CITY OF AUSTIN, TEXAS

Purchasing Office

REQUEST FOR PROPOSAL (RFP)

OFFER SHEET

SOLICITATION NO: RFP NST0412

DATE ISSUED: December 21, 2015

COMMODITY/SERVICE DESCRIPTION: Power Plant Field Service Support Agreement

REQUISITION NO.: RQM 15121700164

COMMODITY CODE: 91842, 91918

PRE-PROPOSAL CONFERENCE TIME AND DATE: 1:30PM ON JANUARY 7, 2016

LOCATION: SAND HILL ENERGY CENER, 1101 FALLWELL LANE, AUSTIN, TX 78617 OR CALL (877) 402-9753 ACCESS CODE 2182020

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

Nicole Turner
Senior Buyer Supervisor
Phone: (512) 322-6586

E-Mail: Nicole.turner@austinenergy.com

PROPOSAL DUE PRIOR TO: 3:00PM ON JANUARY 20, 2016

PROPOSAL CLOSING TIME AND DATE: 3:00 PM ON JANUARY 20, 2016

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

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 # RFP NST0412	Purchasing Office-Response Enclosed for Solicitation # RFP NST0412
P.O. Box 1088	124 W 8th 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 that are not submitted in a sealed envelope or container will not be considered.

SUBMIT 1 ORIGINAL, 5 COPIES, AND 1 ELECTRONIC COPY (FLASH/ CD) OF YOUR RESPONSE

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

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

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	10
0500	SCOPE OF WORK	7
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	3
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION CERTIFICATION	*
0705	COST PROPOSAL SHEET	1
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE NO GOALS FORM – Complete & return	2
ATTA	CONTRACTOR WORK REQUIREMENTS	23

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

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

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

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

Please include the following information if required in the solicitation:

Responding Company Name _____

1. Company's Name _____

   Name and Title of Contact _____

   Present Address _____

   City, State, Zip Code _____

   Telephone Number (_____)_____ Fax Number (_____)_____

   Email Address _____

2. Company's Name _____

   Name and Title of Contact _____

   Present Address _____

   City, State, Zip Code _____

   Telephone Number (_____)_____ Fax Number (_____)_____

   Email Address _____

3. Company's Name _____

   Name and Title of Contact _____

   Present Address _____

   City, State, Zip Code _____

   Telephone Number (_____)_____ Fax Number (_____)_____

   Email Address _____

4. Company's Name _____

Name and Title of Contact _____

Present Address _____

City, State, Zip Code _____

Telephone Number (_____)_____ Fax Number (_____)_____

Email Address _____

5. Company's Name _____

Name and Title of Contact _____

Present Address _____

City, State, Zip Code _____

Telephone Number (_____)_____ Fax Number (_____)_____

Email Address _____

Section 0835: Non-Resident Bidder Provisions

Company Name _____

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

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

   Answer: _____

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

B. If the Bidder 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 ☐ No ☐ MBE ☐ WBE ☐ MBE/WBE Joint Venture ☐		

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 ☐ WBE ☐ Ethics / Gender Code: ☐ 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 ☐ WBE ☐ Ethics / Gender Code: ☐ 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
AUSTIN ENERGY POWER PLANT FIELD SERVICE SUPPORT AGREEMENT
REQUEST FOR PROPOSAL (RFP)
SUPPLEMENTAL PURCHASE PROVISIONS
SOLICITATION NUMBER: RFP NST0412

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 AM on January 12, 2016 via email to Nicole.turner@austinenergy.com.

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

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

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

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

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

      i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are $100,000 bodily injury each accident, $500,000 bodily injury by disease policy limit and $100,000 bodily injury by disease each employee.

         (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
            (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
            (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage

      ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are $500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).

         (1) The policy shall contain the following provisions:

(a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
(b) Contractor/Subcontracted Work.
(c) Products/Completed Operations Liability for the duration of the warranty period.
(d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.

(2) The policy shall also include these endorsements in favor of the City of Austin:

(a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
(b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
(c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage

iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of $500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are $250,000 bodily injury per person, $500,000 bodily injury per occurrence and at least $100,000 property damage liability per accident.

(1) The policy shall include these endorsements in favor of the City of Austin:

(a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
(b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
(c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

iv. **Professional Liability:**

(1). Professional Liability Insurance: The Contractor shall provide coverage, at a minimum limit of **$2,000,000.00** per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement.

If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract.

C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

3. **PAYMENT BOND:**

A. The City reserves the right to require a payment bond on a "per project" basis. If required, the Contractor shall provide a Payment Bond in an amount equal to **100%** of the project amount within 14 calendar days after notification of award. The Payment Bond shall be issued by a solvent company

authorized to do business in the State of Texas, and shall meet any other requirements established by law or by the City pursuant to applicable law. The Surety must obtain reinsurance for any portion of the risk that exceeds 10% of the Surety's capital and surplus. For bonds exceeding $100,000, the Surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Texas and holds a certificate of authority from the U.S. Secretary of the Treasury.

B. The Payment Bond shall remain in effect throughout the term of the project.

4. **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 Performance Bond in an amount equal to **100%** of the project value (as quoted by the Contractor and agreed to by AE) within 14 calendar days after notification of project award. The Performance Bond shall be issued by a solvent company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by the City pursuant to applicable law. The Surety must obtain reinsurance for any portion of the risk that exceeds 10% of the Surety's capital and surplus. For bonds exceeding $100,000, the Surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Texas and holds a certificate of authority from the U.S. Secretary of the Treasury.

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

5. **TERM OF CONTRACT:**

A. The Contract shall be in effect for a term of 6 years.

B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).

C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.

D. **Prices are firm and fixed for the first 24 months**. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

6. **CONTRACT AWARD**

Austin Energy will award this contract to a single vendor. Contractor shall ensure that services will be available at all times and to perform any work covered under this contract with its own personnel and resources. Award will be made to the best evaluated proposer meeting the requirements stated for this solicitation.

After award, Austin Energy will initiate work requests in one of the following manners:

A. AE will develop a specific scope of work for each individual project which will be assigned to the Vendor for completion and submittal of a quote within 14 calendar days, unless otherwise stated by the Austin Energy Project Manager.

B. Austin Energy may ask for a proposed scope of work/solution to an identified problem. If it does it will expect vendor proposal delivered to the Austin Energy Project Manager within 14 calendar days, unless otherwise agreed upon by the Austin Energy Project Manager. Pricing for these projects will either be Time and Materials (based on the rate sheets provided in the cost proposal submission) or Lump Sum (Fixed) as determined by Austin Energy upon review of the specific project. Cost proposal pricing is subject to increases in accordance with paragraph 16 of this section (Economic Price Adjustment).

C. If an emergency is designated by the Austin Energy Project Manager, the Contractor shall be expected to be mobilized (ready to work) with all resources on site as soon as possible (within 48 hours) unless different time schedule is agreed to by the Austin Energy Project Manager. Work done in response to an emergency request will typically be done with time and materials.

D. All work done under any of the above scenarios is subject to the issuance of a valid Work Release as described in Section 0500, 10 (f).

The estimated expenditure over the total life of this contract is **$5,000,000.00.**

7. **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. The annual estimated expenditure is $833,334.00. 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:**

A. Location:

Days: Monday – Friday 7:00 am through 5:00 pm

Decker Creek Power Plant and Dam
8003 Decker Lane
Austin, TX 78724
James Malek (512) 505-7345

Location:

Days: Monday – Friday 7:00 am through 5:00 pm

Sand Hill Energy Center
1101 Fallwell Lane
Del Valle, TX 78617
Tim Youts (512) 505-3720

B. 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." Additionally, invoices associated with work performed on a time and material basis shall include: Invoices associated with fixed fee/lump sum projects shall include:

project name, location, milestone and progress payment. 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 Sand Hill Energy Center
Address	1101 Fallwell Lane
City, State Zip Code	Del Valle, TX 78617

	City of Austin
Department	Austin Energy
Attn:	James Malek Decker Creek Power Plant
Address	8003 Decker Lane
City, State Zip Code	Austin, TX 78724

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 up to **$5,000** per calendar day. Liquidated Damages will be determined on a "project by project" basis and will be written into the project Scope of Work. The Contractor therefore agrees to pay, and the City agrees to accept, as liquidated damages, a sum up to **$5,000** per calendar day for each calendar day of delay.

11. **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

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.

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. **ECONOMIC PRICE ADJUSTMENT:**

A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first **24 months** of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed ten percent (10%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.

B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.

C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party 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:**

Weight % or $ of Base Price: 100	
Database Name: Employment Cost Index	
Series ID: **CIU2020000430000I (I)**	
☒ Not Seasonally Adjusted	☐ Seasonally Adjusted
Geographical Area: United States (National)	
Description of Series ID: **Wages and salaries for Private industry workers in Installation, maintenance, and repair**	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: Labor Rates	

14. **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/cm^2) 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.

15. **STANDARD FOR CHANGE ORDERS**

CHANGE ORDER PROCESS: 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 PM to process a proposed change order, the change order submittal must contain the following information:

i. Change Order Number – A sequential number established by AE Project Management (PM) for change orders it is responsible for processing.

ii. Date – A change order submittal date established by the Contractor submitted for approval by AE Project Manager (PM) .

iii. 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.

iv. 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.

v. 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.

vi. Total Proposed Cost to AE – An itemized cost proposals including a breakdown of the total cost the Contractor anticipates incurring to perform the work. It should include all elements of the cost, including Gains & Asset and profit.

vii. 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.

viii. Authorized signature of the Contractor's Project Manager or Corporate Officer.

B. Required Authorizing Signatures of Contractor

i. Contractor change orders up to $50,000 in total proposed cost shall have the internal authorizing signature of the Contractor's Project Manager.

ii. 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.

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

Eddie Washington

512-322-6075

Eddie.washinton@austinenenergy.com

17. **PROJECT MANAGERS:** The persons designated as Project Managers, and will act as the contact point between the City and the Contractor during the term of the Contract for the Scope of Work for the applicable Austin Energy Business Unit.:

Tim Youts (Sand Hill Energy Center)	James Malek (Decker Power Plant)
512-505-3720	512-505-7345

CITY OF AUSTIN
PURCHASING OFFICE
AUSTIN ENERGY POWER PLANT FIELD SERVICE SUPPORT AGREEMENT
REQUEST FOR PROPOSAL (RFP)
SUPPLEMENTAL PURCHASE PROVISIONS
SOLICITATION NUMBER: RFP NST0412

Tim.youts@austinenergy.com James.malek@austinenergy.com

*Note: The above listed Contract Compliance Administrator and Project Managers are not the authorized Contact Person(s) for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Compliance Administrator or Project Managers is prohibited during the no contact period.

CITY OF AUSTIN
PURCHASING OFFICE
AUSTIN ENERGY POWER PLANT FIELD SERVICE SUPPORT AGREEMENT
REQUEST FOR PROPOSAL (RFP)
SCOPE OF WORK
SOLICITATION NUMBER: RFP NST0412

SCOPE OF WORK

1. PURPOSE

a) The City of Austin Electric Utility Department, dba Austin Energy, hereinafter referred to as AE, seeks proposals in response to this Request for Proposal (RFP) from Contractors qualified and experienced in performing technical services for utility scale power plants.

b) The purpose of this Contract is to provide AE with ready access to Contractor's experienced technical staff to assist AE power plants in the following major areas:

1) Large rotating machinery

i. Industrial gas turbines
ii. Utility scale steam turbines and generators
iii. Large industrial pumps and motors
iv. Vibration analysis and balancing

2) Gas/Combustion turbines

i. Industrial
ii. Aeroderiviative
iii. Gas turbine parts assessment
iv. Maintenance strategy
v. Long term maintenance and parts agreements

3) HRSG and conventional utility scale boilers

i. Inspections and inspection strategy
ii. Flow Accelerated Corrosion
iii. Duct Burners
iv. Attemperators
v. High Energy Steam Piping

4) Plant electrical

i. Transformers both step up and auxiliary
ii. Switchgear
iii. Protective relays

c) The amount of work actually assigned to the Contractor is highly variable and subject to emergencies and conditions beyond AE's control. AE reserves the right to perform any work covered under this contract with its own personnel and resources, or to separately Contract such work with other Contractors.

d) The plants and systems to be serviced under this proposed contract include Decker Creek Power Plant, Decker Creek Dam, Sand Hill Energy Center (SHEC), and other City plant facilities as later may be determined during the term of the Contract.

e) Generally, the scope of equipment and systems includes: combustion turbines both frame and Aero-deriviative, steam turbines, generators, condensers, high energy piping, HRSG's/Boilers, large industrial pumps and motors, transformers both Generator step up and auxiliary, high and medium

voltage switchgear, power generation protective relays, HRSG/boiler chemistry, cooling towers, closed loop cooling systems, and Dams. Please note that this description is not a complete listing of all equipment found in the AE power plants, and is not intended to be all encompassing. It is intended to generally inform potential Proposers of the typical types of work to be encountered during the term of the proposed Contract.

2. BACKGROUND

a) AE owns two gas-fired power plants-Decker Creek Power Station, and Sand Hill Energy Center (SHEC).

1) Decker Creek Power Station:

(i) Two (2) large utility size, field-erected boilers (Babcock & Wilcox wall fired and Combustion Engineering corner fired)
(ii) Two (2) steam turbine-generators (Westinghouse)
(iii) Four (4) simple-cycle “peaking” gas turbine-generators (Pratt & Whitney FT4C1 twin packs and Electric Machine generators.
(iv) During the term of the Contract a 2x1 combined cycle unit may be built at this plant site.

2) Sand Hill Energy Center:

(i) Six (6) simple-cycle “peaking” gas turbine-generator units (GE LM6000 PC’s with Brush generators).
(ii) A 1 X 1 combined cycle generating unit (7FA combustion turbine with D11 steam turbine).
(iii) The combined cycle unit has the ability for a future expansion to a 2 X 1 configuration.

3. REFERENCED CODES AND STANDARDS

a) Although some of these referenced codes and standards may not apply to municipally-owned power generation facilities, the Contractor shall perform the Work in accordance with recognized industry practices as found in these documents and in other industry standard practice documents that may apply.

b) ANSI / AWS D1.1 Structural Welding Code

c) ASME B31.1 Code for Pressure Piping

d) ASME B31.3 Code for Process Piping

e) ASME B31.8 Gas Transmission and Distribution Piping Systems

f) ASME Boiler & Pressure Vessel Code

g) National Board Inspection Code (NBIC)

h) Texas Boiler Law, Texas Department of Licensing and Regulation

i) OSHA Standard 29CFR, Part 1910- Occupational Safety and Health

j) OSHA Standard 29CFR, Part 1910.269- Electric Power Generation, Transmission, and Distribution

k) NFPA 101- Life Safety Code

l) NFPA 70- National Electrical Code (NEC)

m) NFPA 70E- Standard for Electrical Safety in the Workplace

n) ANSI / IEEE Standard 112- Test procedure for poly-phase induction motors and generators

o) ANSI / IEEE Standard 115- Test procedure for synchronous machines

p) ANSI / IEEE Standard 43- Recommended practice for testing for insulation resistance of rotating machinery

q) ANSI / IEEE Standard 62- Field testing power apparatus insulation

r) ANSI American National Standards Institute

s) ASTM American Society for Testing and Materials

t) AWS American Welding society

u) IEEE Institute of Electrical and Electronics Engineers

v) ISA Instrument Society of America

w) SSPC Steel Structure Painting Council

x) AWWA American Water Works Association

y) ISO International Standards Organization

z) MSS Manufacturers Standardization Society

aa) Various OEM Manual

bb) API American Petroleum Institute

4. CONTRACTOR RESPONSIBILITIES

a) The Contractor shall perform all services properly authorized by AE in a timely and efficient manner, and may be required to mobilize on short notice, all in accordance with the requirements of each scope of work for each individual project. The Contractor shall provide equipment, tools, materials, supplies, and supervision to provide required services all in accordance with the requirements of each scope of work for each individual project.

b) If an emergency is designated by AE Plant Manager then the Contractor shall be expected to immediately (within 48 hours unless agreed to otherwise) be mobilized with all required resources on site and be ready to assist the AE Plant Manager, or designee, as requested.

c) The Contractor shall comply with the Decker Creek Power Station and Sand Hill Energy Center contractor work requirement documents attached to this RFP as (Attachment A).

d) When services are required Austin Energy will send the Contractor a specific written scope of work

and the Contractor shall provide a quote for the requested services. Any requirements for a Performance Bond or Liquidated Damages for the Project will be identified in the scope of work.

1) Failure to perform the work in the time proscribed in the scope of work could result in Liquidated Damages and other action up to and including termination of the contract and accessing of the Performance Bond (as prescribed in the Section 0400) to complete the work required for the project.

   (i) If the Contractor fails to respond within the time period indicated by AE Project Manager it could result in action up to and including termination of the contract (as proscribed in Section 0400).

e) Work typically will be done on a Time and Materials basis unless the Project Manager requests a Lump Sum quote, in which case payment will be made upon Acceptance of an identified agreed to Deliverable. Time and Material rates shall be based on the rate sheet provided to AE.

f) Work may not begin until a Work Release has been signed in accordance with Section 10 (f) Work Release.

g) ***Typical*** services to be provided by the Contractor in each major area during the term of the contract may include, but are <u>not limited</u> to the following:

1) Assist with work scope development for major maintenance of power plant equipment. Specific Deliverables shall be specified in the project specific SOW.

   (i) "if the Contractor assists AE in the development of a SOW, they will not be allowed to bid on any additional projects that may be competed out from that Scope of Work."

2) Act as technical representative to oversee work and advise Austin Energy during maintenance on major equipment.

3) Assist Austin Energy with evaluating equipment failures and root cause investigations.

4) Assist Austin Energy evaluating equipment upgrade options.

5) Assist Austin Energy with the development of repair work scope for combustion turbine hardware and assist with monitoring compliance with repair specifications

6) Assist Austin Energy with development of long term maintenance contracts.

7) Assist Austin Energy with developing both short term and long term maintenance and inspection strategies.

8) Assist Austin Energy with evaluating predictive and preventive maintenance strategies.

9) Perform equipment and unit efficiency assessments and recommend improvements.

10) Assist with the development of purchase specifications for equipment and parts to support both plant maintenance and upgrades.

11) Assist Austin Energy with technical advice during the installation of upgraded equipment and systems.

12) Assist with the development of operational and maintenance procedures for new and existing plant equipment.

13) Assist Austin Energy with evaluation of vibration data on major rotating equipment.

5. **CONTRACTOR PERSONNEL REQUIREMENTS**

a) Contractor shall have available experienced and qualified technical staff to provide and support all tasks/requirements detailed in this contract Scope of Work and subsequent scopes of work created from this contract.

6. **CONTRACTOR'S TOOLS & EQUIPMENT**

a) The Contractor shall be responsible for storage and maintenance of its tools and equipment while at the plant site.

1) AE is not responsible for lost or damaged tools or equipment shipped to or from its sites.

7. **REPORTS**

a) Weekly Progress Reports

1) Contractor may be required to submit weekly progress reports in electronic format depending on the scope of the project. If reports are required they shall include inspection/observations and work performed during the week. AE sign-off is required before leaving the site at the job completion. When required by the Project Scope of Work, Contractor shall submit a report to the AE Project Manager no later than 3:00 p.m. on Fridays.

b) Final Report

2) Before final payment a final report may be required depending on the scope of the individual project. When required in the Project Scope of Work, 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; and a complete summary of work performed. Reports shall be either hard-copy or electronic format, and submitted in duplicate as requested by AE.

8. **AUSTIN ENERGY RESPONSIBILITIES**

a) Austin Energy shall provide:

1) Electrical service at standard voltages.

2) At AE's discretion, AE may provide a space suitable for Contractor's office trailer and outdoor tool storage facility or trailer.

3) AE will provide information and drawings in its possession

4) Provide an AE Project Manager, Contract Administrator, or designated plant contact for each job who will serve as the Contractor's primary contact throughout the execution of the Work.

5) Provide an AE Project Manager or designated plant contact at each plant in which work scheduling and planning can be coordinated. For some jobs, the AE Project Manager may also serve as the designated plant contact.

6) Provide local vehicle parking and access to the work areas. If suitable parking cannot be furnished by AE at the plant, the Contractor shall make arrangements for off-site parking and transportation to/from the work site.

7) Coordinate AE programs with Contractor's own Lock-out / Tag-out, Hot Work, and Confined Space entry programs.

8) AE reserves the right to enter into separate agreements with other Contractors for the performance of any and all service without regard to the quantities of work performed under this proposed contract.

9. ACCEPTANCE OF WORK

a) Any and all work or parts supplied by the Contractor shall be considered complete and acceptable only after the AE Project Manager has accepted the deliverables in writing.

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.

10. PAYMENT AND COMPENSATION

a) 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.

b) Time-and-material

1) The labor rate sheets submitted by proposers selected for this contract shall be used for time and material projects.

c) Payments

1) If the work required takes over 30 days and AE has authorized progress payments then Contractor shall propose, before beginning the work, a payment schedule that lists specific milestones for the job and the cost value for each milestone. Work associated with each milestone must be completed and accepted by AE prior to invoicing for payment. The payment schedule must be accepted by the AE Project Manager before Contractor begins work.

d) Authorized Expenses may include:

1) Travel expenses as set forth in Section 0300, Paragraph 14 and Section 0705, Pricing Cost Sheet.

2) Potable water and restroom facilities for Contractor's work crews and Subcontractors.

e) Lump Sum Work

1) 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.

f) Work and Work Releases

1) The Work shall mean all tasks and services associated with a job in which the Contractor is directed to perform with Contractor's 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:

(i) 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.

(ii) A lump sum quote back to AE from the Contractor and/or Subcontractor with a defined and agreed-upon Work scope, schedule, and cost for the job.

(iii) Written authorization to proceed signed by the AE Project Manager.

(iv) Written acceptance of the order by the Contractor.

2) 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.

3) 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. Change Orders will be submitted in accordance with the Section 0400 (14) Standard for Change Orders Change Order Process.

4) 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 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
AUSTIN ENERGY POWER PLANT FIELD SERVICE SUPPORT AGREEMENT
REQUEST FOR PROPOSAL (RFP)
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFP NST0412

1. **PROPOSAL FORMAT**

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

A. **Business Organization**: State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.

B. **Authorized Negotiator**: Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

C. **Cost Proposal**:

i. Complete Section 0705, Cost Proposal Sheet.

ii. Provide company rate sheet that shows labor rates, and any other applicable charges.

E. **Technical Solution & Program**: Define in detail your understanding of the requirements presented in the Scope of Work (Section 0500) of this Request for Proposal and your technical solution. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal. In addition:

i. What is your methodology for selecting and assigning technical personnel to support projects in a power plant or other industrial facility?

ii. Describe in detail how you would provide technical support for a 7FA major inspection? What information would you require from Austin Energy? What are the major tasks you would expect to perform? What resources would you expect to provide?

iii. Describe in detail how you would provide technical support to trouble shoot high vibration on an industrial steam turbine? What information would you require from Austin Energy? What are the major tasks you would expect to perform? What resources would you expect to provide.

iv. Describe in detail how you would provide technical support to trouble shoot Flow Accelerated Corrosion (FAC) in a combined cycle Heat Recovery Steam Generator (HRSG)? What information would you require from Austin Energy? What are the major tasks you would expect to perform? What resources would you expect to provide?

v. Describe in detail how you would assist Austin Energy to develop a scope of work for a long term maintenance agreement for a 7FA. What information would you require from Austin Energy? What are the major tasks you would expect to perform? What resources would you expect to provide?

vi. Describe in detail how you would assist Austin Energy review aeroderivative gas turbine hot section maintenance. What information would you require from Austin Energy? What are the major tasks you would expect to perform? What resources would you expect to provide?

vii. Describe any certifications your company has which would enable you to provide the services Austin Energy is requesting in the Scope of Work (i.e. ISO-9001)?

viii. Describe in detail what facilities/personnel you have immediately available in the Austin area to handle emergency requests.

F. **Experience & Qualifications**: Demonstrate that your company can provide the services requested in this RFP. Describe only corporate experience related to performing the services specified in this solicitation. This solicitation requires that Proposers have a minimum of 10 years of experience providing technical guidance to the power industry. The submittals herein must support minimum experience. At a minimum, specifically provide:

i. List of customers to whom similar services have been provided, including company name, contact information, description of the services provided, date of work performed and contract value.

ii. Resumes of Technical resources that the Vendor will have available to support this contract.

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

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. 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.

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. 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. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of work as reflected in the Offeror's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. Specify if and by which definition the Offeror or Subcontractor(s) have a local business presence.

B. **Proposal Acceptance Period**: All proposals are valid for a period of one hundred and twenty (120) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.

C. **Proprietary Information**: All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

D. **Proposal Preparation Costs**: All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.

3. EVALUATION FACTORS AND AWARD

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

B. **Evaluation Factors**:

i. 100 points.

a. Technical Solution & Program (reference 1E) – 35 points

b. Experience & Qualifications (reference 1F) – 30 points

c. Total Evaluated Cost (reference 1C) – 25 points

d. Local Business Presence (reference 2A) – 10 points

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

ii. Interviews (Optional). The City will score proposals based on items "a" through "d" above. The City may select a "short list" of Proposers based on those scores. Short-listed Proposers may be invited for interviews and/or demonstrations with the City. The City reserves the right to rescore short-listed proposals as a result of the interviews and to make an award recommendation on that basis. The City reserves the right to negotiate the actual contract scope of work and cost after submission. – 25 points

CITY OF AUSTIN
PURCHASING OFFICE
AUSTIN ENERGY POWER PLANT FIELD SERVICE SUPPORT AGREEMENT
REQUEST FOR PROPOSAL (RFP)
PROPOSAL COST SHEET
SOLICITATION NUMBER: RFP NST0412

GENERAL INSTRUCTIONS FOR FILLING OUT PRICE SHEET

Proposer shall fill out the Pricing Data Sheet below and return it with their proposal.

PRICING DATA SHEET

1. CONTRACTOR LABOR TIME and MATERIAL RATES

The T&M rate sheet provided by the Proposer shall be based on the services requested in this proposal and shall include a full range of the skills required to accomplish the work scope from project management to administrative support. At a minimum, please provide job title, job description, minimum qualifications for the position, and hourly rate.

2. CONTRACTOR MARKUP FOR MATERIALS, SUPPLIES, SERVICES AND PARTS

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

_____

Company Name

Sand Hill Energy Center
Contractor Work Requirements

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SHEC CONTACTS

NAME	TITLE	PHONE
Lee Lewis	Plant Manager	512-972-9409
John Lalande	Plant Operations Superintendent	512-972-9456
Tim Youts	Plant Maintenance Superintendent	512-505-3720
Craig Smith	Plant Engineer	512-322-6477
Jake Spelman	Plant Environmental Health & Safety Coordinator	512-972-9450
Cheryl Martinets	Plant Administrative Assistant	512-972-9401
Daryl Fisher	Plant Stores Specialist	512-505-7595
Sam Garcia	AE Corporate Safety Specialist	512-482-5374
Plant Control Room (Staffed 24-7-365)		512-972-9451

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 the Administration Building
  2) A temporary smoking area may be designated on a case-by-case basis for extended projects, pending approval of Plant Management.

  Smoking areas shall be kept clean at all times.
- There will be **NO** spitting on floors, in drains, in sinks, through gratings, or in trash cans.
- 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.

EMERGENCIES

In the event that an emergency situation arises, the SHEC control room should be contacted **immediately**. Any calls that have been made directly to Police, Fire Department, EMS, etc. shall be reported to the control room for coordination with Plant Security.

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 west of Unit 4, near the south end of the switchyard. Do not leave the assembly areas until an "all clear" has been given and all employees have been accounted for.

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 70E, National Electric Code 2012
- Environmental Protection Agency (EPA)
- Texas Commission on Environmental Quality (TCEQ)
- Texas Department of Health (TDH)

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.
- If ***ANY*** work introduces a potential Arc Flash hazard, the Contractor must contact the AE project manager so that an Energized Electrical Work Permit can be completed, identifying Arc Rated PPE per the NFPA 70e (2012) Standard for Electrical Safety in the Workplace.

Specific Safety Rules

The Contractor shall at all times adhere to Plant Safety rules for Lock-Out/Tag-Out (LOTO), confined space entry (CSE), and electrical safety work practices. Some of the site safety rules *exceed those required by OSHA*, and the Contractor may 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 (e.g., fall protection, respiratory protection, arc-flash protection, scaffolding, trenching, etc.)

All equipment worked on will be properly locked out as per plant safety rules. All LOTO clearances shall 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 EHS Coordinator.

ENVIRONMENTAL AND WASTE ISSUES

AE has Environmental staff available by appointment or immediate contact by phone. *If any AE personnel observe a potential 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 cease 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:

Spills and Stains

- If ***ANY*** amount of oil or other chemical is spilled onsite, the Contractor must notify the EHS Coordinator or Shift Supervisor immediately. Stop work for large spills, or any spills near drains.
- The Contractor is responsible for cleaning up and containing any spills and/or stains related to contractor activities, including leaky hydraulic equipment or vehicle engines, oil/fuel spills, paint/solvent spills, other chemical spills, etc. Do not bring leaky equipment onsite.
- SHEC can provide a limited amount of spill cleanup materials and waste drums. Drums must be labeled immediately. Contact the EHS Coordinator with any questions.

Waste Management

- All waste generated onsite must be managed by the Plant. No waste shall be left in unauthorized storage containers or disposal areas. All unused/new materials shall be taken with the Contractor upon completion of their work unless otherwise approved by 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 EHS Coordinator *prior to the start of the job* without additional cost to AE.
- Waste collection containers shall be properly and clearly labeled to ensure proper hazard notification and segregation of hazardous materials from non-hazardous materials.
- Liquid waste must be kept separate from solid waste (e.g., used oil and oily rags shall be collected in separate drums). "Used Oil" drums and "Oily Rags" drums shall be clearly labeled, and should be stored in metal, 55-gallon drums which are staged on proper containment.
- Small volumes of domestic and non-hazardous trash may be disposed of in the existing, 30-yd Plant Trash roll-off box (located in the NE area of the Laydown Yard) with approval of the Plant EHS Coordinator and/or the Project Manager. SHEC may provide labeled trash drums, but as soon as they are full the Contractor is responsible for emptying the **contents of the drums** in the Plant Trash roll-off. Drums must be kept for re-use.
- Contractors **may not** take any waste offsite. Certain exceptions *may* apply (e.g., special recycling), but must be approved by the EHS Coordinator in advance.

Recycling

The Contractor shall participate in plant recycling efforts as much as possible. A map showing all waste and recycling collection locations can be provided at the Plant Contractor Orientation. Specific waste disposal and recycling information can be obtained from the Plant EHS Coordinator.

The Plant has separate containers designated for recycling the following:

- **Cardboard** – Bright green, 8-yd dumpster near road at NE corner of the Laydown Yard.
- **Scrap metal** – Tan, 20-yd roll-off box under shelter structure, north of the Laydown Yard.
- **Raw wood** (unpainted/unstained lumber/pallets/crates, **with no hardware larger than nails**) – Olive green, 40-yd roll-off in the NE area of the Laydown Yard, east of Plant Trash roll-off.

Additionally, spent aerosol cans or spray cans must be collected separately from all other wastes for further processing by the Plant. Do not put spray cans in any other waste containers. Contact the EHS Coordinator with any questions.

Materials Usage Logs

Upon job completion the contractor must complete logs (provided by AE) recording the duration of and the materials used for the following activities:

- **Painting**—application methods, types/volumes of paint, thinner used.
- **Welding**—methods, types/amounts of welding rods used.
- **Torch Cutting**—amount of acetylene used.
- **Blasting**—type/amount of blast media used.
- **Combustion-powered equipment** (e.g., portable work lights, compressors, welding machines, generators, etc.)—types/volumes of fuel used.

Please contact the Plant EHS Coordinator with any questions or concerns regarding existing or potential Environmental and Waste issues.

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

Both 120V and 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
- Temporary 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 EHS Coordinator and/or Plant Management. In general, however, the provision and maintenance of secondary containment for stored products shall be the Contractor's responsibility.

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.

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.

This elevator is for personnel and light hand tools ONLY. There is a strict two-passenger limit that must be followed at all times. Contractors needing to lift or move materials shall provide their own lifting devices and associated equipment (forklift, crane, tugger, straps, cables, etc.).

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 Administrative 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.

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.

ATTACHMENT A

Decker Creek Power Station
Power Supply Market Operations
Contractor Work Requirements

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SITE CONTACT PERSONNEL

Decker Creek Power Station

	Phone
Plant Manager	
TBD	505-7512
Engineer	
Rogelio Zavala, P.E.	505-7319
Maintenance Superintendent	
James Malek	505-7345
Maintenance Supervisor	
James (JC) Cox	505-7327
Instrument, Control, and Electrical Supervisor	
Barry Nelson	505-7307
Operations Superintendent	
Jessie Ratliff	505-7375
Field Safety Specialist	
Chuck Hendry	757-7218
Sam Garcia	944-0645
Site Environmental Coordinator	
Michael Schiller	505-7433
Administrative Office	
Lisa Ramirez	505-7306
Control Room (24 hour staff)	505-7425/7426

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 station rules and regulations, including but not limited, to the following:

- Decker Station's access is via Decker Lane (FM 3177).
- Contractors will be required to sign in with the Security Guard and the main office daily.
- All vehicles weighing in excess of 25,000 pounds **MUST** use the north access gate #3, at the Decker Plant. The Contractor *shall* first contact the Security Guard at the main gate, sign in, and then proceed to the north gate for plant access.
- All site office trailers *shall* be clearly marked and identified with the Contractor's Company name.
- Smoking by personnel within the station and buildings is **NOT** permitted by City Ordinance. **ALL** smoking will be done outdoors and at ground level in ***designated*** smoking areas only. Smoking areas *shall* be kept clean.
- The chewing of tobacco/tobacco products is restricted by station policy. There will be **NO** spitting on floors, in drains, in sinks, on elevators, through gratings, or in trash cans.
- Alcohol, drugs, and firearms are strictly **FORBIDDEN** at all stations.
- Contractors *shall* provide all tools and supplies necessary to successfully complete the contracted job. Contractors *shall* **NOT** borrow COA tools, equipment, or personal protective equipment unless specifically allowed in the work contract or approved by the Plant Maintenance Superintendent or others designated by the Plant Manager. This will include fork trucks, boom trucks, mobile or overhead cranes, etc.
- Decker plant contains lead paint and asbestos insulation. The Contractor *shall* not disturb lead paint or asbestos insulation unless remediation of such material is specifically included in the Contractor's contract. The Contractor *shall* assume all paint is lead and all thermal insulation contains asbestos unless otherwise notified.

SAFETY

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
- N.F.P.A. 70, National Electric Code 1996
- Environmental Protection Agency (EPA)
- Texas Department of Health (TDH)
- Texas Natural Resource Conservation Commission (TNRCC)

Safety Orientation

Every individual *must* attend a City of Austin (COA), station specific safety orientation before they will be allowed to work. This orientation will take 30 to 45 minutes. Arrangements for the orientation can be made by contacting the Administrative Office. This orientation is required of all contractor personnel on an annual basis.

A language interpreter *shall* be supplied by the Contractor, if necessary, for the safety orientation. All contract employees must have a valid social security number or work permit.

Any Contractor's employee injured in the course of his/her work *shall* immediately report the injury to the Station Safety Specialist, Contractor Liaison, or the Maintenance Superintendent. The Contractor *shall* provide a copy of their written accident reports, including his/her written investigation report, to the Site Safety Specialist within 24 hours of the incident.

Specific Safety Rules

The Station Safety Manual covers the rules for lock-out and tag-out, confined spaces and electrical safe work practices. These rules *shall* be adhered to at all times. Some of the site safety rules *exceed those required by OSHA* and the Contractor will need to contact the Maintenance Superintendent or the Field Safety Specialist to find what is expected under the Site 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.)

No contractor locks shall be placed on any plant equipment. All contractor locks will be placed on the lock box maintained in the LOTO Office. Contractors will verify proper isolation of the system to be worked and sign on the LOTO binder in the LOTO Office.

Respiratory Protection

If the Contractor will have employees working in an atmosphere which will require the use of a respirator, then the Contractor *must* provide documentation of training for his employees in a Respiratory Training Program that meets OSHA requirements for such program. The Contractor is responsible for selecting the correct respirator for the atmosphere in which work is to be performed.

If a Self Contained Breathing Apparatus (SCBA) is to be worn., then the Contractor *must* provide documentation of the employees training with this device in addition to his documentation certifying training in a respirator training program meeting OSHA requirements.

Documentation *shall* be provided to the Maintenance Superintendent who will file originals and forward copies to the safety specialist.

Confined Spaces

The Contractor *must* provide documentation of Confined Space Training for their employees who will be entering a confined space. The Contractor *must* have their own OSHA compliant Confined Space Entry Program and *must* provide a copy of this program to the Maintenance Superintendent or Field Safety Specialist prior to beginning work in a confined space. The Contractor will be responsible for their own air monitoring for their employees. The site will provide a Subject Matter Expert (SME) to assist in any hazards evaluations which need to be performed prior to entry into a confined space. Site personnel will reserve the right to periodically monitor atmospheric conditions in the confined space whenever Contract Personnel are working in such a space. Site 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 site personnel.

Documentation *shall* be provided to Maintenance Superintendent who will forward copies to the Field Safety Specialist.

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 Truck Operators, Mobile Crane Operators, Overhead Crane Operators, etc.

Documentation *shall* be provided to the Maintenance Superintendent who will forward it to the Site Safety Specialist

Material Safety Data Sheets

The Contractor *shall* provide MSDS's to the Station Safety and Environmental Officers for all chemical products that are to be brought into the plant, before they are brought on site.

WORK PRACTICES

Work Hours

Contact the Maintenance Superintendent for current normal station working hours. If a Contractor plans to work hours other than the normal hours, the Maintenance Superintendent *must* be notified. This request will be forwarded to the Plant Manager for approval.

Housekeeping

The Contractor *shall* be responsible for daily cleaning of their work areas. All trash will be placed in proper receptacles. All areas swept as necessary, prior to the end of the workday.

Damage to Existing Property

The Contractor *shall* take all precautions in order to protect existing buildings and grounds from injury and damage of whatever nature arising from any of 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.

FACILITIES

Compressed Air

Service air at 90 psig is available on the boiler structures and in the turbine generator building. Contractors needing in excess of 50 SCFM *shall* provide their own compressors.

The Contractor *shall* provide all hoses, connections and safety clips necessary to connect existing service air connections.

Electrical Power

120V/480V power is available upon request. Station electricians will need three (3) 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 Maintenance Superintendent. Station electricians 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.

The Contractor shall provide their own drinking water.

Toilet Facilities and Lunch Room

If the Contractor has five (5) or fewer employees on site at any one time, then the station facilities may be used, so long as they are kept clean. If station staff finds that a Contractor's employee is leaving the facilities unnecessarily dirty, the Contractor will be required to furnish their own facilities, as will any Contractor with six (6) or more employees.

Contractors will not be allowed to use the Station's lunch room or kitchen facilities. Contractors will need to make provisions for their personnel. This will include Sub-Contractors to prime Contractor.

ROADWAYS AND PARKING

Parking space is usually 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 Maintenance Superintendent. 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 Station.

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 Maintenance Superintendent and *shall* be removed at the termination of their usefulness or termination of the job, without cost to the COA.

Outdoor space for storage of materials (laydown area) will be available to the Contractor in location, as may be agreed upon between Maintenance Superintendent and Contractor. This area will be kept clean and in an orderly fashion. All excess materials *shall* be removed from the site by the Contractor prior to demobilization.

TRASH AND WASTE MATERIAL

Small volumes of non-regulated, non-hazardous trash may be disposed of in the existing trash dumpsters with approval of the Station Environmental Coordinator 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 Station Environmental Coordinator without additional chargers to the COA.

Oily rags *shall* be deposited in designated and approved oil rag drums. Approval *shall* be obtained through the Site Environmental Coordinator.

All used aerosol cans *shall* be punctured at facilities provided by the Station. Once cans are empty, disposal can be approved by the Site Environmental Coordinator at a location designated by the Coordinator.

All unused/new materials *shall* be taken with the Contractor upon completion of their work, unless otherwise approved by Plant Management.

ELEVATORS

There are two (2) elevators available on the boiler structures at the Decker Station. Proper elevator usage shall be followed. The total weight of personnel and material shall not exceed 1200 pounds on any loading. Under **NO** circumstances shall the overhead hatch be lifted to accommodate a load. *This is an emergency exit **ONLY**.*

Contractors needing to move materials onto the boiler structure must schedule through the Maintenance Superintendent. Any lifting devices (crane, tugger, etc.) that are needed will be arranged prior to arrival on site. Elevators are to be used for **personnel and tools only**.

PERSONAL PROTECTIVE EQUIPMENT

Contractor *shall* insure that all employees, as a minimum, wear hard hats, safety toe footwear and safety glasses with side shields or goggles.

- 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.

- Safety toe footwear 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 will wear 100% cotton clothing including long pants appropriate shirts, etc. No shorts will be allowed.

- Contractors are responsible for employees wearing appropriate personal protective equipment and clothing.

- Safety Harnesses

COMMUNICATION

Lines of communication *shall* be maintained at all times. The Contractor *shall* make all requests through the Maintenance Superintendent, who in turn will contact the appropriate station staff person necessary.

ENVIRONMENTAL

The Decker Creek Station has Safety and Environmental Specialists. *If either or both believe there is a safety or 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 Maintenance Superintendent and the contractor foreman can meet to alleviate the hazardous condition(s). Such work stoppage *shall* not relieve the contractor of any contract commitments or be a valid cause for a change order.

Storage and disposal of all wastes generated by the Contractor shall be coordinated with the Station 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.

The Contractor *shall* participate in station recycling efforts as much as possible. Storage containers will be made available upon request. Waste disposal guidelines for both plants will be provided at the site Safety Orientation.

Oil and chemical spills of one (1) gallon or more or any amount that enters floor drain *shall* cause work to cease and proper cleanup to commence immediately. The Environmental Coordinator *shall* be informed immediately. The contractor is responsible for cleaning up all spills resulting from the contractor's work. The cost if such spill cleanup is also the contractor's responsibility.

Fire retardant blankets *shall* be utilized to capture grinding, cutting, and welding residue so that it can be disposed of in a proper waste container.

MAIL, MESSAGES AND TELEPHONES

Each station 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 the mail tray designated for the Contractor. If the Contractor requires phone/fax services other than this or will be on site for more than 30 days, they *shall* provide for their own service. There is a limited supply of phone/fax lines available on site. Arrangements for use of these lines should be made through the Maintenance Superintendent.

All calls for fire, EMS, etc. *shall* be reported to the Site Staff for coordination.

CONTRACTOR INFORMATION

Contractors and their Sub-Contractors *shall* complete and submit the attached "Contractor Data Sheet" to the Safety Office before beginning work. A revised data sheet *shall* be provided to the safety officer if and when any of the information changes.

Schedule

The Contractor *shall* submit a proposed work schedule to the Maintenance Superintendent who will then get approval from the appropriate Station Staff. Schedules with duration's 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 data and projected dates for all tasks concerned in the project. Updated schedules *shall* be made and submitted to Maintenance Superintendent as necessary.

CONTRACTOR DATA SHEETS

CONTRACTOR DATA SHEET (PAGE 1 OF 2)

Contractor/Company Name: _____

Contract Name: _____

Scope of Work/Work Areas: (Check All That Apply)

____ Boiler Internal

____ Boiler External

____ Main Turbine

____ Mechanical

____ Electrical

____ Instrumentation

____ Cutting/Welding

____ Mobile Crane

____ Plant Cranes

____ Scaffolding

____ Insulation

____ Piping

____ Water Lab/Demineralizer

____ Other (Describe)

____ Shipping/Receiving (by COA)

____ Insulation Removal (Existing)

____ Gas Turbine Site

____ Photovoltaic Site

____ Plant General

____ Operational Testing/Unit on Line

____ NDE/Type _____

____ X-ray

____ Painting

____ Paint Removal (Lead)

____ Fuel Oil Storage Tanks

____ Asbestos Abatement

_____

_____

_____

Brief Description of Work:

_____

_____

_____

_____

CONTRACTOR DATA SHEET (PAGE 2 OF 2)

Expected Start Date: _____

Expected Completion Date: _____

Work Hours and Days: _____

Contractor Superintendent/Manager Information:

A). Name _____

B). Daytime Phone Number _____

C). After Hours Phone Number _____

D). Pager Number _____

E). Alternative Contact Names and Phone Numbers:

_____

_____

F). Name of Contractor's Safety Officer and Phone Number:

_____ Phone number (Day) _____

Subcontractor Names:

1. _____

2. _____

3. _____

4. _____

Name of COA Construction Manager: _____

Phone Number: _____ Pager Number: _____