City of Austin Purchasing Office
Kramer Service Center
2526 Kramer Lane, Bldg E
Austin, TX 78758

REQUEST FOR QUOTATION (RFQ):
DNJ0603 Bus

QUOTE DUE DATE & TIME: November 7, 2012 10:30 a.m.

For further information contact: Darralyn N. Johnson 512.505.7293

INSTRUCTIONS TO BIDDERS

Quotes are solicited for furnishing the merchandise, supplies, services and/or equipment set forth. Completed Quote must be received in the Purchasing Office for Austin Energy, prior to the stated date and time above. Quotes must be emailed to Darralyn.Johnson@austinenergy.com, addressed to the attention of Darralyn N. Johnson City of Austin, Purchasing Office and have the RFQ number and closing date clearly marked on the cover page. Late quotes will not be considered for award unless bidders are notified otherwise. Quotes may be withdrawn at any time prior to the official opening by written notification. Quotes may not be altered, amended or withdrawn after the official closing.

City of Austin Standard Terms and Conditions Shall Apply

The Standard Purchase Definitions (Section 0100), Solicitation Instructions (Section 0200), and Purchase Terms and Conditions (Section 0300) are hereby incorporated by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these documents are available, upon request, in the City of Austin Purchasing Office124 W.8th Rm 308, Austin, TX 78701, (512) 974-2500 and on the Internet at web site http://www.austintexas.gov/department/standard-bid-documents.

The City is exempt from Federal Excise and State Sales Tax; therefore, taxes must not be included in the quote price.

The City reserves the right to accept or reject in part or whole any quote submitted, and to waive any technicalities for the best interest of the City.

Your quote must be submitted on form 0600 Quote Sheet. Items quoted must meet or exceed City of Austin Specifications. The City reserves the right to determine and approve "or equal" status.

All quotes shall be submitted on an FOB Destination -Warehouse Dock with all freight charges (pre-paid and allowed) included in the item price.

All offers shall be valid for a period of 30 calendar days unless otherwise noted. The Vendor agrees, if this Offer is accepted within **30** calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer

If you are not a registered City of Austin vendor, please visit http://www.austintexas.gov/purchase click on Purchasing and Vendor Registration. Follow the instruction to register your company.

Quotes (Section 0600 completed) must be accompanied with the following forms as applicable below:

***Offers in excess of $2,000 –submit Equal Employment/Fair Housing Office Non-Discrimination Certification, Section 0800.**

Bids submitted with unit pricing that reflects more than two decimal points shall be deemed non-responsive.

Email Quote Sheet and Applicable Forms to Darralyn.Johnson@austinenergy.com

The following Supplemental Purchasing Provisions apply to this solicitation:

EXPLANATIONS OR CLARIFICATIONS (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing by email or fax to the Purchasing Office at least one (1) business day prior to the quote closing date or the day following the pre-submittal conference to:
Darralyn N. Johnson
512.505.7299 fax
Darralyn.Johnson@austinenergy.com

ALTERNATE BIDS/QUOTES (reference paragraph 7A in Section 0200)

Alternate Bids/Quotes will not be considered.

DELIVERY REQUIREMENTS

Location:
Austin Energy
ATTN: Tracy Breeding
2412 Kramer Lane Bldg D (warehouse)
Austin, TX 78758

Days: M-F 7:00am-3:45pm

A. All orders must be shipped complete unless arrangements for partial shipments are made in advance.

B. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.

C. The Contractor shall confirm the quantity to be shipped on all orders within two (2) hours of notification by phone from the City.

D. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 52 in Section 0300).

E. All quotes shall be submitted on an FOB Destination-warehouse dock with all freight charges (prepaid and allowed) included in the item price.

INVOICES and PAYMENT (reference paragraphs 12 and 13 in Section 0300)

A. Invoices shall contain a non-duplicated unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Invoices received without all required information cannot be processed and will be returned to the vendor for proper correction and completion.

Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Energy
Attn:	INVENTORY ACCOUNTING
Address	PO BOX 3546

City, State Zip Code	Austin, TX 78764

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.

C. Bids submitted with unit pricing that reflects more than two decimal points shall be deemed non-responsive.

MATERIALS SPECIFICATIONS/DESCRIPTIVE LITERATURE

A. If a solicitation refers to a Qualified Products List (QPL), Standard Products List (SPL) or a manufacturer's name and product, any Offeror offering products not referenced in the solicitation must submit as part of their Offer materials specifications/descriptive literature for the non-referenced product. Materials specifications/descriptive literature must be identified to show the item(s) in the Offer to which it applies.

B. Materials specifications/descriptive literature are defined as product manufacturer's catalog pages, "cut sheets" applicable tests results, or related detailed documents that specify material construction, performance parameters, and any industrial standards that are applicable such as ANSI, ASTM, ASME, SAE, NFPA, NBS, EIA, ESL, and NSA. The submitted materials specifications/descriptive literature must include the manufacturer's name and product number of the product being offered.

C. The failure of the materials specifications/descriptive literature to show that the product offered conforms to the requirements of the Solicitation shall result in rejection of the Offer.

D. Failure to submit the materials specifications/descriptive literature as part of the Offer may subject the Offer to disqualification from consideration for award.

SAMPLES – QUALIFIED PRODUCTS LIST (QPL) and/or STANDARD PRODUCTS LIST (SPL)

A. The Offeror shall submit a sample of all proposed "equal" non-QPL and/or non-SPL products included in the Offer. The City reserves the right to test any "equal" non-QPL and/or non-SPL product that is offered prior to determination of award. If the amount of time required for testing exceeds ten (10) calendar days from the date of receipt of the sample, the City may award to Offerors with pretested products. The product will still be tested and if it meets specifications, will be added to the QPL and or SPL for future Solicitations.

B. Contact Darralyn.Johnson@austinenergy.com to discuss review of samples.

C. Products that are not pretested must be available within forty-eight (48) hours after Solicitation Due Date at no charge to the City for testing and evaluation.

D. All products (except brand-name) provided to the City under this Solicitation will be evaluated or tested and must meet all requirements of the specification, regardless of whether or not all requirements are to be evaluated or tested.

E. Samples will be provided at no cost to the City, will be retained by the City, and may be used in assuring compliance with materials specifications after award. Failure to supply samples when requested shall subject the Offer to disqualification from consideration for award.

HAZARDOUS MATERIALS

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

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

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

RECYCLED PRODUCTS

A. The City prefers that Offerors offer products that contain recycled materials. When a recycled product is offered by the Offeror, the Offeror must state in their Offer the percentage of the product that is recycled and must include a list of the recycled materials that are contained in the product.

B. The recycled content of paper products offered to the City shall be in accordance with the Federal Environmental Protection Agency's Recycled Product Procurement Guidelines. These guidelines are available at **http://www.epa.gov/cpg/** **.**

C. Contract award for paper products will be made for recycled products unless the cost is more than 10% above the lowest price for non-recycled paper products as required in the City's Comprehensive Recycling Resolution.

QUANTITIES

The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

CONTRACT MANAGER

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

Tracy Breeding

Austin Energy

2412 Kramer Lane Bldg D

Austin, TX

Insurance Requirements

These insurance requirements apply if Vendor is entering City premises to deliver goods or services under the contract. Vendor and subcontractors shall complete and forward a certificate of insurance indicating the following coverage's and amounts prior to entering City premises.

Workers' Compensation and Employers' Liability coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Section 401) and minimum policy limits for Employers' Liability of $100,000 bodily injury per accident $500,000 bodily injury by disease policy limit and $100,000 bodily injury by disease each employee.

The following endorsements shall be added in favor of the City of Austin

- Waiver of Subrogation, WC 420304
- Thirty (30) Day Notice of Cancellation, WC 420601

Commercial General Liability Insurance with a minimum bodily injury and property damage per occurrence limit of $500,000 for coverage's A & B. The policy shall contain the following provisions:

(a) Blanket contractual liability coverage

(b) Completed Operations/Products Liability for the duration of the Warranty period.

(c) Independent Contractors coverage

(d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and Underground Coverage (X,C,U)

The following endorsements shall be added in favor of the City of Austin:

- Additional Insured Endorsement, CG 2010.
- Thirty (30) Day Notice of Cancellation, CG 0205
- Waiver of Transfer Right of Recovery Against Others, CG 2404

Business Automobile Liability Insurance. Vendor 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.

The following endorsements shall be added in favor of the City of Austin:

- Waiver of Subrogation, Endorsement TE 2046A
- Thirty (30) days Notice of Cancellation, Endorsement TE 0202A
- The City of Austin listed as an additional insured, Endorsement TE 9901B

Approval of insurance by the City shall not relieve or decrease the liability of the Vendor hereunder. The insurance coverage's required under this contract are required minimums and are not intended to limit the responsibility or liability of the Vendor.

All endorsements naming the City of Austin such as additional insured, waivers, and notices of cancellation endorsements as well as the attached certificate shall indicate: ***City of Austin, ATTN: Darralyn Johnson Austin Energy 2526 Kramer Lane bldg. E, Austin, Texas 78758 along with the purchase order or contract number or a statement that authorizes the certificate to cover all contracts with the City of Austin.***

The Vendor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the certificate of insurance attached.

City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION
SOLICITATION NO. DNJ0603

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

(B) (1) Not to engage in any discriminatory employment practice defined in this chapter.

(2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.

(3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.

(4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.

(5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.

(6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.

(7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of $2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or

harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:
Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:
The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this _____ day of _____, _____

CONTRACTOR _____

Authorized Signature _____

Title _____

REQUEST FOR QUOTATION—THIS IS NOT AN ORDER
QUOTE SHEET
RFQ No.: DNJ0603 *(This number must appear on All correspondence)*
DESCRIPTION: Bus
Quote Due Date and Time: **November 7, 2012 10:30 am**
Submit Responses(quote sheet and other applicable forms) via email to: Darralyn.Johnson@austinenergy.com

Awarded vendor may be required to provide a Certificate of Insurance-see attached guidelines.

SPECIAL INSTRUCTIONS: CONTRACT AWARD WILL BE BASED ON THE LOWEST, MOST RESPONSIVE BIDDER	QUANTITY	UNIT	YOU MUST PROVIDE UNIT PRICE These columns to be filled in by firm quoting: MANUFACTURER AND PN	UNIT PRICE	EXTENDED PRICE
Bus, 4 inch, tubular, aluminum, seamless, schedule 40 IPS, 6063-T6 aluminum alloy, per ASTM B 241, ANSI H 38.7, 53% IACS conductivity. This bus will be used in an Electric Utility Substation and must be capable of accepting 24 inch radius 90 degree bends. Bus shall be supplied in 39 foot lengths. *On Qualified Products List:* EL-157 **Approved Manufacturers:** AFL GLOBAL; ALCAN CABLE; ALCOACONDUCT; ALUMAX INC; BICC GENERAL; MAY ALUMINUM; SAPA INDUSTRIAL EXTRUSIONS; WILLIAMS METALS	1171	EA		$	$

Bids submitted with unit pricing reflecting more than two decimal points shall be deemed non-responsive.

Guaranteed Delivery ARO (Calendar Days)_____

Indicate Delivery/Transportation Method:____Common Carrier or _____Contractor Employees

Invoiced Unit of Measure, Shall MATCH the Unit of Measure listed on Quote Sheet.

Ship to: City of Austin Energy
Austin Energy
2412 Kramer Lane Bldg. D
Austin, Texas 78758

Bill to: City of Austin-Austin Energy
Payments Section
PO Box 3546
Austin, Texas 78764

SIGNATURE:_____ PRINT NAME & TITLE: _____

COMPANY NAME:_____ COMPANY EMAIL:_____

ADDRESS:_____ CITY, STATE ZIP:_____

PHONE: (___)_____FAX (___)_____ FEDERAL TAX ID NUMBER: _____