



City of Austin

Purchasing Office

P.O. Box 1088, Austin, TX 78767

May 20, 2019

Specialized Response Solutions, L.P.

Jason Holden

Sr. Project Manager

411 Bolliger Blvd

Fort Worth, TX 76108

jholden@nrcc.com

Dear Mr. Holden:

The Purchasing Department approved the execution of a contract with your company for Inspection, cleaning, and certification of Chlorine storage tanks in accordance with the referenced solicitation.

Responsible Department:	FSD
Department Contact Person:	Andres Ramirez
Department Contact Email Address:	Andres.ramirez@austintexas.gov
Department Contact Telephone:	512-972-0310
Project Name:	Inspection, Cleaning, and Certification of Chlorine Storage Tanks
Contractor Name:	Specialized Response Solutions, L.P.
Contract Number:	MA 2200 NA190000145
Contract Period:	6/29/2019 – 6/28/2021
Dollar Amount	\$120,000
Extension Options:	Three (3)
Requisition Number:	RQM 2200 NA190000145
Solicitation Type & Number:	IFB 2200 PAT1014

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Paul Trimble

Procurement Specialist II

City of Austin

Purchasing Office



CITY OF AUSTIN, TEXAS
Purchasing Office
INVITATION FOR BID (IFB)
OFFER AND ACCEPTANCE SHEET

SOLICITATION NO: IFB 2200 PAT1014

DATE ISSUED: Monday, April 8, 2019

REQUISITION NO.: RQM 2200 19031400382

COMMODITY CODE: 92515

COMMODITY/SERVICE DESCRIPTION: Inspection, Cleaning, and Certification of Chlorine Storage Tanks

BID DUE PRIOR TO: Tuesday, April 30, 2019 at 2:00 P.M. (CDT)

BID OPENING TIME AND DATE: Tuesday, April 30, 2019 at 3:00 P.M. (CDT)

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT THE FOLLOWING AUTHORIZED CONTACT PERSON:

BID DELIVERY LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET, RM 308, AUSTIN, TEXAS 78701

PRIMARY CONTACT

Paul Trimble
Procurement Specialist II
Phone: (512) 974-1714
E-Mail: paul.trimble@austintexas.gov

LIVE BID OPENING ONLINE:

For information on how to attend the Bid Opening online, please select this link:

<http://www.austintexas.gov/department/bid-opening-webinars>

SECONDARY CONTACT

Matthew Duree
Purchasing Manager
Phone: (512) 974-1714
E-Mail: matt.duree@austintexas.gov

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # IFB 2200 PAT1013	Purchasing Office-Response Enclosed for Solicitation # IFB 2200 PAT1013
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

The Vendor agrees, if this Offer is accepted within 120 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.

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY (USB FLASH DRIVE) OF YOUR RESPONSE

*****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 V2	STANDARD SOLICITATION INSTRUCTIONS, UPDATED JUNE 26, 2018	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	6
0500	SCOPE OF WORK	6
0600	BID SHEET – Must be completed and returned with Offer	1
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete & return	2
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION–Complete and return	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810 V2	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION, UPDATED JUNE 26, 2018	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete & return	1
0900	SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM – Complete & return	1
0905	SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN – Complete and return if applicable	3
Attachment A	SHELL THICKNESS MEASUREMENT DIAGRAM	3
Attachment B	AUSTIN WATER UTILITY FACILITY SECURITY PROCEDURE FOR CONTRACTORS	13

*** 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 the * 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 revisions, addenda and documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: Specialized Response Solutions, LLP
Company Address: 411 Bolliger Blvd
City, State, Zip: Fort Worth, Tx 76108
Vendor Registration No. SPE8316792
Printed Name of Officer or Authorized Representative: Jason Holden
Title: SR. Project Manager
Signature of Officer or Authorized Representative: Jason Holden
Date: 4/24/19
Email Address: jholden@nrcc.com
Phone Number: 817-246-3338 office 817-692-6613-Cell

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

ACCEPTANCE:

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. _____.

CITY OF AUSTIN

Awarded this _____ day of _____, 20__

Signature

Printed Name and Title of Authorized Person

Date

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 revisions, addenda and documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: Specialized Response Solutions, LLP
Company Address: 411 Bolliger Blvd
City, State, Zip: Fort Worth, Tx 76108
Vendor Registration No. SPE8316792
Printed Name of Officer or Authorized Representative: Jason Holden
Title: SR. Project Manager
Signature of Officer or Authorized Representative: Jason Holden
Date: 4/24/19
Email Address: jholden@nrcc.com
Phone Number: 817-246-3338-office 817-692-6613-Cell

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

ACCEPTANCE:

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. MA 2200 NA190000145.

CITY OF AUSTIN

Awarded this 20th day of MAY, 2019



Signature

PAUL TRIMBLE

Printed Name and Title of Authorized Person

5/19/19

Date

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. WORKFORCE

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
 - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
 - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS: The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. INVOICES:

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. 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. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

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13. **PAYMENT:**

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. delivery of defective or non-conforming Deliverables by the Contractor;
 - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

14. **TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

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No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. FINAL PAYMENT AND CLOSE-OUT:

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
 - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
 - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. AUDITS and RECORDS:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. Records Retention:
 - i. Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.
 - ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City
 - iii. The Contractor shall retain all Records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.
- C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

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18. SUBCONTRACTORS:

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
 - i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. WARRANTY-PRICE:

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

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20. **WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.
21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.
- A. Recycled Deliverables shall be clearly identified as such.
 - B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
 - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
 - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
 - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be

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required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

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30. DELAYS:

- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. INDEMNITY:

- A. Definitions:
 - i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
 - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
 - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
 - ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.
- B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

32. INSURANCE: (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

- A. General Requirements.
 - i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
 - ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the

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City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. 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 hold over period is exercised, as verification of continuing coverage.

- iii. 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.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the

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Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY**: In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

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39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
41. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
43. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

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48. DISPUTE RESOLUTION:

- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

49. JURISDICTION AND VENUE: The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

50. INVALIDITY: The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

51. HOLIDAYS: The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11

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Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

- A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.
- B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

55. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)**

- A. Definitions. As used in this paragraph –

- i. "Component" means an article, material, or supply incorporated directly into an end product.
- ii. "Cost of components" means -
 - (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
 - (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

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- iii. "Domestic end product" means-
 - (1) An unmanufactured end product mined or produced in the United States; or
 - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
- iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
- v. "Foreign end product" means an end product other than a domestic end product.
- vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

**CITY OF AUSTIN
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SUPPLEMENTAL PURCHASE PROVISIONS
INSPECTION, CLEANING, AND CERTIFICATION OF CHLORINE STORAGE TANKS
SOLICITATION NO.: IFB 2200 PAT1014**

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 the Purchasing Office no later than 1:00 P.M., one (1) week prior to the proposal opening date. Submissions may be made via email to paul.trimble@austintexas.gov, or via fax at (512) 974-2388.

2. **ALTERNATIVE OFFERS:** (reference paragraph 7A in Section 0200)

Alternate Offers will NOT be considered.

3. **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

OR

PURInsuranceCompliance@austintexas.gov

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.

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SUPPLEMENTAL PURCHASE PROVISIONS
INSPECTION, CLEANING, AND CERTIFICATION OF CHLORINE STORAGE TANKS
SOLICITATION NO.: IFB 2200 PAT1014**

- 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
 - (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.
4. **TERM OF CONTRACT:**
- A. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of twenty-four (24) months. The Contract may be extended beyond the initial term for up to three (3) additional twelve (12) month periods at the City's sole option. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.
- B. Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract. Any hold over period will not exceed 120 calendar days unless mutually agreed on by both parties 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 twelve (12) months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

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5. **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.

6. **SERVICE REQUIREMENTS:**

Chlorine Tanks Location:

Days:

City of Austin/Austin Water Utility

Monday – Friday, 7:00 a.m. – 5:00 p.m.

Ullrich Water Treatment Plant

Attn: Kevin Fetterman

1000 Forest View Drive

Austin, Texas 78746

Kevin.Fetterman@austintexas.gov

(512) 972-1801 (office)

(Entry and Departure route is restricted to Red Bud Trail for oversized vehicles)

- A. Contractors must check in at the guard shack upon arrival. The driver must show his driver's license.
- B. Unless approved in advance by the Plant Supervisor or designee, work shall not be performed and deliveries shall not be made on weekends or City-recognized legal holidays (see paragraph 51 in Section 0300).
- C. Deliveries for this contract shall be restricted to the business hours listed and shall be received by Contractor personnel only unless otherwise agreed upon in writing by the Contact Person. The Contact Person shall be notified of deliveries 24 hours prior to a delivery being made.
- D. The Contractor and any subcontractors shall wear the necessary Personal Protective Equipment (PPE) while on City property. PPE required will vary depending on the work being performed, City procedure, and construction activity on site; PPE may include long pants, long-sleeved shirt, work boots with safety toe, safety glasses, reflective vest, hard hat, and any PPE required as is appropriate for the work performed. PPE shall be provided at no additional expense to the City.
7. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.
- B. Invoices shall include, but are not limited to the following:
- a. Contractor's name, on a professionally pre-printed, sequentially numbered form
 - b. Contractor's address and phone number
 - c. City's contract number/purchase order number
 - d. Date of service
 - e. Location of service
 - f. Itemized description of service and pricing
- C. Invoices shall be sent via email within five (5) calendar days after completion of services to: AWAdminUllrich@austintexas.gov.

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- D. 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.

8. HAZARDOUS MATERIALS:

- A. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Safety Data Sheets (SDS), (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 SDS as part of the Offer may subject the Offer to disqualification from consideration for award.
- C. The SDS, instructions and information required in paragraph "A" must be included with each shipment under the contract.

9. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:

- A. On June 14, 2018, the Austin City Council adopted Ordinance No. 20180614-056 replacing Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly had communication restricted in the ordinance section 2-7-104 during the No-Lobbying Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: https://assets.austintexas.gov/purchase/downloads/New_ALO_Ordinance_No_20180614-056.pdf and is also included in the Solicitation, [Section 0200 V2, Solicitation Instructions June 26, 2018](#).

10. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):

- A. Access to the Austin Water Department facility 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 Water Department facility 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 Water Department facility 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.

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- 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.
- F. The Contractor shall comply with the Austin Water Facility Security Procedure for Contractors. (Attachment B)

11. ECONOMIC PRICE ADJUSTMENT:

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first twelve (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 twenty-five percent (25%) 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: Bureau of Labor Statistics / Employment Cost Index (NAICS)	
Series ID: CIU2020000430000A	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Series Title: Wages and salaries for Private industry workers in Installation, Maintenance, and Repair, 12-month percent change	

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Ownership: Private Industry workers
Geographical Area: United States (National)
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All Services

- 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.

12. **WORKING ON OR NEAR ENERGIZED EQUIPMENT – ARC FLASH PROTECTION (reference Section 0300 Paragraph 11. Compliance With Health, Safety, and Environmental Regulations)**: Contractor's employees shall wear at all times the proper personal protective equipment and clothing required for the head, face, torso, arms, hands, and lower body that provides a minimum Arc Thermal Protection Value (ATPV) of 12 calories per square centimeter (cal/cm²) when working on or near energized electrical equipment, or greater, if required by the NFPA Standard 70E and/or Article 410 of the NESC for the work being performed.

13. **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 Rodriguez-Torres, CTCM

Contract Management Specialist III

(512) 972-0329

Lydia.torres@austintexas.gov

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

CITY OF AUSTIN
SCOPE OF WORK
INSPECTION, CLEANING AND CERTIFICATION OF CHLORINE STORAGE TANKS
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1. PURPOSE

The City of Austin (City) seeks to establish a contract with a qualified Contractor to provide inspection, cleaning and certification services for three (3) bulk chlorine storage tanks. The contract will provide for service on one (1) bulk chlorine storage tank per calendar year. The Contractor shall provide all labor, materials, and necessary equipment for the proper execution of each level of inspection, cleaning and certification service detailed in this scope of work.

Any services that have been omitted from this scope of work which are clearly necessary or in conformance with normal bulk chlorine storage tank inspection and cleaning services shall be considered a requirement although not directly specified or called for in the scope of work.

2. BACKGROUND

The Austin Water Utility Department owns and operates three (3), 48-ton, stationary, steel, bulk chlorine storage tanks. Each tank has an internal diameter of 6' 1-1/2" and is 32' in length. The tanks were constructed in 2004 and placed into service in 2006. The tanks have been cleaned, inspected and certified in the past three (3) years.

3. CONTRACTOR REQUIREMENTS

3.1 Contractor Qualifications

The Contractor shall:

- 3.1.1 Have a minimum of seven (7) consecutive and recent years of experience providing bulk storage tank inspection and cleaning services similar in scope to the City's.
 - 3.1.1.1 Submit proof of experience within five (5) business days upon request by the City. Proof of experience may be in the form of resumes, references and/or letters of reference which clearly demonstrate and verifies the Contractor's eligibility. The City reserves the right to ask for and verify proof of experience prior to the completion of the awarding process.
- 3.1.2 Be an active member and provide proof of membership to the Chlorine Institute's Chlorine Response/ CHLOREP mutual aid program for the past five (5) years. [CHLOREP](#)
- 3.1.3 Provide proof of completion/certification for the employees who will perform inspection and cleaning services for the bulk chlorine storage tanks in the classes listed below. Proof should be submitted prior to beginning work each time the Contractor provides services to the City.
 - 3.1.3.1 Completion of OSHA's 40-Hour Hazardous Waste Operations and Emergency Response (HAZWOPER) training class, requirement 29 CRF 1910.120. [HAZWOPER](#)
 - 3.1.3.2 Completion of OSHA's 8-Hour Confined Space Entry Training General Industry training class, requirement 29 CFR 1910.146. [Confined Space](#)

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- 3.1.4 When requested, the Contractor shall provide proof of employee certification to the Contract Manager or authorized City representative within 24 hours. Should any employee's certification expire during the contract term, the Contractor shall not allow that employee to return to work on City property until certification is renewed. The Contractor shall submit any renewed certification to the Contract Manager or Authorized City representative.
- 3.1.5 Have on staff or retain the services of an Inspector certified by the National Board of Boiler and Pressure Vessel Inspectors to conduct the inspections and certify the chlorine tanks, at no additional cost to the City. The Contractor or Inspector shall provide to the Contract Manager or authorized City representative a copy of the Inspector's certification prior to the beginning any inspection services. [NBB](#)
- 3.1.6 Ensure that onsite personnel shall be trained in confined space entry and rescue, chlorine transfer process, and methods for mitigation of incidents involving compressed gasses.
- 3.1.7. The Contractor shall be familiar with and comply with all applicable requirements of the following specifications:
 - 3.1.7.1 The Chlorine Institute Pamphlet 5; Bulk Storage of Liquid Chlorine, Latest Edition.
 - 3.1.7.2 The Chlorine Institute Pamphlet 66; Recommended Practices for Handling Chlorine Tank Cars, Latest Edition.
 - 3.1.7.3 American Society of Mechanical Engineers (ASME); Section VIII – Rules for Construction of Pressure Vessels, Latest Edition.
 - 3.1.7.4 The Contractor shall comply with Occupational Safety and Health Administration (OSHA), federal, state, local laws, guidelines and ordinances.

3.2 Contractor Responsibilities

The Contractor shall:

- 3.2.1 Perform service on bulk chlorine storage tanks to include by not limited to cleaning, inspecting, hydrostatic testing, thickness measurement reporting, drying, pressurizing, and certifying according to the Chlorine Institutes' recommendations and guidelines.
- 3.2.2 Submit a copy of the following documents to the Contract Manager or Authorized City Representative for review and approval prior to beginning work.
 - 3.2.2.1 A comprehensive work plan that clearly shows the work task sequencing plan and task time duration requirements.
 - 3.2.2.2 A job safety plan.
 - 3.2.2.3 A vessel entry procedure developed in accordance with the latest revision of OSHA requirements.
 - 3.2.2.4 Calibration documentation of the ultrasonic thickness testing device.
- 3.2.3 Begin work within twenty (20) business days upon request from the Contract Manager or Authorized City representative.
- 3.2.4 Ensure their employees establish and follow arrival and departure schedules and procedures.

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- 3.2.5 Provide all personnel, tools, equipment, chemicals, materials, and safety equipment that is required to perform the service as defined in this scope of work. This includes safety equipment, such as Self-Contained Breathing Apparatus (SCBA), tripods, harnesses, and gas monitoring equipment.
- 3.2.6 The Contractor shall be responsible for disconnecting piping and flexible connections and immediately plugging or capping system piping and valves.
- 3.2.7 Comply with the Austin Water Facility Security Procedure for Contractors. (Attachment B)
- 3.2.8 Be fully responsible for cleanup of any spillage or leakage and repairing any property damage occurring during transportation and/or on the Plant site due to defective equipment and/or negligence of the Contractor. Cleanups/repairs shall be completed before the Contractor leaves the facility, if possible. If an immediate cleanup/repair is not possible, the Contractor shall then complete the cleanup/repairs within five (5) business days.

3.3 Service Requirements

The Contractor Shall:

- 3.3.1 Use only 100% Teflon tape as a pipe thread sealant on the chlorine piping system.
- 3.3.2 Perform the following tasks during the cleaning, inspection and certification of bulk chlorine storage tanks.
 - 3.3.2.1 Connect a water line to each liquid angle valve, remove the safety relief valve, and install appropriate overflow piping in its place. The overflow line shall discharge to a waste gas absorption process to be provided by the Contractor. The Contractor shall not discharge chlorine in the building or use the building's emergency scrubber at any time. The Contractor shall provide supplies, equipment, chemicals, and other materials necessary to construct the waste gas absorption system.
 - 3.3.2.2 After removal of the safety relief valve, the Contractor shall begin filling the tank with water. The Contractor shall not interrupt the filling process as it will encourage localized corrosion of the tank's interior. The Contractor shall continue the process until the tank is full and remaining chlorine has been purged from the system.
 - 3.3.2.3 When the tank is full and purged of all gasses, the Contractor shall apply a hydrostatic test pressure of 375 pounds per square inch gauge (PSIG), isolate the tank, and monitor the pressure using a calibrated pressure gauge to be provided by the Contractor. A successful test shall be determined by maintaining a stable pressure for a minimum of one (1) hour, witnessed by the Contract manager or authorized City representative. If a steady pressure cannot be obtained, the Contractor shall be responsible for locating and repairing the leak. The Contractor shall submit the results of the hydrostatic test as a report and the results shall be verbally summarized the Contract Manager or authorized City representative before the Contractor leaves the site for the day.
 - 3.3.2.4 Upon successful completion of the hydrostatic test, the Contractor shall remove the pressure plate assembly and drain the tank without interruption. The Contractor shall pressure-wash the tank to remove rust, scale, and debris. The Contractor shall haul water and debris generated from this procedure to an onsite

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storage facility. The storage facility used will be determined by the Contract Manager or authorized City representative. The Contractor shall not discharge any solids or water with a pH less than 6.0 standard pH unit or greater the 9.0 standard pH units to the sanitary sewer. The Contractor shall then thoroughly hand dry the tank using clean, dry rags and purge the tank of all moisture using dry air.

- 3.3.2.5 The Contractor shall have the tank's interior and exterior inspected by a certified pressure vessel inspector for pits, cracks, and/or corrosion. The results of the inspection shall be submitted as a report. The Contractor shall verbally summarize the results to the Contract Manager or authorized City representative with the Contractor and Inspector present before the Inspector leaves the site for the day.
- 3.3.2.6 Using a calibrated ultrasonic thickness measurement device, the Contractor's Inspector shall measure and record the thickness of the tank's shell at 200 locations on a predetermined grid. On the same day the thickness measurements are taken, the Contractor shall verbally summarize results to the Contract Manager or authorized City representative with the Inspector present. The Inspector shall submit a report that includes a representative diagram identifying the shell thickness at all locations. The Inspector shall identify shell thickness measurements using the diagram, Attachment A, provided by the City as an example.
- 3.3.2.7 The Contractor shall remove and replace angle valves, safety relief valves, and gas and liquid excess flow valves. The Contractor shall return removed equipment to the Contract Manager or authorized City representative prior to demobilization. The Contractor shall thoroughly clean and inspect the eductor pipes, the pressure plate, and the manway gasket sealing surface and verbally report any pits, cuts, or corrosion the Contract Manager or authorized City representative.
- 3.3.2.8 Prior to replacing the manway assembly, the Contractor shall remove visible moisture from inside the tank walls by purging the tank with dry, heated air.
- 3.3.2.9 The Contractor shall apply an anti-seize thread compound to pressure plate assembly bolts. The Contractor shall fit the complete manway assembly on the tank and tighten bolts to 400-450 foot-lbs. torque. The Contractor shall replace the existing piping nipples connecting the angle valves to the first Henry flange with new, male thread (MNPT), schedule 80 ASTM A106 Grade B and ASME B36.10 carbon steel pipe nipples.
- 3.3.2.10 The Contractor shall use pressure cycling utilizing dry nitrogen gas, having a dew point of less than negative 40 (-40) degrees Fahrenheit, to complete the tank drying process. Pressure cycling shall continue until the gas leaving the tank has a dew point of negative 40 (-40) degrees Fahrenheit or lower. The Contractor shall take dew point measurements at various pressures to ensure moisture has been purged from the system.
- 3.3.2.11 The Contractor shall demonstrate the tank has been fully dried and all components have been properly assembled by performing the following procedure in the presence of the Contract Manager or authorized City representative.
 - 3.3.2.11.1 Pressurize the tank to approximately 155 PSIG using dry Nitrogen gas.

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- 3.3.2.11.2 Check connections including valves, fittings, and the pressure plate assembly using a solution of soap and water.
- 3.3.2.11.3 Allow the tank to reach equilibrium overnight.
- 3.3.2.11.4 The following morning, verify the pressure is at least 150 PSIG. Monitor the pressure for 30 minutes. Any visual drop in pressure shall constitute a failure. The Contractor shall locate and repair leaks and report the procedure until no pressure loss is observed for 30 minutes.
- 3.3.2.11.5 Upon successful completion of the pressure test, the tank shall be de-pressurized and dew point measured at 10 psi increments. The last measurement shall be taken when the tank's pressure has reached 5 PSIG. If any measured dew point value is greater than minus 40 (-40) degrees Fahrenheit, the tank shall be depressurized to less than 5 PSIG, pressurized to 150 PSIG with dry nitrogen gas, and the dew point test repeated until measured values are below the specified minus 40 (-40) degrees Fahrenheit.
- 3.3.2.11.6 The Contractor shall submit to the Contract Manager or authorized City representative the results of the above demonstration tests as a written report.
- 3.3.2.12 The Contractor shall use chlorine gas from another tank to:
 - 3.3.2.12.1 Pressurize the tank to 25 PSIG.
 - 3.3.2.12.2 Test connections for leaks with aqua ammonia solution
 - 3.3.2.12.3 If no leaks are present, increase pressure to 50 PSIG; allow the system to remain at that pressure for one (1) hour.
 - 3.3.2.12.4 Test connections for leaks using aqua ammonia solution.
 - 3.3.2.12.5 If no leaks are present, increase pressure to operating pressure and allow the system to remain at the pressure for one (1) hour.
 - 3.3.2.12.6 Test connections for leaks using aqua ammonia solution.
 - 3.3.2.12.7 If no leaks are present, continue to next step. Otherwise, fix leaks, and retest beginning at 25 PSIG.
- 3.3.2.13 The Contractor shall clean, dry, and reassemble removed piping and flexible connections. The Contractor shall purge all lines containing chlorine from the transfer using dry nitrogen gas.
- 3.3.3 Upon completion of work, any deficiencies discovered during final inspection shall be corrected within five (5) business days or at a time mutually agreed upon between Contractor and Contract Manager or City authorized representative.

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- 3.3.4 Provide written reports to the Contract Manager or authorized City representative within ten (10) business days upon completion of service. Reports, including shell thickness diagrams, shall be submitted on Contractor's or Inspector's letterhead.

4. **WARRANTY**

- 4.1 The Contractor shall provide a full 12-month warranty on all workmanship and materials (excluding parts provided by the City). Should any chlorine leaks develop in the manway or the piping that was dismantled while performing the service, the Contractor shall fix the leak at no additional costs to the City at a time agreed to between the Contractor and the Contract Manager or authorized City representative. All costs associated with the additional service shall be borne by the Contractor.

5. **MEETINGS**

- 5.1 The Contractor shall attend a Contract Kick-Off Meeting to be scheduled within 5 business days of award of Contract to discuss site locations and scheduling.
- 5.2 The Contractor shall attend mandatory on-site meetings/site visits prior to initiation of any work.

5. **CITY REQUIREMENTS**

The City will:

- 5.1 Empty and place under vacuum the tank being serviced prior to the Contractor's arrival.
- 5.2 Contact the Contractor and schedule the service for one (1) tank during the first contract period. One (1) tank will be serviced per contract period. Rotation of service to each tank will continue upon all three (3) tanks have been serviced.
- 5.3 Provide the following parts for each Tank:
- 5.3.1 Valve Gaskets, Midland P/N: 17-20-GY, Qty of five (5)
 - 5.3.2 Angle Valves, Midland P/N: A-713-ML, Qty of four (4)
 - 5.3.3 Safety Relief Valve, Midland P/N: A-14227-ML, Qty of one (1)
 - 5.3.4 Liquid Excess Flow Valves, Midland P/N: A-129, Qty of two (2)
 - 5.3.5 Vapor Excess Flow Valves, Midland P/N: A-128, Qty of two (2)
 - 5.3.6 Lead Gasket for Tank Manway, Midland P/N: 9000-01-PB, Qty of one (1)
 - 5.3.7 Pipe Nipples, Qty of four (4)
 - 5.3.8 Water: 5/8" hose bib in the building at 80 psi and 1-1/2" female NPT approximately 150 feet from the tanks at 70 psi.
 - 5.3.9 Power: Single Phase, 120VAC, 20 amps in the building and Three Phase, 480 VAC, 60 amps welding plug approximately 100 feet from the tanks.

SECTION 0600 - BID SHEET
CITY OF AUSTIN
CLEANING, INSPECTION, AND CERTIFICATION OF CHLORINE STORAGE TANKS

SOLICITATION NO.: IFB 2200 PAT1013

BID CLOSE DATE: April 22, 2019

BUYER: Paul Trimble

Special Instructions: Offerors must use this Bid Sheet to submit pricing. The City reserves the right to make multiple awards based on individual or groups of specific line items, cost, or any criteria or any combination deemed most advantageous to the City. The Vendor may choose to submit pricing for all items listed on the quote sheet or only specific items on the quote sheet in consideration of this solicitation.

Be advised that exceptions taken or qualifying statements made to any portion of the solicitations may jeopardize acceptance of the quote and may result in disqualification of the quote. Prices being submitted shall include ALL discounts, handling and shipping charges, FOB Destination.

A bid of '0' (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of 'no bid' will be interpreted by the City that the responder does not wish to bid on that item.

The quantities noted below are annual estimates and not a guarantee of actual volume. The City does not guarantee the purchase of the quantities listed. Quantities are provided as a guide based on historical usage. Actual purchases may be more or less.

CATEGORY 1 - CLEANING, INSPECTION, AND CERTIFICATION OF CHLORINE STORAGE TANKS

Bidder must be able to provide cleaning, inspection, and certification services as described in Section 0500-Scope of Work. The price for these services shall include all labor, materials, and necessary equipment for the proper execution of each level of inspection, cleaning, and certification service.

ITEM NO	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
1.1	Flat fee for Cleaning, Inspection, and Certifications Services on one (1) bulk chlorine tank per calendar year	1	EA	Annually	\$28,400
TOTAL					\$28,400

Please check the boxes below as confirmation.

- ☒ Offer Sheet - Completed and Signed
- ☒ Bid Sheet (Section 0600) - Completed
- ☒ Local Business Presence Identification Form (Section 0605) - Completed
- ☒ Reference Sheet (Section 0700) -Completed
- ☒ Non-Discrimination and Non-Retaliation Certification (Section 0800) - Completed and Signed
- ☒ Nonresident Bidder (Section 0835)- Completed
- ☒ Sub-Contracting/Sub-Consulting Utilization Form (Section 0900) -Completed
- ☒ I UNDERSTAND THAT FAILURE TO SUBMIT THE COMPLETED FORMS ABOVE MAY RESULT IN DISQUALIFICATION OF MY BID
- ☒ I UNDERSTAND THAT SUBMITTING WITH MY BID ANY CLARIFICATION STATEMENTS, QUALIFYING STATEMENTS, AND/OR EXCEPTIONS TO THE CITY'S TERMS AND CONDITIONS MAY RESULT IN DISQUALIFICATION OF MY BID

Company Name: Specialized Response Solutions, LLP

Email Address: jholden@nrcc.com

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	N/A	
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	<input checked="" type="radio"/> No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	Yes	<input checked="" type="radio"/> No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	<input checked="" type="radio"/> No

SUBCONTRACTOR(S):

Name of Local Firm	N/A	
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	<input checked="" type="radio"/> No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	<input checked="" type="radio"/> No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	<input checked="" type="radio"/> No

SUBCONTRACTOR(S):

Name of Local Firm	N/A	
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	<input checked="" type="radio"/> No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	<input checked="" type="radio"/> No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	<input checked="" type="radio"/> No

Section 0700: Reference Sheet

Responding Company Name Specialized Response Solutions, LLP

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

DPC
Name and Title of Contact Ryan Brown
Project Name City of Dallas (Central Plant) Hydrotest / Clean CL2 Tanks
Present Address 1020 Sargent Rd.
City, State, Zip Code Dallas, Tx 75203
Telephone Number (956) 345-9445 Fax Number ()
Email Address rbrown@dxgroup.com

2. Company's Name

City of Wichita, KS
Name and Title of Contact Robert Bigley
Project Name Purge & clean 2 CL2 Stationary Tanks
Present Address 1800 Museum Rd.
City, State, Zip Code Wichita, KS
Telephone Number (316) 269-4767 Fax Number ()
Email Address Rbigley@wichita.gov

3. Company's Name

City of Tulsa
Name and Title of Contact Stephanie Hunter - Superintendent
Project Name Clean, Purge, Hydrostatic Test 4 CL2 Tanks
Present Address A3 Jewel WTP + Mokawuk WTP
City, State, Zip Code Tulsa, OK
Telephone Number (918) 596-8020 Fax Number ()
Email Address shunter@cityoftulsa.org

City of Austin, Texas

Section 0800

NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (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, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office 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, 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 City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

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

City of Austin

Minimum Standard Non-Discrimination and Non-Retaliation 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.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

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 and non-retaliation 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 THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy 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 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, 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 payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 24th day of April, 2019

CONTRACTOR

Authorized Signature

Title

Specialized Response Solutions, LLC
Jason Holden
SR. Project Manager

Section 0835: Non-Resident Bidder Provisions

Company Name Specialized Response Solutions, LLP

- 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: Resident Bidder

- (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 is 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: N/A Which State: N/A

- 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: N/A

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (M/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form**

SOLICITATION NUMBER: IFB 2200 PAT1014

SOLICITATION TITLE: Inspection, Cleaning, and Certification of Chlorine Storage Tanks

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

Instructions:

- a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.
b.) Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. **Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.**

☒ **NO, I DO NOT intend to use Subcontractors/Sub-consultants.**

Instructions: Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

☐ **YES, I DO intend to use Subcontractors/Sub-consultants.**

Instructions: Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

Offeror Information		
Company Name	Specialized Response Solutions	
City Vendor ID Code	SPE8316792	
Physical Address	411 Bolliger Blvd	
City, State Zip	Fort Worth, Tx 76108	
Phone Number	817-246-3338	Email Address SRS@specializedresponse.com
Is the Offeror City of Austin M/WBE certified?	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES, Indicate one: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture	
<p>Offeror Certification: I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed Subcontracting/Sub-Consulting Utilization Form, and if applicable my completed Subcontracting/Sub-Consulting Utilization Plan, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the Request For Change form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my Subcontracting/Sub-Consulting Utilization Plan, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my Request for Change form. I understand that, if a Subcontractor is not listed in my Subcontracting/Sub-Consulting Utilization Plan, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my Request for Change form.</p> <div style="display: flex; justify-content: space-between; align-items: flex-end;"><div style="width: 40%;"><p style="font-size: 1.2em; margin: 0;">Jason Holden - Sr. Project mgr.</p><p style="margin: 0;">Name and Title of Authorized Representative (Print or Type)</p></div><div style="width: 30%; text-align: center;"><p style="font-size: 1.2em; margin: 0;">Jason Holden</p><p style="margin: 0;">Signature</p></div><div style="width: 20%; text-align: center;"><p style="font-size: 1.2em; margin: 0;">4/24/19</p><p style="margin: 0;">Date</p></div></div>		

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: IFB 2200 PAT1013

SOLICITATION TITLE: Inspection, Cleaning, and Certification of Chlorine Storage Tanks

INSTRUCTIONS: Offerors who DO intend to use Subcontractors may utilize M/WBE Subcontractor(s) or perform Good Faith efforts when retaining Non-Certified Subcontractor(s). Offerors must determine which type of Subcontractor(s) they are anticipating using (CERTIFIED OR NON-CERTIFIED), check the box of their applicable decision, and comply with the additional instructions associated with that particular selection.

☐ I intend to use City of Austin CERTIFIED M/WBE Subcontractor/Sub-consultant(s).

Instructions: Offerors may use Subcontractor(s) that ARE City of Austin certified M/WBE firms. Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to confirm if the Offeror's intended Subcontractor(s) are City of Austin certified M/WBE and if these firm(s) are certified to provide the goods and services the Offeror intends to subcontract. If the Offeror's Subcontractor(s) are current valid certified City of Austin M/WBE firms, the Offeror shall insert the name(s) of their Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)

☐ I intend to use NON-CERTIFIED Subcontractor/Sub-Consultant(s) after performing Good Faith Efforts.

Instructions: Offerors may use Subcontractors that ARE NOT City of Austin certified M/WBE firms ONLY after Offerors have first demonstrated Good Faith Efforts to provide subcontracting opportunities to City of Austin M/WBE firms.

STEP ONE: Contact SMBR for an availability list for the scope(s) of work you wish to subcontract;

STEP TWO: Perform Good Faith Efforts (Check List provided below);

STEP THREE: Offerors shall insert the name(s) of their certified or non-certified Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)
- All required documentation demonstrating the Offeror's performance of Good Faith Efforts (see Check List below)

GOOD FAITH EFFORTS CHECK LIST –

When using NON-CERTIFIED Subcontractor/Sub-consultants(s), **ALL of the following CHECK BOXES MUST be completed in order to meet and comply with the Good Faith Effort requirements and all documentation must be included in your sealed Offer. Documentation CANNOT be added or changed after submission of the bid.**

☐ **Contact SMBR.** Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to obtain a list of City of Austin certified M/WBE firms that are certified to provide the goods and services the Offeror intends to subcontract out. (Availability List). Offerors shall document their contact(s) with SMBR in the "SMBR Contact Information" table on the following page.

☐ **Contact M/WBE firms.** Offerors shall contact all of the M/WBE firms on the Availability List with a Significant Local Business Presence which is the **Austin Metropolitan Statistical Area**, to provide information on the proposed goods and services proposed to be subcontracted and give the Subcontractor the opportunity to respond on their interest to bid on the proposed scope of work. When making the contacts, Offerors shall use at least two (2) of the following communication methods: email, fax, US mail or phone. Offerors shall give the contacted M/WBE firms at least seven days to respond with their interest. Offerors shall document all evidence of their contact(s) including: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)

PROCUREMENT PROGRAM

Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan

SOLICITATION NUMBER: IFB 2200 PAT1013

SOLICITATION TITLE: Inspection, Cleaning, and Certification of Chlorine Storage Tanks

- ☐ **Follow up with responding M/WBE firms.** Offeror shall follow up with all M/WBE firms that respond to the Offeror's request. Offerors shall provide written evidence of their contact(s): emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.
- ☐ **Advertise.** Offerors shall place an advertisement of the subcontracting opportunity in a local publication (i.e. newspaper, minority or women organizations, or electronic/social media). Offerors shall include a copy of their advertisement, including the name of the local publication and the date the advertisement was published.
- ☐ **Use a Community Organization.** Offerors shall solicit the services of a community organization(s); minority persons/women contractors'/trade group(s); local, state, and federal minority persons/women business assistance office(s); and other organizations to help solicit M/WBE firms. Offerors shall provide written evidence of their Proof of contact(s) include: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, organization contacted, phone number, email address and contact person.

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: IFB 2200 PAT1014

SOLICITATION TITLE: Inspection, Cleaning, and Certification of Chlorine Storage Tanks

(Offerors may duplicate this page to add additional Subcontractors as needed)

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Company Name	
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Company Name	
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	

SMBR Contact Information			
SMBR Contact Name	Contact Date	Means of Contact	Reason for Contact
		<input type="checkbox"/> Phone OR <input type="checkbox"/> Email	

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the Offeror ☐ HAS or ☐ HAS NOT complied with these instructions and City Code Chapters 2-9A/B/C/D, as amended.

Reviewing Counselor

Date

I have reviewed the completing the Subcontracting/Sub-Consultant Utilization Plan and ☐ Concur ☐ Do Not Concur with the Reviewing Counselor's recommendation.

Director/Assistant Director or Designee

Date

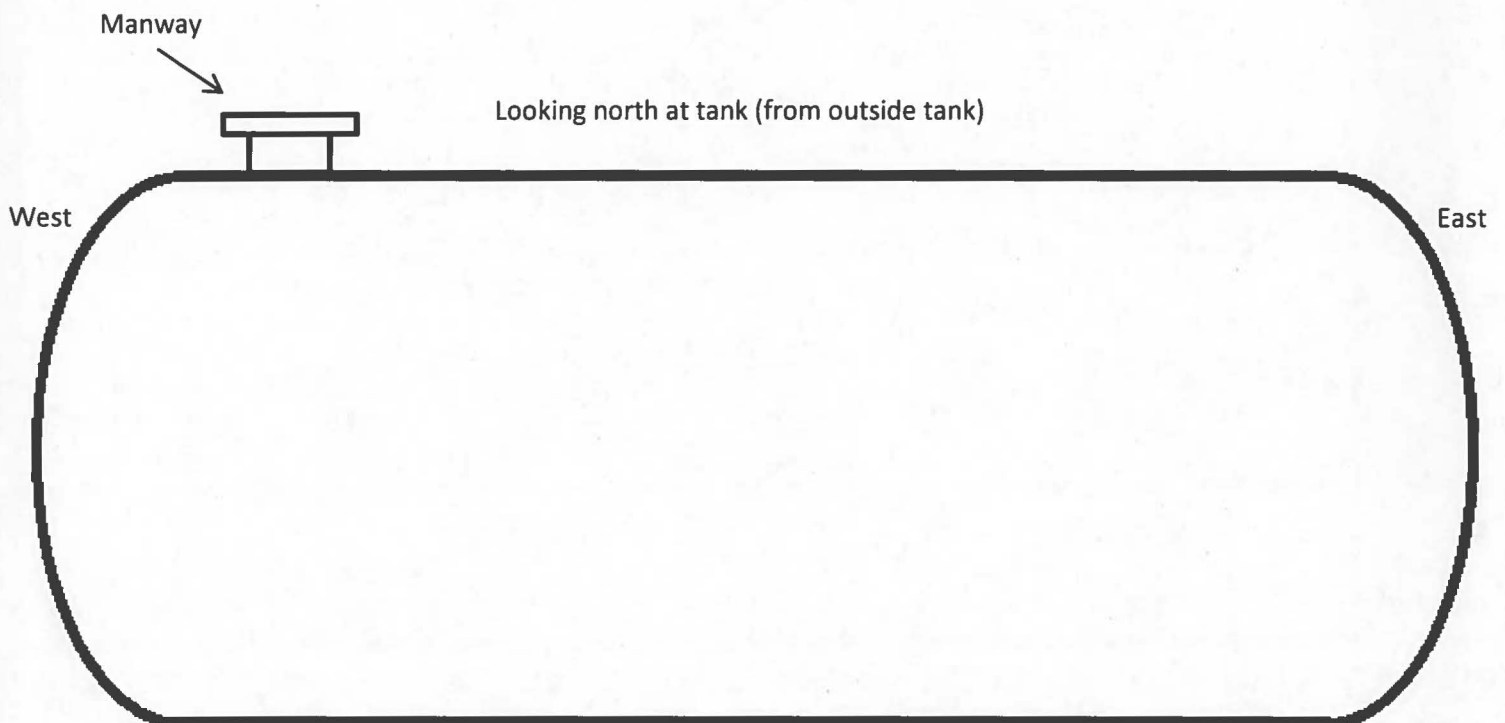
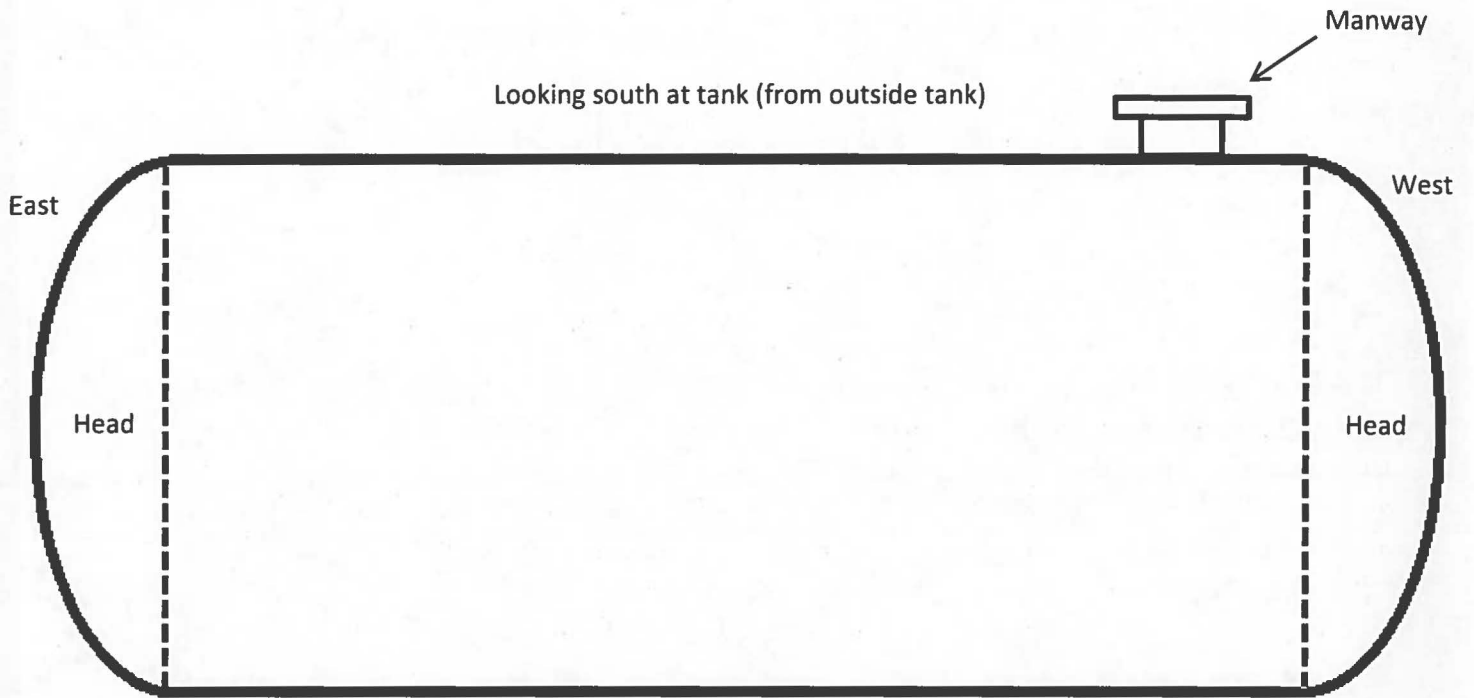
ATTACHMENT A

Shell Thickness Measurement Diagram

City of Austin, Texas
Date: _____

Ullrich Water Treatment Plant

Chlorine Tank # _____
Tank Serial No.: _____

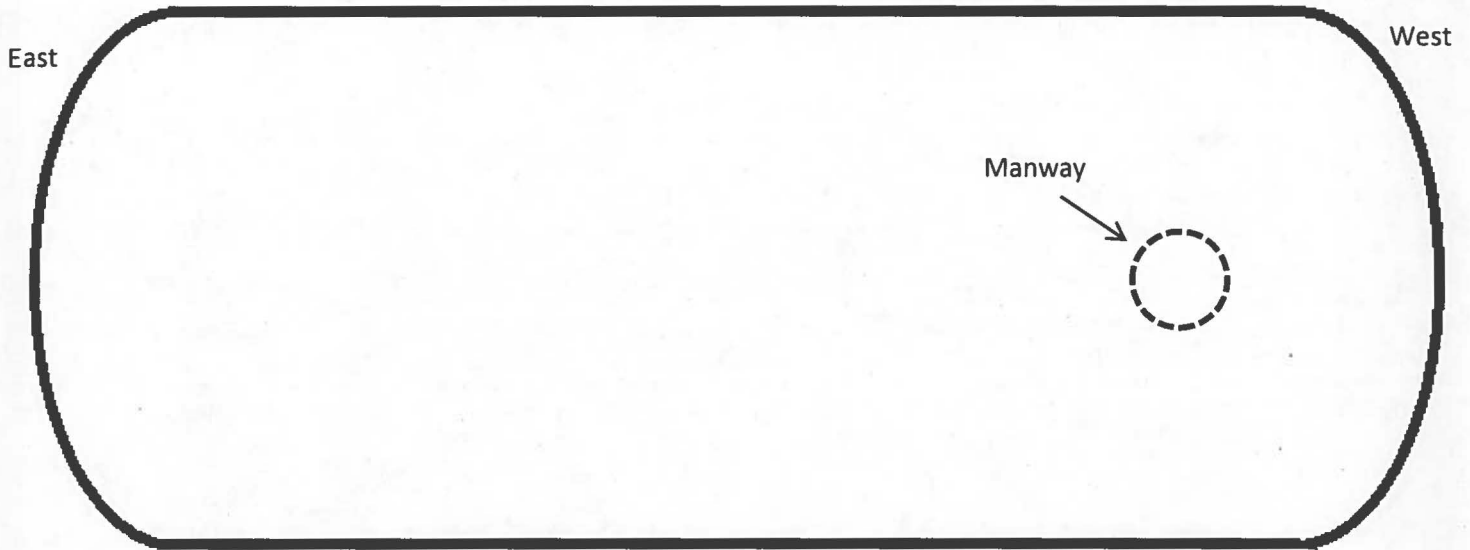


City of Austin, Texas
Date: _____

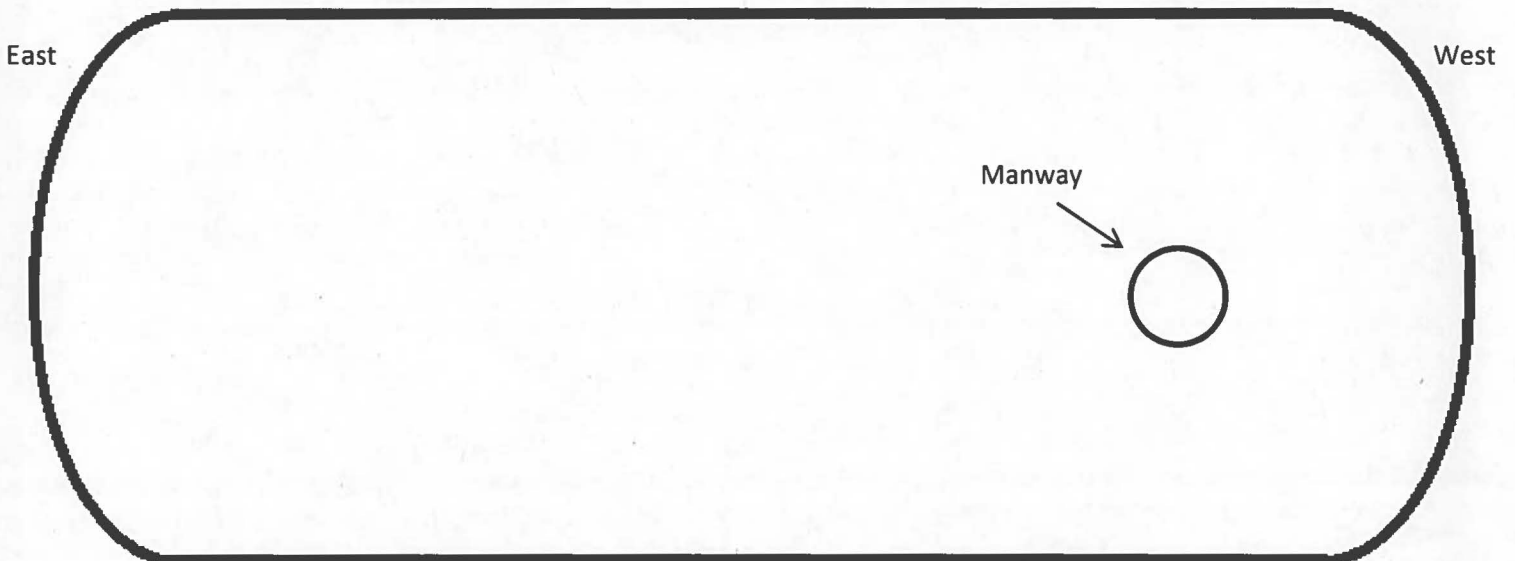
Ullrich Water Treatment Plant

Chlorine Tank # _____
Tank Serial No.: _____

Bottom



Top



Attachment B



Austin Water Utility

FACILITY SECURITY PROCEDURE FOR CONTRACTORS

SP-1070

**Austin Water Utility
Water and Wastewater Treatment Plants,
Water Pump Stations and Reservoirs, and Lift Stations
Service Centers and Administration Buildings**

Facility Security Procedure for Contractors**SP-1070****Revision Record**

Version	Date	Description- Affected Pages	Approved By
1	16 Sept 2014	Updated, included all facilities All pages	Rick Verardi Security Mgr.

FACILITY SECURITY PROCEDURE FOR CONTRACTORS**SP-1070****Table of Contents**

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1 SECURITY POLICY

Paramount to the Austin Water Utility is:

- The production and delivery of adequate supply of safe drinking water to all customers
- Uninterrupted collection of wastewater, without spills, and
- Adequate processing of wastewater to safely return to the environment.

The Utility shall provide high quality physical security at all its facilities and shall initiate, implement, enforce, and update as needed, specific rules and procedures to protect property, personnel, equipment, and material against unauthorized entry, trespass, damage, sabotage, or other acts that might threaten the security of essential facilities, the quality of the drinking water, or the quality of treated wastewater.

2 SECURITY PROCEDURE

2.1 PURPOSE

The purpose of this Procedure is to provide Contractors and Subcontractors with standard operating methods, directives and instructions in accordance with the Utility's mission to protect its assets.

2.2 SECURITY PROCEDURE MAINTENANCE

The maintenance and updating of this Facility Security Procedure is the responsibility of the Security Manager with input from the Treatment Program Division Managers and Facilities Management.

This Facility Security Procedure will be reviewed and updated at least yearly. A record of all revisions will be maintained at the front of all copies.

2.3 RESTRICTED AREA ACCESS POLICY

2.3.1 Unescorted Access

Unescorted access is granted to those individuals that have completed the "Application for Authorization to Enter Secured Austin Water Utility Facilities" (Appendix B) and clear the background security check. An Austin Water Utility technology badge or badge decal will be issued.

2.3.2 Escorted Access

Escorted access is allowed provided an Austin Water Utility employee, a City employee representing the Utility or the Contractor provides the escort. (The Contractor must have valid unescorted access to the site.) The "Application for Authorization to Enter Secured Austin Water Utility Facilities" (Appendix B) must be submitted at least **five (5) working days** prior to the first day that employee is to work on the secured site to allow for adequate review.

The exception to submitting Appendix B for unescorted access is for those that will be on site for a short period of time, usually under one hour, such as deliver drivers. All others on site must complete Appendix B and have an escort.

2.4 CONTRACTOR'S BASIC SECURITY RESPONSIBILITIES

2.4.1 Read-and-Follow Requirement

All Contractors and Subcontractors shall read and follow this Procedure. The Contractor's Project Manager and Site Superintendent, and all Subcontractors' on-site Supervisors will be required to sign the "" (Appendix A)

attesting to the fact that they have read and understood this Procedure. The “Contractor’s Acknowledgement” signed by the Contractor’s Project Manager and Site Superintendent shall be delivered to the Utility at the Pre-construction Conference, and before any access is permitted to the work site. The “Contractor’s Acknowledgement” signed by the Subcontractors’ Project Managers and Site Supervisors will be delivered to the Utility at least **two (2) weeks** before the Subcontractor requires access to the site.

All Contractor’s and Subcontractors’ employees are expected to be thoroughly knowledgeable in the contents of this Procedure. Contractors and Subcontractors shall instruct their employees on the provisions and requirements of this procedure and shall emphasize the importance of their compliance. Any person’s failure to follow any of the provisions or requirements of this Procedure shall be considered sufficient grounds for their immediate removal from the job site and loss of access privileges.

2.4.2 Basic Security Functions

The basic security functions of Contractors and Subcontractors shall center on the protection of water and wastewater quality, personnel, and the Utility’s and Contractors’ property. These basic functions will involve securing and monitoring the project site, controlling access, preventing unlawful entry, unlocking and locking buildings, and enforcing Utility rules, policies, procedures and directives.

Contractors and Subcontractors shall provide deterrence against fire, theft, vandalism, and trespass and shall assist in the elimination of safety hazards and security breaches. In some cases, Contractors and Subcontractors will be called upon to assist in the detection and detention of persons guilty of trespassing on or committing offenses on Utility property. Uniformed officers from the Austin Police Department and local Sheriffs’ Departments shall provide the enforcement support for criminal acts committed on Utility property.

Contractors and Subcontractors shall accurately report and record all transgressions and incidents.

2.5 APPLICATIONS FOR AUTHORITY TO ENTER FACILITIES, BACKGROUND SECURITY CHECKS AND IDENTIFICATION BADGES

2.5.1 Applications for Authority to Enter Facilities

The Contractor shall submit an “Application for Authorization to Enter Secured Austin Water Utility Facilities” (Appendix B) for each of their employees and their Subcontractors’ employees before that employee is allowed to enter the project site. All information requested on the application shall be provided, including required signatures. Each application submitted shall be an original document. Copies or facsimiles are not acceptable.

For “*Unescorted*” access, each application shall be accompanied by a complete background security check. Each employee’s application and background security check shall be submitted at least **five (5) working days** prior to the first day that employee is to work on the secured site to allow for adequate review of the documents. Each background check submitted shall be an original document. Copies or facsimiles are not acceptable.

2.5.2 Background Security Checks

The Contractor shall submit a “Criminal History Records Check Disqualifying Criminal Offenses” (Appendix C) and provide a current background security check for each of their employees and their Subcontractors’ employees, submitted along with the “Application for Authorization to Enter Secured Austin Water Utility Facilities” (Appendix B). The background check must be performed by either the United States Federal Government (FBI) or the Department of Public Safety from the employee’s home state (the state in which the employee resides and from whom they obtained their driver’s license or identification card). The background security check for a non-US citizen shall be performed by their native country’s national law-enforcement

agency (e.g. a Canadian citizen shall submit a background check performed by the Royal Canadian Mounted Police).

The results of each background check shall be dated and submitted as an original, certified official document from the agency performing the check, and shall bear all appropriate letterheads, seals, and signatures. The background check shall clearly indicate the agency performing the check and include their address and telephone number. Background checks performed less than one year prior to the subject Contract's Notice-to-Proceed will be acceptable. The results of background checks may be audited at any time.

2.5.3 Security Identification Badges

Austin Water Utility utilizes two methods of Security ID Badges

Technology Badge: This badge is issued to contractors working at a facility for a period of time exceeding thirty days (30) days that require ***“Unescorted”*** access to the buildings. Examples are the cleaning crew, security guards, and long-term non-AWU employees. Badges are given an **expiration date** set to expire at the End of Business on the last day of the contract.

AWU Badge Decal + Contract Company Supplied ID Badge: This combination is used by contractors working at a facility where access to the buildings is not required. Examples are contractors working on construction projects, remodeling projects, lawn service, etc. Security Identification Badges for employees of Contractors and Subcontractors shall be picture badges as approved by Facility or Treatment Program Division Managers and authorized by the Security Manager. Contractors shall provide a Security ID Badge for each of their employees and their Subcontractors' employees who require access to protected Utility facilities to perform their work. The facilities they may access shall be limited to those locations necessary for the performance of their contract. Contractors shall provide clear, plastic badge holders with an appropriate clip or lanyard that will protect the badge and allow it to be worn and displayed safely by employees on the outside of their clothing.

The Security ID Badge shall be made of durable plastic material with minimum dimensions of 2 1/8 inches by 3 3/8 inches, and shall show a clear, photographic image of the bearer, with a vertical facial image no less than 3/4 inches high. Each badge shall clearly display the first and last name of the employee and the Company he/she works for. A space at least 3/4 inch high and one inch wide shall be kept free of information and shall be reserved for the Utility to apply a permanent, access authorization decal.

The Austin Water Utility's Project Manager (or Public Works PM), Plant Division Manager or Superintendent shall supervise and control the application of the permanent decal authorizing the badge bearer to enter protected Utility facilities. Such authorization to enter protected facilities shall require a review of the background security check and approval from Security Management.

The permanent decal is valid for a **two year period**, for example, decals with “14” are valid for the year of 2014 and 2015 no matter when in 2014 or 2015 it was issued. As of January 1, 2016 a new background check is required prior to the issuance of a new decal.



Austin Water Utility 2014 Decal

If the construction project continues past the decals validation date, AND the bearer still requires access, the Utility may apply a new decal to the Security ID Badge without the need of a new background check. Consult with Security Management.

2.5.4 Identification Badge Control and Handling

All personnel on the job site shall wear the Security Identification Badge on the outside of their clothing, in the front, at or above their waist. Arm band ID holders are acceptable.

Security Identification Badge holders will take reasonable cares to protect their badge from unauthorized use. ID badge holders will not allow others to use their badge.

In the event that a Security Identification Badge holder discovers that their badge has been lost, the badge holder shall immediately report the loss to the Contractor's Site Superintendent, who will immediately report the loss to the AWU Project Manager, and to the AWU Plant Superintendent (at treatment plants) or the AWU Operation Manager at the South First Support Center (512-972-0502) (for pump stations and reservoirs).

2.5.5 Revoking Access Authorization

Authorization to enter and/or work on any Austin Water Utility site is at the sole discretion of the Utility and may be revoked at any time.

Authorization to enter secured Utility sites shall be revoked immediately for the following reasons:

- The badge holder ends their employment with the Contractor or Subcontractor
- The badge holder allows another person to use their badge, or the badge holder permits, or allows another person without a badge to enter a secured site.
- The badge holder acts without authorization to defeat any security device at any secured site.
- The badge holder's actions (or inaction) result(s) in damage to Utility facilities or threaten(s) the quality of the drinking water.
- The badge holder has been involved in a criminal action on site and has been determined as a threat to any persons or property at this site.

Personnel in the following positions may revoke Access Authorization:

- AWU Director and Assistant Directors for Treatment and for Engineering
- AWU Division Heads, Plant Superintendents, and Supervisors in the Treatment Program Area
- AWU Security Manager
- AWU and Consultant's Project Managers
- City of Austin Public Works Project Managers
- Contractor's Project Manager and Site Superintendent

If a person in one of the positions listed above ever believes that another person's Access Authorization should be immediately revoked to eliminate or mitigate a threat to site security or the security of the water, they shall contact the Project Manager or the Contractor's Site Superintendent. Any decal authorizing entry to Utility protected facilities shall be removed, and at the discretion of the Contractor, the badge taken from the person. The person shall be escorted from the work site.

2.6 FACILITY SECURITY AND ACCESS CONTROL

2.6.1 Access to Facilities

Access to Utility facilities shall be limited to:

- City of Austin Public Works or Austin Water Utility employees who possess appropriate unescorted access authorization by the Utility and have a valid Security Identification Badge.
- Contractor's and Subcontractors' employees who possess appropriate access authorization(s) and possess and wear a proper Utility-authorized Security Identification Badge. All Contractor's and Subcontractors' employees will follow Utility procedures while on the site.
- Contractor's or Subcontractors' supplier delivery personnel. Delivery personnel may be permitted access to complete material deliveries and will not be required to obtain a Security Identification Badge. Delivery personnel shall be closely escorted within the secured site by the Contractor's Site Superintendent and shall be permitted access only for the time required to unload the material being delivered. Under no circumstances will any delivery personnel be allowed to remain on site for longer than one hour. If delivery of any material or equipment is projected to require more than one hour's time, an "Application for Authorization to Enter Secured Water Treatment Facilities", complete Background Security Check, and Security Identification Badge will be required for all personnel associated with making that delivery.
- Visitors who have been authorized in advance, in writing, by the Plant Superintendent or Division Manager. (Persons who perform work on the site or deliver equipment or materials to the site are not considered to be visitors) Visitors who have been authorized such access will be closely escorted within the Utility facility by either a Utility employee who possesses the appropriate access authorization and Security Identification Badge, or the Contractor's Site Superintendent (who also possesses appropriate access authorization and Security Identification Badge). The Contractor shall maintain a Visitor Register to record all visits. The Visitor Register shall record the name of each visitor, their employer, citizenship, date of the visit, arrival and departure times, the purpose of visit and the name of the escort. This Visitor Register shall be made available at every project progress meeting and shall be delivered to the Utility Project Manager at the end of the project. Visitors do not require an ID badge.

2.6.2 Site Security Requirements

All Utility facilities shall be kept secure at all times. The following provisions, at a minimum shall be maintained:

- An eight-foot high perimeter fence shall be maintained without gaps or holes, with gate(s) locked with a tempered chain and padlock. A security guard may also be employed if desired by the Contractor or required by other sections of the Contract.
- All perimeter door(s) (if present) shall be locked and alarmed.
- Other installed security devices (if present) such as motion detectors, fence monitors and CCTV cameras shall be operational.
- All classified material (if present) within shall be properly stored.

During the Contractor's working hours, the Contractor's Site Superintendent shall maintain an active cellular telephone to enable the Utility's Plant Superintendent or the Central Security Operator to contact him/her in the event that a security alarm is triggered on the job site. If an alarm is triggered and the Plant Superintendent or the Central Security Operator is unable to contact the Contractor's Site Superintendent to ascertain the reason for the alarm, law enforcement officers will be summoned to the site.

At the beginning of each day that the Contractor or a Subcontractor performs work on a pump station or reservoir site, a Supervisor authorized by the Contractor (and previously identified to the pump station or reservoir Central Security Operator) shall open the security gate to the site as follows:

- Place a telephone call to the Central Security Operator (512-972-0502) before unlocking the gate.
- Identify themselves and advise the Central Security Operator that they are at the site entrance, identify where on the site they intend to work, and advise that they are about to open the gate. The Central Security Operator will disarm any alarms that might be triggered by the gate opening or by employees working in the areas identified. The Central Security Operator will advise the Supervisor placing the call when the alarms are disarmed.
- Unlock the gate, enter the site, and lock the gate or post a guard to assure that only authorized personnel wearing required, proper Security Identification Badges may enter.

At the end of every work day at a pump station or reservoir site, when the last employee has left the job site, the Contractor's Site Superintendent shall place a call to the Central Security Operator to advise that everyone has left the site, that the security gate is locked, and that the alarms should be rearmed.

2.6.3 Combinations and Key Controls

Knowledge of the combination of locks and access to any keys will be limited to designated individuals assigned to work in the associated facilities. All combinations will be changed regularly at times designated by the Division Manager, and whenever it is suspected the combination has been compromised.

Facility keys are cut to fit a number of cylinders. If a key shared with the Contractor is lost, all similar lock cylinders, whether present on the site or off the site, will be re-keyed by the Utility, at the expense of the Contractor.

2.6.4 Operation of Access-Controlled Doors at Remote Facilities

Entry to all remote facilities will be coordinated with the Central Security Operator. Many facilities include an access-control door. An access-control door may be used by authorized Security Identification Badge holders for entry and exit using the following procedure:

Entry procedure:

1. Contact the Central Security Operator (512-972-0502) and request permission to enter. Hang up the telephone.
2. The CSO will call back the person requesting to enter (on their previously authorized number) and verify the request.
3. The CSO will unlock the door or request that the person's Security Identification Badge be presented to the exterior card reader.
4. Unlock the deadbolt (if present)
5. Enter PIN
6. Open door
7. Enter
8. Close the door

Exit procedure:

1. Press crash bar
2. Open door
3. Exit
4. Close the door
5. Lock the deadbolt (if present)

6. Contact the CSO and request that the door be locked, advise them that the site's alarms need to be re-armed
7. The CSO shall lock the door and re-arm all alarm devices
8. The CSO shall call back and ask the requestor to verify that the door is locked

2.6.5 Tailgating

Tailgating is the entry of multiple individuals through an access-controlled door or gate without closing the door (or gate) between entries. Tailgating is allowed by authorized ID Badge holders provided that each presents their badge to the card reader or person controlling access prior to entry. Tailgating by unauthorized individuals or anyone not possessing an authorized ID Badge is not allowed.

APPENDIX A:

**CONTRACTOR'S ACKNOWLEDGEMENT
CITY OF AUSTIN WATER UTILITY
FACILITY SECURITY PROCEDURES FOR CONTRACTORS**

PROJECT NAME: _____**CIP/PROJECT NUMBER:** _____

By signing this document, I acknowledge that I have received a copy of the Austin Water Utility's **SP-1070 FACILITY SECURITY PROCEDURE FOR CONTRACTORS** and that I have read it and understand its contents. Furthermore, I agree to follow all the provisions contained therein.

CONTRACTOR: _____

PROJECT MANAGER:

Print_____
Signature

SITE SUPERINTENDENT:

Print_____
Signature**SUBCONTRACTOR:** _____

PROJECT MANAGER:

Print_____
Signature

SITE SUPERINTENDENT:

Print_____
Signature**SUBCONTRACTOR:** _____

PROJECT MANAGER:

Print_____
Signature

SITE SUPERINTENDENT:

Print_____
Signature

**APPLICATION FOR AUTHORIZATION
TO ENTER SECURED AUSTIN WATER UTILITY FACILITIES
(CONTRACTOR EMPLOYEE)**

Version: 1

APPENDIX C:**Criminal History Records Check Disqualifying Criminal Offenses**

An individual has a disqualifying offense if the individual has been convicted of, or found not guilty of by reason of insanity, any of the disqualifying crimes listed in this paragraph in any jurisdiction during the 10 years before the date of the individual's application for unescorted access authority, or while the individual has unescorted access authority. The disqualifying criminal offenses are as follows:

1	Felony involving burglary.	Yes <input type="checkbox"/>	No <input type="checkbox"/>	13	Murder.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2	Felony involving theft.	<input type="checkbox"/>	<input type="checkbox"/>	14	Assault with intent to murder.	<input type="checkbox"/>	<input type="checkbox"/>
3	Felony involving dishonesty, fraud, or misrepresentation.	<input type="checkbox"/>	<input type="checkbox"/>	15	Espionage.	<input type="checkbox"/>	<input type="checkbox"/>
4	Felony involving possession or distribution of stolen property.	<input type="checkbox"/>	<input type="checkbox"/>	16	Rape or aggravated sexual abuse.	<input type="checkbox"/>	<input type="checkbox"/>
5	Aggravated assault.	<input type="checkbox"/>	<input type="checkbox"/>	17	Kidnapping or hostage taking.	<input type="checkbox"/>	<input type="checkbox"/>
6	Felony involving bribery.	<input type="checkbox"/>	<input type="checkbox"/>	18	Treason.	<input type="checkbox"/>	<input type="checkbox"/>
7	Terrorist threat.	<input type="checkbox"/>	<input type="checkbox"/>	19	Felony involving dishonesty, fraud, or misrepresentation.	<input type="checkbox"/>	<input type="checkbox"/>
8	Armed or felony unarmed robbery.	<input type="checkbox"/>	<input type="checkbox"/>	20	Class A Criminal Mischief (500 or Above).	<input type="checkbox"/>	<input type="checkbox"/>
9	Felony involving willful destruction of property.	<input type="checkbox"/>	<input type="checkbox"/>	21	Criminal Trespass at Critical Infrastructure Facility.	<input type="checkbox"/>	<input type="checkbox"/>
10	Felony involving importation or manufacture of a controlled substance.	<input type="checkbox"/>	<input type="checkbox"/>	22	Burglary of Vehicle	<input type="checkbox"/>	<input type="checkbox"/>
11	Extortion.	<input type="checkbox"/>	<input type="checkbox"/>	23	Engaging in Organized Criminal Activity	<input type="checkbox"/>	<input type="checkbox"/>
12	Felony arson.	<input type="checkbox"/>	<input type="checkbox"/>	24	Conspiracy or attempt to commit any of the criminal acts listed on this page.	<input type="checkbox"/>	<input type="checkbox"/>

By signing below I certify that I do not have any of the above listed disqualifying criminal offenses.

Also signing below indicates my understanding that I have a continuing obligation under Title 49, CFR, Parts 1542.209 and 1544.229 to disclose to Austin Water Utility within 24 hours if I plead guilty or nolo contendere ("no contest") to, have an adjudication withheld, have been convicted or found not guilty by reason of insanity to any of the disqualifying crimes listed on this application or the federal security regulations.

Also signing below indicates the information I have provided on this application is true, complete, and correct to the best of my knowledge and belief and is provided in good faith. I understand that a knowing and willful false statement on this application can be punished by fine or imprisonment or both. (See section 1001 of Title 18 United States Code.)

PRINT NAME

SIGNATURE

DATE



**ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS**

Solicitation: IFB 2200 PAT1014

Addendum No: 1

Date of Addendum: April 4, 2019

This addendum is to incorporate the following changes to the above referenced solicitation:

I. Questions:


(Q1) Will the City of Austin be willing to setup a job walk? We would need to know the what type of equipment and materials

(A1) The City is not planning to hold a Pre-Bid Conference or Job Walk for this solicitation. Below is additional information concerning the (3) Chlorine Storage Tanks.

- Manufactured and Certified by Dal-Worth Fabrication, Inc
- Horizontal, Steel, Pressure Vessel Tank with 9,567 water gallon capacity
- Built in 2004
- Tank are not a standard item and do not have a Model Number.

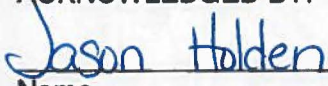
II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

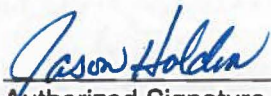
APPROVED BY:


Paul Trimble, Procurement Specialist II
Purchasing Office, 512-971-1714

4/10/19
Date

ACKNOWLEDGED BY:


Name


Authorized Signature

4/24/19
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



**ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS**

Solicitation: IFB 2200 PAT1014


Addendum No: 2

Date of Addendum: April 30, 2019

This addendum is to incorporate the following changes to the above referenced solicitation:

- I. **Extension:** The proposal due date is hereby extended until Tuesday, May 7, 2019 at 2:00 P.M.
- II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: _____


Paul Trimble, Procurement Specialist II
Purchasing Office, 512-974-1714

4/30/19
Date

ACKNOWLEDGED BY:

Jason Holden

Name

Jason Holden

Authorized Signature

5-20-19

Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.