



CITY OF AUSTIN, TEXAS
Purchasing Office
REQUEST FOR QUOTATION (RFQ)
OFFER SHEET

SOLICITATION NO: RFQ 2200 JXP0701

COMMODITY/SERVICE DESCRIPTION: Laboratory Gases

DATE ISSUED: Monday, September 19, 2016

PRE-RESPONSE CONFERENCE TIME AND DATE: N/A

REQUISITION NO.: 16062400545

LOCATION: N/A

COMMODITY CODE: 43042

QUOTE DUE PRIOR TO: Tuesday, September 27, 2016 at
2:00 PM local time

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT THE FOLLOWING:**

Joshua Pace

Buyer II

Phone: (512) 974-3127

E-Mail: Joshua.Pace@austintexas.gov

SUBMIT YOUR QUOTE VIA E-MAIL TO:

E-MAIL: Joshua.Pace@austintexas.gov

The Vendor agrees, if this Offer is accepted within 90 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.

*****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 | 6 |
| 0500 | SCOPE OF WORK | 4 |
| 0600 | QUOTE SHEET – Complete and submit | 2 |
| 0700 | REFERENCE SHEET – Complete and submit | 2 |
| 0800 | NON-DISCRIMINATION CERTIFICATION | * |
| 0805 | NON-SUSPENSION OR DEBARMENT CERTIFICATION | * |
| 0835 | NONRESIDENT BIDDER PROVISIONS – Complete and submit | 1 |
| Attachment A | Chemical Delivery Notice | 1 |

*** 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: _____

*** Completed Bid Sheet, section 0600 must be submitted with this Offer Sheet to be considered for award**

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

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 Joshua.Pace@austintexas.gov by 5:00 PM local time on September 21, 2016.

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

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- (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.

Note: If shipment is made by common carrier, then the requirements for Workers Compensation Employee Liability and Business Automobile Liability Insurance are not required. The Contractor must provide a written statement if a common carrier will be used to deliver parts.

3. **TERM OF CONTRACT:**

- A. The Contract shall be in effect for an initial term of 12 months and may be extended thereafter for up to four additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
- 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 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

4. **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.

5. **DELIVERY REQUIREMENTS:**

Location:

Walnut Creek Laboratory

Attn: Gary Gilmer

7113 E. Martin Luther King Blvd.

Days:

Monday – Friday

7:30 am – 2:00 pm

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

Austin, Texas 78724

Fax: 512-972-1438, Phone: 512-972-1450

Email: Gary.Gilmer@austinwater.com

Location:
Water Quality Laboratory

Attn: Sergio Resendez

14050 Summit Drive, Suite 121

Austin, Texas 78728

Fax: 512-388-1777, Phone: 512-972-1450

Email: Sergio.Resendez@austinwater.com

Days:
Monday – Friday

7:30 am – 2:00 pm

Location:
Hornsby Bend Laboratory

Attn: Trinity O’Neal

2210 South F.M. 973, Admin Bldg.

Austin, Texas 78725

Fax: 512-972-1900, Phone: 512-972-1450

Email: Trinity.ONeal@austinwater.com

Days:
Monday – Friday

7:30 am – 2:00 pm

- A. Delivery is to be made within three (3) business days after the order is placed (either verbally or in writing) unless materials are backordered.
- B. Upon receipt of order, the Contractor shall notify (either verbally or in writing) the City if any materials are backordered. The Contractor shall schedule a delivery date mutually agreed upon by the City and Contractor for backordered materials.
- C. Partial shipments are acceptable.
- D. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
- E. The Contractor shall confirm the quantity to be shipped on all orders within two (2) hours of notification by phone from the City.
- F. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).

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

- A. Invoices shall contain a unique invoice number, the date and location of delivery, an itemized description and prices for delivered items, and the information required in Section 0300, paragraph 12, entitled “Invoices.” Invoices shall include 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 |
|--|----------------|

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

| | |
|----------------------|--|
| Department | Austin Water |
| Attn: | Glenly Iffla |
| Address | 1405 Summit Drive, Suite 121 |
| City, State Zip Code | Austin, TX 78728 |
| Fax/Phone | Fax: 512-388-1777, Phone: 512-972-1414 |

- 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. The Contractor shall submit invoices no more than 3 business days after delivery of goods.
- D. The Contractor shall include completed and signed Chemical Delivery forms with each invoice.

7. 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.

8. PUBLISHED PRICE LISTS:

- A. Offerors may quote using published price lists in the following ways:
 - i. Offerors may quote one or multiple discount amounts from a Published Price List for all offered items to be covered in the Contract. The discounts must remain firm during the life of the Contract.
- B. Two (2) copies of the list upon which the discounts or markups are based shall be submitted with the Offer. All price lists identified in the Offer shall clearly include the Offeror's name and address, the solicitation number, prices, title of the discount and number, and the latest effective date of the price list. If the Offer is based on a discount, the price list must also include the manufacturer's name, the manufacturer's latest effective date, and the manufacturer's price schedule. All price lists submitted become part of the Offer.
- C. The price list may be superseded or replaced during the Contract term only if price revisions are the result of the manufacturer's official price list revision. Written notification from the Contractor of price changes, along with two (2) copies of the revised list must be submitted to the Buyer in the Purchasing Office with the effective date of change to be at least 30 calendar days after written notification. The City reserves the right to refuse any list revision.
- D. The discounts on equipment rental, material, supplies, parts, and contract services shall be fixed throughout the term of the Contract, and are not subject to increase.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- E. Failure to submit written notification of price list revisions will result in the rejection of new prices being invoiced. The City will only pay invoices according to the last approved price list.

9. ECONOMIC PRICE ADJUSTMENT:

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12 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:** Complete table as they may apply.

| | |
|---|--|
| Weight % or \$ of Base Price: 100% | |
| Database Name: Producer Price Index | |
| Series ID: pcu325120325120 | |
| <input checked="" type="checkbox"/> Not Seasonally Adjusted | <input type="checkbox"/> Seasonally Adjusted |
| Geographical Area: United States | |
| Description of Series ID: Industrial gas manufacturing | |
| This Index shall apply to the following items of the Bid Sheet / Cost Proposal: ALL | |

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

E. **Calculation:** Price adjustment will be calculated as follows:

Single Index: Adjust the Base Price by the same factor calculated for the index change.

| |
|---|
| Index at time of calculation |
| Divided by index on solicitation close date |
| Equals Change Factor |
| Multiplied by the Base Rate |
| Equals the Adjusted Price |

F. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.

10. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).

A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.

B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

11. **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:

Lydia Torres

(512) 972-0329

Lydia.Torres@austintexas.gov

Scope of Work

SOLICITATION NO. RFQ 2200 JXP0701

Description: *Laboratory Gases*

1.0 Introduction

This specification establishes the minimum requirements for a supply agreement for the purchase of Laboratory Gases for the City of Austin Water Utility laboratories (AW).

2.0 Applicable Specifications

- 2.1 Gases shall be of purity acceptability for running analytical methods approved by the United States Environmental Protection Agency (EPA). The Contractor shall comply with all applicable federal, state, and local rules and regulations.
- 2.2 All standards and carrier gases shall be accompanied with a Certificate of Analysis. Certificates of Analysis for standards shall show traceability to a NIST standard. If available, the accreditation of the testing laboratory shall be documented on the Certificate of Analysis.
- 2.3 The laboratory gases supplied under this contract shall be suitable for analyses using:
 - 2.3.1 Gas Chromatography
 - 2.3.2 Mercury Analyzer
 - 2.3.3 Inductively Coupled Plasma Atomic Emission Spectroscopy
 - 2.3.4 Inductively Coupled Plasma-Mass Spectrometer
 - 2.3.5 UV and High Temperature Oxidation of Total Organic Carbon Analysis

3.0 Contractor Responsibilities

- 3.1 Contractor shall deliver cylinders at full capacity. Contractor shall ensure that cylinders are pressurized to industry standards and are not over-pressurized.
- 3.2 Contractor's cylinders shall be dedicated to the individual commodity.
- 3.3 Contractor shall ensure cylinders are clean, rust/corrosion free, color-coded, properly labeled, decaled, and exhibit intact identification per applicable regulations.
- 3.4 Contractor shall ship cylinders with protective shipping caps. Caps shall be clean and free of nicks, burrs, or other deformities that would affect shipping or handling of the cylinder. The threaded surface of the cap shall mesh smoothly with cylinder threads and shall fit snugly at the point of full thread travel.
- 3.5 Contractor shall ensure cylinder valves are free of thread deformities, cleaned and sealed at charging completion with a protective brass cap or other protective method. The cap or other protective method shall prevent dust, moisture, or any other contaminant from reaching the valve and regulator mechanism, threads, or sealing surfaces.
- 3.6 Contractor shall provide a Certificate of Analysis pertaining to each lot charged shall be included with each delivery.

- 3.7 Contractor shall deliver within three (3) business days after the order is placed on a date mutually agreed upon by the City and the Contractor. If the Contractor delivers on any day other than the mutually agreed upon delivery date, the City shall not be charged demurrage for any delays encountered in unloading the truck.
- 3.8 Upon receipt of order, the Contractor shall notify (either verbally or in writing) the City if any materials are backordered. The Contractor shall schedule a delivery date mutually agreed upon by the City and Contractor for backordered materials.
- 3.9 Contractor shall deliver to the exact location/area of the lab where needed as directed by the City.
- 3.10 Prior to delivery:
- 3.10.1 Contractor shall ensure that the cylinders are inspected internally and externally for signs of corrosion, rough handling (abuse), foreign materials, and anything that may be detrimental to container safety or gas quality. The City reserves the right to refuse cylinders with signs of corrosion.
- 3.10.2 Contractor shall inspect valves. Contractor shall remove defective valves and replace them with new or completely reconditioned valves.
- 3.10.3 Contractor shall test and check cylinders for leaks and shall equip cylinders with outlet caps and protective covers.
- 3.11 Contractor shall mark each cylinder with an accurate tare weight, indicating the weight of the empty container. Markings shall be easily visible, legible, and be located in the same location on each cylinder.
- 3.12 Contractor shall fax or email the "Chemical Delivery Notice" form (Attachment A) on company letterhead, to the delivery location upon receiving a delivery order and prior to dispatching driver(s) for delivery to the delivery location.
- 3.12.1 City will not accept deliveries unless a "Chemical Delivery Notice" form has been faxed or emailed prior to delivery.
- 3.12.2 Contractor shall be responsible for any costs associated with returning unaccepted deliveries.
- 3.13 Contractor shall comply with the Federal Motor Carrier Safety Regulations and all applicable Federal and State regulations for transporting Hazardous Material.
- 3.14 Contractor shall ensure delivery trucks are equipped to unload the cylinders. The City sites do not have a dock.
- 3.15 Contractor shall be responsible for cleanup of any spill or leak during transportation or on the plant site when spill or leakage is due to defective pumping/unloading of cylinders or negligence of the driver.
- 3.16 Contractor shall be responsible for any and all overtime and call back expenses for unloading trucks.
- 3.17 Contractor shall supply gases with the purity/impurity for the analysis of organic and inorganic compounds specified as follows:

HORNSBY BEND, WATER QUALITY LAB: Air, Ultra Zero Grade

| | |
|----------------------|---------------|
| Product Purity Range | 19.5 to 23.5% |
| Total Hydrocarbons | ≤0.5 PPMV |
| Water Content | ≤3.5 PPMV |

WALNUT CREEK LAB: Argon, Zero Grade

| | |
|--------------------------|-----------|
| Product Purity | ≥99.998% |
| Oxygen (O ₂) | ≤4.0 PPMV |
| Total Hydrocarbon | ≤0.5 PPMV |
| Water content | ≤3.5 PPMV |

WALNUT CREEK LAB: Helium, Chromatographic Grade

| | |
|-----------------------------------|-----------|
| Product Purity | ≥99.9999% |
| Oxygen (O ₂) | ≤0.5 PPBV |
| Total Hydrocarbons | ≤0.1 PPBV |
| Water Content | ≤0.2 PPBV |
| Argon | ≤0.5 PPMV |
| Nitrogen | ≤0.5 PPMV |
| Carbon Monoxide (CO) | ≤0.1 PPMV |
| Carbon Dioxide (CO ₂) | ≤0.1 PPMV |

WALNUT CREEK LAB, HORNSBY BEND LAB: Nitrogen, Ultra High Purity Grade

| | |
|----------------|----------|
| Product Purity | ≥99.998% |
|----------------|----------|

WALNUT CREEK LAB: Liquid Argon, Industrial Grade

| | |
|----------------------------|----------|
| Product Purity: | |
| 230 liter Dewar at 230 psi | ≥99.995% |

HORNSBY BEND LAB: 60/40% Methane/Carbon Dioxide, Certified

Product Purity

60% Methane, 40% Carbon Dioxide

HORNSBY BEND LAB: Hydrogen Sulfide, 40ppm, Certified

HORNSBY BEND LAB: Hydrogen, Ultra High Purity

Product Purity:

≥ 99.999%

4.0 **City Responsibilities**

- 4.1 City Contact Person(s) at each facility will place orders by phone/fax/email, on an “as needed” basis.
- 4.2 City Contact Person(s) will provide a delivery date and quantity when placing the order.
- 4.3 The City will pay for only those cylinders ordered.
- 4.4 The City will calculate the total estimated annual price for cylinder rental fees by multiplying the monthly rental bid price by the monthly onsite cylinder quantity. The product will then be multiplied by 12 months (1 year).

For example, if 4 cylinders require a monthly rental fee, and a bidder’s monthly rental bid price is \$5.00 per month, the City will calculate the annual estimated cylinder rental price as shown below:

| Monthly Rental Bid Price | | Monthly Onsite Cylinder Quantity | | Monthly Dollar Amount | | Number of Months | | Estimated Annual Price |
|--------------------------|---|----------------------------------|---|-----------------------|---|------------------|---|------------------------|
| \$5.00 | X | 4 | = | (\$20.00 | X | 12) | = | \$240.00 |

Section 0700: Reference Sheet

Responding Company Name _____

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1. Company's Name _____

Name and Title of Contact _____

Project Name _____

Present Address _____

City, State, Zip Code _____

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

Email Address _____

2. Company's Name _____

Name and Title of Contact _____

Project Name _____

Present Address _____

City, State, Zip Code _____

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

Email Address _____

3. Company's Name _____

Name and Title of Contact _____

Project Name _____

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 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: _____

Attachment A

AUSTIN WATER UTILITY

*****NOTICE OF CHEMICAL DELIVERY*****

CHEMICAL VENDOR NAME: _____

TRUCKING COMPANY NAME: _____

COMPANY CONTACT PHONE: _____ DATE OF THIS NOTICE: _____

TYPE OF CHEMICAL TO BE DELIVERED: _____

DELIVERY INFORMATION:

DESTINATION: _____ TIME DELIVERY LEFT COMPANY: _____

ESTIMATED ARRIVAL TIME: _____

TRUCK DESCRIPTION:

MAKE: _____ MODEL: _____ COLOR: _____

TRUCK (front) LICENSE PLATE #: _____ TANK SECURITY SEAL #: _____

TRUCK / TANKER #: _____ / _____

DRIVER & COMMERCIAL DRIVER'S LICENSE (CDL) INFORMATION:

DRIVER NAME

DRIVER CDL NUMBER & EXPIRATION DATE

(not necessary at this time)

DRIVER CONTACT PHONE

CDL ENDORSEMENT ON LICENSE? YES NO
Circle One

CDL ENDORSEMENT CODE: H or X or N
Circle One

(This section for AWU use only)

Actual arrival time: _____ Is CDL endorsement code appropriate for this vehicle*? YES NO
Circle One

I have verified the information submitted on this form with actual conditions at delivery:

AWU Staff Signature: _____ Printed Name: _____

*Endorsement letters: N = Required for tanker vehicle

H = Required for transporting hazardous materials that require display of placards on truck/trailer

X = Combines N and H; Required for operating tanker vehicles carrying hazardous materials

This form should be retained and submitted with the related payment materials to AWU Accounts Payable.

NOTE: THIS FORM SHALL BE FAXED TO DELIVERY LOCATION SITE SUPERVISOR WHEN DRIVER HAS BEEN DISPATCHED FOR DELIVERY TO AUSTIN WATER UTILITY DELIVERY SITE. PLEASE CALL (512) 972-0310 WITH ANY QUESTIONS OR CONCERNS REGARDING THIS FORM.