



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

REQUEST FOR QUOTATION (RFQ):
DNJ0803REBID Drapes

QUOTE DUE DATE & TIME: May 5, 2015 10:30 a.m.

Please return all quotation responses to Annie Atwood at Annie.Atwood@austinenergy.com

For further information contact: [Annie Atwood 512.322.6472](tel:512.322.6472)

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 Annie.Atwood@austinenergy.com, addressed to the attention of Annie Atwood 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 Quotes may be withdrawn at any time prior to the official opening by written notification. Quotes may not be altered, amended or withdrawn after the official closing.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/departments/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/departments/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 Annie.Atwood@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.

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.

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- (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.

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.

DELIVERY REQUIREMENTS

Location:	Days: M-F 7:00am-3:45pm
Austin Energy	
ATTN: Melody Connell	
5010 Old Manor Rd	
Austin, TX 78723	

- 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. **A final inspection shall be conducted by authorized AE staff member(s) before a release from work is obtained and an invoice is accepted.**
- B. 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 Email Quote Sheet and Applicable Forms to Annie.Atwood@austinenergy.com

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:	PAYMENTS SECTION
Address	PO BOX 3546
City, State Zip Code	Austin, TX 78764

- C. 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.

WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):

- A. Access to the Austin Energy Department building by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City. Security badges will be issued by the Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to the Austin Energy building at least thirty (30) days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's submittal.
- B. 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) days of the receipt of notification of denial.
- C. Contractor personnel will be required to check in at the security desk when entering or leaving the Austin Energy building and security badges must be on display at all times when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.
- D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.
- E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

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

Email Quote Sheet and Applicable Forms to Annie.Atwood@austinenergy.com

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:

Melody Connell

Austin Energy

5010 Old Manor Rd

Austin, TX

Please be aware that the Standard Operating Procedures of CTECC are applicable to this solicitation.



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.

Email Quote Sheet and Applicable Forms to Annie.Atwood@austinenergy.com

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

RFQ No.: DNJ0803REBID *(This number must appear on All correspondence)*

DESCRIPTION: Drapes

Quote Due Date and Time: May 5, 2013 10:30 am

Submit Responses(quote sheet and other applicable forms) via email to: Annie.Atwood@austinenergy.com

Awarded vendor SHALL 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

<p align="center">SPECIAL INSTRUCTIONS: CONTRACT AWARD WILL BE BASED ON THE LOWEST, MOST RESPONSIVE BIDDER NON-MANDATORY SITE VISIT 8:30 AM MAY 5, 2015</p>	QUANTITY	UNIT	MANUFACTURER AND PN	UNIT PRICE	EXTENDED PRICE
<p>Install (including labor, materials, and tools) retractable drapes on both sides of Video wall.</p> <ul style="list-style-type: none"> • Drapes shall be outer draw • Drapes shall be ripple fold • Drapes shall be operated manually • Drapes shall be weighted to reduce ambient movement • Drapes shall be dark in color (black or grey only) • Drapes are only needed on the sides of the video screens. • Drape fabric is to be fire retardant • AE supplied measurements: longer side 13’ tall x 21’ wide; shorter side 13” tall x 8” wide (a tolerance of +/- 6” is allowed for the measurements for the final invoice.) • A NON-MANDATORY SITE VISIT WILL OCCUR AT 8:30 am ON MAY 5, 2015 TO ALLOW POTENTIAL BIDDERS THE OPPORTUNITY TO SEE THE WORKSPACE AND TAKE MEASUREMENTS. <i>Please be advised that the accuracy of the measurements shall be the sole responsibility of the contractor and pricing submitted on the bid sheet by the contractor is firm.</i> • Scaffolding is required for installation (please be aware that plywood will be needed due to the raised floor). • Awarded contractor is responsible for the removal of all debris associated with this job <p>Please also refer to CTECC Standard Operating Procedures which are attached to this solicitation</p>	1	lot		\$	\$

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
5010 Old Manor Rd
Austin, Texas 78723

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: _____