



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

REQUEST FOR QUOTATION (RFQ):
DNJ0768 Arm, static

QUOTE DUE DATE & TIME: May 14, 2014 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 Quotes may be withdrawn at any time prior to the official opening by written notification. Quotes may not be altered, amended or withdrawn after the official closing.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 Office 124 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/department/purchasing> click on Purchasing and Vendor Registration. Follow the instruction to register your company.

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 no later than 10:30am CST 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:	Days: M-F 7:00am-3:45pm
Austin Energy	
ATTN: Tracy Breeding	
2412 Kramer Lane Bldg D (warehouse)	
Austin, TX 78758	

- 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
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- 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.

**REQUEST FOR QUOTATION—THIS IS NOT AN ORDER
QUOTE SHEET**

RFQ No.: DNJ0768 *(This number must appear on All correspondence)*

DESCRIPTION: Arm, Static

Quote Due Date and Time: May 14, 2014 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.

YOU MUST PROVIDE UNIT PRICE
These columns to be filled in by firm quoting

SPECIAL INSTRUCTIONS: CONTRACT AWARD WILL BE BASED ON THE LOWEST, MOST RESPONSIVE BIDDER	QUANTITY	UNIT	MANUFACTURER AND PN	UNIT PRICE	EXTENDED PRICE
ARM, STATIC, COR-TEN WEATHERING STEEL, 4 FT. <i>On Qualified Products List: EL-14253</i> Approved Manufacturers: HUGHES BROS C4484-CDE2-48W	10	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: _____