



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

**REQUEST FOR QUOTATION (RFQ):**  
**DNJ0839 Motor Operating Device**

**QUOTE DUE DATE & TIME: March 31, 2016 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](mailto: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 Quotes may be withdrawn at any time prior to the official opening by written notification. Quotes may not be altered, amended or withdrawn after the official closing.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), Purchase Terms and Conditions (Section 0300), Non-Discrimination Certification (Section 0800), Non-Suspension or Debarment Certification (0805) 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.8<sup>th</sup> 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](mailto: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 PPurchasing Office no later than 10:30am CST one (1) business day prior to the quote closing date or the day following the pre-bid conference to:

Darralyn N. Johnson  
512.505.7299 fax  
[Darralyn.Johnson@austinenergy.com](mailto:Darralyn.Johnson@austinenergy.com)

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

Alternate Bids/Quotes will not be considered.

**QUANTITIES**

See Bid Sheet. The quantities listed in the bid sheet are estimates for the duration of the contract. The City reserves the right to purchase more or less than these quantities as required during the duration of the contract. The quantity needed for each order will be specified on that order. Unless specified in the solicitation, there are no minimum order quantities or minimum contract quantities.

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

**INVOICES**

[Reference Article 12 of Section 0300.]

Invoices shall be mailed to the below address:

	<b>City of Austin</b>
Department	Austin Energy
Attn:	Equipment & Materials Supervisor
Address	2526 Kramer Lane Building "E"
City, State Zip Code	Austin, Texas 78758

**WARRANTY – DELIVERABLES**

[Reference Article 21, paragraph C, of Section 0300.]

Increase the warranty period from the date of acceptance of the deliverables or date of the acceptance of any replacement deliverables from 12 months (1 year) to 60 months (5 years).

### **DELIVERY REQUIREMENTS**

- A. Shipment shall be made F.O.B. destination with full freight allowed and prepaid. The destination shall be: 906 Justin Lane, Austin, TX 78757, unless otherwise stated on purchase order.
- B. All deliveries must be scheduled. Delivery locations are not manned. Unscheduled deliveries can not be accepted.
- C. Deliveries must be scheduled on Monday through Thursday between 8:00 a.m. and 3:00 p.m.
- D. Deliveries shall be scheduled 48 hours prior to delivery with Richard Smith at (512) 505-7278 or [richard.smith@austinenergy.com](mailto:richard.smith@austinenergy.com).
- E. Deliveries shall be confirmed 24 hours prior to delivery with Richard Smith at (512) 505-7278.
- F. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 52 in Section 0300).
- G. The contractor shall be responsible for manufacturing and shipping the unit such that it will withstand, without damage, all forces encountered during truck, water, or rail shipment. When shipping by rail, the contractor shall use special cars designed to provide maximum protection from shock. Rail delivery will not be available directly to sites.
- H. The contractor shall be responsible for packing all parts for shipment so that they will not be damaged and can be stored outside for a reasonable period of time. The contractor shall be responsible for and make good any and all damage due to improper preparation or loading for shipment.
- I. Delivery locations do not have loading docks. Unloading will be done with either a crane or an outdoor forklift. Unloading instructions shall be very clearly posted on the equipment. They must also be provided to Austin Energy when the delivery is scheduled.
- J. Whenever possible, equipment shall be delivered complete, fully assembled, and ready to energize.
- K. The contractor shall be responsible for strictly complying with all City of Austin and Austin Energy spill prevention, control, and containment regulations and guidelines. Exceptions will not be allowed.
- L. The contractor shall also be responsible for strictly complying with all OSHA, City of Austin, and Austin Energy safety rules and regulations. The manufacture shall be responsible for ensuring that all subcontractors comply with OSHA, City of Austin, and Austin Energy safety rules and regulations. This includes use of all required safety equipment such as hard hats, safety harnesses, safety eyewear, and steel toe footwear. Exceptions will not be allowed.
- M. The contractor shall provide, with each delivery, a shipping, or Delivery Ticket showing the description of each item, quantity, and unit price.

### **DRAWINGS AND INSTRUCTION MANUALS**

- A. Drawing requirements:

The following drawings shall be provided for each piece of equipment supplied. All information shall be in English and in standard non-metric units of measure. All drawings shall be supplied in a digital format compatible with AutoCAD, release 2008, (.DWG) format.

1. Outline drawings of the equipment.
2. Control and alarm schematics.
3. Nameplate drawings.
4. Wiring diagrams showing all internal control wiring and locations for external connections.

Approval Drawings shall be furnished within four (4) weeks of the purchase order. The manufacturer shall furnish for approval one (1) complete set of digital drawing files. These drawings shall be clearly stamped "FOR APPROVAL ONLY" with the current date shown on the stamp.

Austin Energy requires ten (10) working days after the receipt of approval drawings to review and return the approval drawings to the manufacturer. The manufacturer shall not start actual construction until all issues are resolved.

Certified for Construction Drawings shall be furnished one (1) month prior to the ship date of the equipment. The manufacturer shall furnish one (1) complete set of digital drawing files. These drawings shall be clearly stamped "CERTIFIED FOR CONSTRUCTION" with the current date shown on the stamp.

As-Built Drawings shall be furnished no later than two (2) weeks after the ship date of the equipment. The manufacturer shall furnish one (1) complete set of digital drawing files. These drawings shall be clearly stamped "AS-BUILT" with the current date shown on the stamp.

#### B. Instruction Manual requirements

An instruction manual shall be provided for each piece of equipment supplied. This instruction manual shall include installation, operating, and maintenance books for each component or subassembly of the unit supplied. The particular model supplied shall be clearly noted on documents that apply to more than one type or model. A spare parts list detailing the manufacturer, catalog numbers, price, and ordering information shall also be supplied. A complete set of "AS-BUILT" drawings shall be included in this manual. This material shall be provided in an 8 ½ inch x 11 inch format. All information shall be in English and in standard non-metric units of measure.

One (1) paper instruction manual printed on 8 ½ inch x 11 inch paper and in weatherproof packaging shall be supplied **with each unit shipped**. This manual shall be for field use and shipped inside for the unit control box.

The following shall be provided no later than two (2) weeks after the ship date of the first unit.

1. One (1) instruction manual in a digital format on a CD **for each different type of equipment supplied on an individual order**.
2. One (1) paper instruction manual printed on 8 ½ inch x 11 inch paper and bound in a heavy duty three ring binder **for each unit shipped**. The manual shall be used for office reference.

#### C. All drawing and instruction manuals, except the ones shipped with the equipment, shall be sent to:

City of Austin – Austin Energy

Equipment & Materials Supervisor  
2526 Kramer Lane Building "E"  
Austin, Texas 78758

**CONTRACT MANAGER**

The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor. All correspondence, after bid award of contract, shall be directed to:

City of Austin - Austin Energy  
Equipment & Materials Supervisor  
2526 Kramer Lane Building. "E"

Austin, Texas 78758

Phone : 512-505-7027      Fax: 512-505-7004



## **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.

### **Section 0835: Non-Resident Bidder Provisions**

Email Quote Sheet and Applicable Forms to [Darralyn.Johnson@austinenergy.com](mailto:Darralyn.Johnson@austinenergy.com)

Company Name \_\_\_\_\_

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes 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: \_\_\_\_\_

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

**RFQ No.: DNJ0839** *(This number must appear on All correspondence)*

**DESCRIPTION: Motor Operating Device**

**Quote Due Date and Time: March 31, 2016 10:30 am**

**Submit Responses**(quote sheet and other applicable forms) **via email to:** [Darralyn.Johnson@austinenergy.com](mailto: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
Motor Operator, Electromechanical, in accordance with Specification E-0690.	1	EA		\$	\$
<b>Recommended Manufacturers or buyer approved equal: SOUTHERN STA VM-1</b>					

**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**

**Ship to:** City of Austin Energy  
ATTN: Richard Smith  
Austin Energy  
906 Justin Lane  
Austin, Texas 78757

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

**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: \_\_\_\_\_