clear" is given and all employees are accounted for.

City of Austin
Purchasing Office
Local Business Presence Identification Form

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

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

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

City of Austin
Purchasing Office
Local Business Presence Identification Form

ACKNOWLEDGEMENT

THE STATE OF TEXAS
COUNTY OF TRAVIS

I certify that my responses and the information provided on **Form 0605** are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations in this Section, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me in this Section may be investigated and I hereby give my full permission for any such investigation and I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected.

OFFEROR'S FULL NAME AND ENTITY STATUS:

Signature, Authorized Representative of Offeror

Title

Date

END

CITY OF AUSTIN PURCHASING OFFICE
PROPOSAL COST SHEET
REQUEST FOR PROPOSAL NO.: MLG0024

Reference section 0600 (RFP) Paragraph I. Part XI – Cost Proposal

Pricing for I.1

- 1) Sample Work Scope Project # 1
(High Pressure High Temperature Super Heater Tube Replacement):
\$ _____

- 2) Sample Work Scope Project # 2
(Low Pressure Economizer # 2 Tube Replacement):
\$ _____

- 3) Sample Work Scope Project # 3
(Install High Pressure Main Steam Stop Check Valve):
\$ _____

- 4) **Parts:**
 - a) High Pressure High Temperature Super Heater Tubes
See section 0600 K.1 (2) a. for details
\$ _____

 - b) Low Pressure Economizer # 2 Tubes
See section 0600 K.1 (2) b. for details
\$ _____

Pricing for I.2

- 1) Time and Material Labor Rate Sheet

- 2) Cost for Equipment and Tool Rental shall be _____ percent markup of actual invoice from supplier or subcontractor.

- 3) Cost for Materials, Supplies, and Parts shall be _____ percent markup of actual invoice from supplier or subcontractor.

Note:
Contractor will not change percent markup of Blue Book rate or fees due to variances between actual equipment and tools used and anticipated equipment and tools.

TOTAL PROPOSAL COST \$ _____

Company Name

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS FORM**

SOLICITATION NUMBER: RFPMLG0024

PROJECT NAME: Repair Heat Recover System Generators (HRSG) Annual Service Agreement

The City of Austin has determined that no goals are appropriate for this project. Even though no goals have been established 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, subconsultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though no goals have been established, 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	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/subconsultants/suppliers that will be used in the performance of this Contract. **Attach Good Faith Efforts documentation if non MBE/WBE firms will be used.**

Sub-Contractor/Consultant	
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethnic/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/Consultant	
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethnic/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 _____

**CITY OF AUSTIN
PURCHASING OFFICE
"NO OFFER" REPLY FORM**

SOLICITATION NUMBER: RFPMLG0024

Please Complete and Return This Form to the following address to Indicate a "No Offer" Reply

City of Austin
Purchasing Office
P.O. Box 1088
Austin, Texas 78767-8845

(DO NOT RETURN ALONG WITH OFFER)

Please check the appropriate box to indicate why your firm is submitting a "no offer" response. Failure to respond to three (3) consecutive solicitations may result in your company being removed from the source list for this commodity or service. Completion of this form will assist us in maintaining an accurate, up-to-date source list.

COMMODITY CODE: 94173

DESCRIPTION: Power Plant Equipment Maintenance and Repair

- Unable to supply item(s) specified. Remove my company from the source list for the Commodity / Service Group
- Unable to supply item(s) specified. Retain my company on the vendor list for this commodity / service.
- Cannot meet the Scope of Work / Specifications.
- Cannot provide required Insurance.
- Cannot provide required Bonding.
- Job too small.
- Job too large.
- Do not wish to do business with the City. Remove my company from the City's Vendor list.
- Other reason (please state why you will not submit a bid):

Contractor's Name:

Street Address

City, State, Zip Code

Signature of Officer or
Authorized
Representative:

Date:

Printed Name:

Title

