



Amendment No. 2
to
Contract No. GA110000098
For
Powdered Activated Carbon
between
Cabot Norit Americas Inc.
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective September 8, 2013, the term for the extension option will be September 8, 2013 to September 7, 2014 and there is one remaining option.
- 2.0 The total Contract amount is increased by \$646,300.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 09/8/11 – 09/7/13	\$1,292,600.00	\$1,292,600.00
Amendment No. 1 : Name Change 8/21/13	\$0.00	\$1,292,600.00
Amendment No. 2 : Option 1 09/8/13 – 09/7/14	\$646,300.00	\$1,938,900.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date: _____

Printed Name: _____

Authorized Representative

G. MATERS
G. MATERS

Signature & Date: _____

Debbie DePaul, Contract Compliance Supervisor

City of Austin

Purchasing Office

Cabot Norit Americas Inc.
PO Box 790
Marshall, TX 75671



Financial and Administrative Service Department
Purchasing Office
PO Box 1088, Austin, Texas, 78767

September 7, 2011

Norit Americas, Inc.
P.O. Box 790
Marshall, TX 75671
ATTN: Ronald Thompson

Dear Mr. Thompson;

The Austin City Council has approved the execution of a contract with your company for powdered activated carbon for the Austin Water Utility Department.

Responsible Department:	Austin Water Utility Department
Department Contact Person:	Darrell Richmond
Department Contact Email Address:	Darrell.richmond@austintexas.gov
Department Contact Telephone:	(512) 972-0313
Project Name:	Powdered Activated Carbon
Contractor Name:	Norit Americas, Inc.
Contract Number:	GA110000098
Initial Contract Amount:	\$1,292,600
Contract Period:	9/8/2011 – 9/7/2013
Extension Options:	Two (2) twelve (12) month extension options
Extension Option Amounts:	\$646,300
Requisition Number:	2200-11012500148
Solicitation Number:	SSC0139
Agenda Item Number:	53
Council Approval Date:	7/28/11

A copy of the contract/purchase order will be forwarded by mail.

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,

Sydney Ceder
Senior Buyer
Purchasing Office
Financial and Administrative Services Department

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
Norit Americas, Inc. ("Contractor")
for
Powdered Activated Carbon
GA110000098**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Norit Americas, Inc. having offices at P.O. Box 790, Marshall, TX 75671 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number SSC0139.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 The City's Solicitation, Invitation for Bid (IFB), SSC0139 including all documents incorporated by reference
- 1.1.3 Norit Americas, Inc. Offer, dated 3/31/11, including subsequent clarifications

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract
- 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications

1.3 Quantity of Work. There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order.

1.4 Term of Contract. The Contract will be in effect for an initial term of twenty-four (24) months and may be extended thereafter for up to two (2) twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.5 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$1,292,600 for the initial Contract term and \$646,300 for each extension option as indicated in the Bid Sheet, IFB Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

1.6 This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and

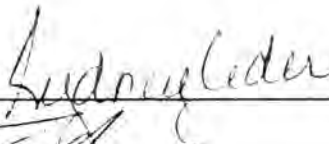
understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

CITY OF AUSTIN

Printed Name of

Authorized Person: Sydney Ceder



Signature:



Title:

Senior Buyer

Date

9/7/2011



Activated Carbon

March 31, 2011

City of Austin, TX
Municipal Building, Room 310
124 – West 8th Street
Austin, TX 78701

RE: Solicitation No. SSC0139
Due: April 5th 2011 @ 10:30 a.m.

Ladies and Gentlemen:

Thank you for the opportunity to bid on your requirements for powdered activated carbon. Norit Americas Inc. offers its HYDRODARCO® O powdered activated carbon for use in your potable water system. Our price will be held firm for the term of our agreement.

Enclosed is our Product Datasheet that describes specifications and lists typical properties of HYDRODARCO® O. This product complies with AWWA B600-96 guidelines, and is certified under ANSI/NSF Standard 61. HYDRODARCO® O is manufactured in the United States of America and all of Norit Americas' manufacturing facilities are ISO 9001:2000 Quality Certified.

I kindly request a copy of the bid tabulation when they become available. You may send them to my attention, along with all bid / contract correspondence. Please contact me at 903.935.4793 if I can be of assistance. We look forward to an opportunity to serve your activated carbon needs.

Sincerely,

Norit Americas Inc.

Danielle McKee
Inside Sales Assistant

Phone: 903.935.4793

Fax: 903.923.1035

dmckee@norit-americas.com

Enclosures:	Complete Original Bid Packet, including 2 copies	
	Product Datasheet	Affidavit of Compliance
	NSF Certification	Customer References
	Material Safety Data Sheet	Certificate of Insurance
	Sample, sent under separate cover	

INVITATION FOR BID
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

POWDERED ACTIVATED CARBON

IFB No.: SSC0139

Addendum No. 1

Date of Addendum: MARCH 17, 2011

- 1.0 Please incorporate the attached Bid Sheet, Section 0600, that has been revised to correct the bid opening date and time.
- 2.0 All other terms and conditions will remain the same.

BY THE SIGNATURES affixed below, Addendum No. 1 is hereby incorporated and made a part of the above-referenced Invitation for Bid.

APPROVED BY: _____

Sydney Ceder
Sydney Ceder, Senior Buyer
Finance and Administrative Services Department

ACKNOWLEDGED BY: _____

Bidder

Norit Americas Inc.

Authorized Signature

Date

3/31/11

RETURN ONE (1) COPY TO THE PURCHASING OFFICE, CITY OF AUSTIN, TEXAS PRIOR TO BID OPENING OR WITH YOUR BID. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR BID.

(CITY OF AUSTIN, TEX.) 3

Purchasing Office
INVITATION FOR BID (IFB)
Offer Sheet

SOLICITATION NO: SSC0139

COMMODITY/SERVICE DESCRIPTION: POWDERED ACTIVATED
CARBON

DATE ISSUED: MARCH 14, 2011

PRE-BID CONFERENCE TIME AND DATE: N/A

REQUISITION NO.: 2200-11012500148

LOCATION: N/A

COMMODITY CODE: 88508

FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT:

BID DUE PRIOR TO: 10:30 A.M. ON APRIL 5, 2011

Sydney Ceder

COMPLIANCE PLAN DUE PRIOR TO: N/A

BID OPENING TIME AND DATE: 10:30 A.M. ON APRIL 5, 2011

Senior Buyer

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 310, AUSTIN, TEXAS 78701


Phone: (512) 974-2035

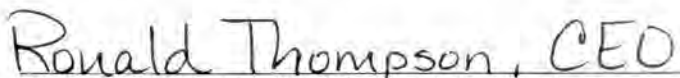
It is the policy of the City of Austin to involve certified Minority Owned Business Enterprises (MBEs) and Woman Owned Business Enterprises (WBEs) in City contracting. MBE and WBE goals for this Solicitation are contained in Section 0900.

All Contractors and Subcontractors must be registered to do business with the City prior to submitting a response to a City Solicitation. In the case of Joint Ventures, each individual business in the joint venture must be registered with the City prior to submitting a response to a City solicitation. If the Joint Venture is awarded a contract, the Joint Venture must register to do business with the City. Prime Contractors are responsible for ensuring that their Subcontractors are registered. Registration can be done through the City's on-line vendor registration system. Log onto <https://www.cityofaustin.org/purchase> and follow the directions.

SUBMIT 1 ORIGINAL AND 2 SIGNED COPIES OF RESPONSE

SOLICITATION TO:


Signature of Person Authorized to Sign Offer


Signer's Name and Title: (please print or type)

FEDERAL TAX ID NO. [REDACTED]

Date: 3/31/11

Company Name: Norit Americas Inc.

Address: P.O. Box 790

City, State, Zip Code: Marshall, Tx 75671

Phone No. (903) 935-4793

Fax No. (903) 923-1035

BELOW INFO MUST MATCH THE NAME AND ADDRESS ON INVOICE AND IN COMPANY PROFILE WITH CITY

Company "Remit To" Name: Norit Americas c/o JP Morgan Chase

Remit to Address: P.O. Box 970378

City, State, Zip Code: Dallas, Tx 75397-0378

Email Address:

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0600	BID SHEET	1
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0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT	2
0815	LIVING WAGES AND BENEFITS CONTRACTOR CERTIFICATION	N/A
0820	LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION	N/A
0825	WORK PLACE CONDITIONS AFFIDAVIT	N/A
0830	BUY AMERICAN ACT CERTIFICATE	N/A
0835	NONRESIDENT BIDDER PROVISIONS	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE or NO GOALS UTILIZATION PLAN	2
1000	"NO OFFER" RESPONSE FORM	1

All other Sections may be viewed at: <https://www.cityofaustin.org/purchase> by clicking the link to "Vendor Self Service (VSS)", sign in if registered, register, or use public access to follow the links to "Business Opportunities" and "Search for Solicitation."

RETURN FOLLOWING DOCUMENTS WITH BID/PROPOSAL/QUOTE/RESPONSE/SUBMITTAL**

- Cover Page Offer Sheet, 2 Pages
- Section 0600 Bid Sheet(s), 1 Page
- Section 0700 Reference Sheet (if required), 1 Page
- Sections 0800 - 0835 Certifications and Affidavits (return all applicable Sections), 5 Pages
- Section 0900 MBE/WBE Procurement Program Package or No Goals Utilization Plan, if applicable, 2 Pages
- Bid Guaranty (if required), N/A

**** See also Section 0200, Solicitation Instructions, Section 0400, Supplemental Purchase Provisions, and Section 0500, Scope of Work/Specification, for additional documents that must be submitted with the Offer.**

NOTES:

The Vendor agrees, if this Offer is accepted within 90 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

*** INCORPORATION OF DOCUMENTS.** Section 0100, Standard Purchase Definitions; Section 0200, Standard Solicitation Instructions; and Section 0300, Standard Purchase Terms and Conditions are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address: <http://www.ci.austin.tx.us/purchase/standard.htm>.

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office at the below address. 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.

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

P.O. Address for US Mail	Street Address for Hand Delivery or Courier Service
City of Austin	City of Austin, Purchasing Office
Purchasing Office	Municipal Building
P.O. Box 1088	124 W 8 th Street, Rm 310
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

Notes: Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered. Unless authorized in the Solicitation, telegraphic or facsimile Offers will not be accepted.

**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

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PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

releases and holds the City 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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PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

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 bycheck 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. RIGHT TO AUDIT:

- 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. The Contractor shall include section a. above in all subcontractor agreements entered into in connection with this Contract.

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.

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STANDARD PURCHASE TERMS AND CONDITIONS**

- 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.

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.

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- 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 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

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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.
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 49. 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

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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 6/01/98).

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 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 Contractor must submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

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- 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. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.
- 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. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall endeavor to 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 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

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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. **OWNERSHIP AND USE OF DELIVERABLES:** The City shall own all rights, titles, and interests throughout the world in and to the deliverables.
- A. **Patents.** As to any patentable subject matter contained in the deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.
- B. **Copyrights.** As to any deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such deliverables shall be considered as work made-for-hire by the Contractor for the City and

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the City shall own all copyrights in and to such deliverables, provided however, that nothing in this Paragraph 38 shall negate the City's sole or joint ownership of any such deliverables arising by virtue of the City's sole or joint authorship of such deliverables. Should by operation of law, such deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such deliverables to the City or at such other time as the City may request.

- C. **Additional Assignments.** The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the deliverables. The Contractor's obligation to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 38 a., b., and c. shall continue after the termination of this Contract with respect to such deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph 37 above.
39. **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.
40. **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.
41. **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.
42. **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.
43. **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.
44. **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.

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The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

45. **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.
46. **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.
47. **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.
48. **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.
49. **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.
50. **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,

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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.

51. **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.
52. **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
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.

53. **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.
54. **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.

55. **EQUAL OPPORTUNITY**

- A. **Equal Employment Opportunity:** No Offeror, or Offeror'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-

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

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 Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

56. 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.
- 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".

**BID SHEET
CITY OF AUSTIN
POWDERED ACTIVATED CARBON**

BID NO. SSC0139

RQM NO. 2200-11012500148

BID OPENING DATE AND TIME: 10:30 A.M. on April 5, 2011

BUYER: Sydney Ceder

Copies of Bid: Vendor must submit two copies of its signed bid - one original and one copy.

Special Instructions: Be advised that exceptions taken to any portion of the solicitations may jeopardize acceptance of the bid. **NOTE: Bid sheet contains estimated annual usage, but the initial contract award will be based on an estimated two (2) year quantity.**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
1	Powdered Activated Carbon - Ullrich Water Treatment Plant - 20-tons load	300	tons	\$1,240. ⁰⁰	\$372,000. ⁰⁰
	MFG. NAME: <u>Hydroadarco O</u>				
2	Powdered Activated Carbon - Davis Water Treatment Plant - 15-tons load	220	tons	\$1,240. ⁰⁰	\$272,800. ⁰⁰
	MFG. NAME: <u>Hydroadarco O</u>				
3	Freight charge for split deliveries as specified in paragraph 6.6 of the attached specification.	3	EA	\$500. ⁰⁰	\$1,500. ⁰⁰

Freight Classification:	<u>Bulk</u>
Current Freight rate:	<u>Included</u>
Shipping Location:	<u>Marshall, Tx</u>

DELIVERY SHALL BE MADE WITHIN **14 CALENDAR DAYS** AFTER RECEIPT OF ORDER EITHER VERBALLY OR IN WRITING.

DELIVERY TERMS: DELIVERY IS TO BE FOB DESTINATION, PREPAID AND ALLOWED

DELIVERY METHOD: minimum 30,000 lb bulk shipments

COMPANY NAME: Norit Americas Inc.

SIGNATURE OF AUTHORIZED REPRESENTATIVE: Ronald Thompson

PRINTED NAME: Ronald Thompson, CEO

EMAIL ADDRESS: dmckee@norit-americas.com

**CITY OF AUSTIN
PURCHASING OFFICE
REFERENCE SHEET**

Please Complete and Return This Form with the Offer

SOLICITATION NUMBER:

SSC0139

OFFEROR'S NAME:

Norit Americas Inc.

DATE:

3/31/11

The Offeror shall furnish, with the Offer, the following information, for at least insert # recent customers to whom products and/or services have been provided that are similar to those required by this Solicitation.

Please refer to attached "Customer Reference" sheet.

1. Company's Name

Name and Title of Contact

Present Address

City, State, Zip Code

Telephone Number

()

Fax Number ()

Email Address

2. Company's Name

Name and Title of Contact

Present Address

City, State, Zip Code

Telephone Number

()

Fax Number ()

Email Address

3. Company's Name

Name and Title of Contact

Present Address

City, State, Zip Code

Telephone Number

()

Fax Number ()

Email Address

4. Company's Name

Name and Title of Contact

Present Address

City, State, Zip Code

Telephone Number

()

Fax Number ()

Email Address

5. Company's Name

Name and Title of Contact

Present Address

City, State, Zip Code

Telephone Number

()

Fax Number ()

Email Address

Powdered Activated Carbon (PAC) Customer References

City of Edmonton
16911 – 188 Avenue
Edmonton, Alberta
Canada T5V 1H3

Contact: Beverly Ritchie
Phone: 780-447-8249
Fax: 780-451-1027

This is an 8-year municipal contract for the supply of powdered activated carbon in bulk shipments. Contract term runs from 2003 through 2011.

American Water Works Service Co.
3906 Church Road
Mount Laurel, NJ 08054

Contact: Gerald Coyne
Phone: 856-727-6219
Fax: 856-727-6258

This long-time account involves many different locations across the US. These locations use a various amount of carbon annually, use different products, and take a variety of delivery methods.

City of Minneapolis, MN
330 Second Avenue South, Suite 552
Minneapolis, MN 55401

Contact: Cheryl Groettum
Phone: 612-673-2197
Fax: 612-673-2106

This customer uses approximately 1,200,000 lbs of NORIT® 20BF PAC annually delivered in bulk for 2011.

City of Santa Barbara
310 East Ortega Street
Santa Barbara, CA 93101

Contact: Greg Corral
Phone: 805-564-5355
Fax: 805-897-1977

This contract is for approximately 1,200,000 lbs of HYDRODARCO® B PAC annually delivered in bulk during 2008 thru 2011.

City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NONDISCRIMINATION CERTIFICATION
SOLICITATION NO. SSC0139

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4 of the Code of the City of Austin (Discrimination in Employment by City Contractors) requires that at all times while acting as a Contractor (as defined under Chapter 5-4) a Contractor must agree:

- (1) Not to engage in any discriminatory employment practice defined in this chapter (including any later amendments or modifications).
- (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 form of compensation and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to the employees and applicants for employment, notices to be provided by the City 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 the City's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to insure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen 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.

Please check one of the following:

Norits policy is attached.....

- ☐ Our firm's nondiscrimination policy conforms to the requirements of City Code, Chapter 5-4-2-B, items (1) through (7) and will be sent to the City upon request.
- ☐ Our firm does not have an established nondiscrimination policy and will adopt the City's minimum standard shown below. Our firm will send the adopted policy on company letterhead to the City upon request.

Minimum Standard Nondiscrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the _____ (company name) will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The _____ (company name) 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.

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 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.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with this chapter.

Contractor's Name:

Norit Americas Inc.

Signature of Officer or
Authorized
Representative:

Ronald Thompson

Date:

3/31/11

Printed Name:

Ronald Thompson

Title

CEO

EQUAL EMPLOYMENT OPPORTUNITY

AFFIRMATIVE ACTION PLAN

STATEMENT OF POLICY

NORIT AMERICAS INC. IS AN EQUAL OPPORTUNITY EMPLOYER AND IS STRONGLY COMMITTED TO A POLICY OF NON-DISCRIMINATION IN THE HIRING AND PROMOTING OF APPLICANTS AND EMPLOYEES IN PURSUIT OF EQUALITY OF OPPORTUNITY IN EMPLOYMENT. EQUAL EMPLOYMENT OPPORTUNITY EXISTS WHEN EMPLOYMENT DECISIONS ARE MADE WITHOUT REGARD TO RACE, COLOR, NATIONAL ORIGIN, RELIGION, SEX, AGE OR HANDICAP.

NAI's Affirmative Action Plan confirms the Company's commitment to Equal Employment Opportunity through a positive program of specific policies and practices designed to ensure the full realization of Equal Employment Opportunity in all employment practices including (BUT NOT LIMITED TO) recruiting, hiring, transfers, promotions, training, compensation, benefits, layoffs and terminations.

The successful achievement of these objectives requires the total commitment of all NAI. officials, administrators and supervisory personnel. Managers will be held accountable for, and their performance appraisals will consider, their efforts to promote and support NAI's Equal Employment Opportunity/Affirmative Action Program and the goals it sets forth.

The Human Resources Department has been designated to direct the implementation of the plan; monitor its results; report progress periodically and seek to enforce its provisions.

The Affirmative Action Plan is the tangible expression NAI.'s commitment to Equal Employment Opportunity, which is one of the highest priorities of this administration. Therefore, I personally stand behind the principles and objectives outlined in NAI's Affirmative Action Plan.



Wayne Johnson, Human Resources Manager

City of Austin, Texas
NON-SUSPENSION OR DEBARMENT CERTIFICATION
SOLICITATION NO. SSC0139

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. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name:

Norit Americas Inc.

Signature of Officer
or Authorized
Representative:

Ronald Thompson

Date:

3/31/11

Printed Name:

Ronald Thompson

Title

CEO

**CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT
SOLICITATION NO. SSC0139**

**FOR
POWDERED ACTIVATED CARBON**

State of Texas

County of Travis

The undersigned "Affiant" is a duly authorized representative of the Offeror for the purpose of making this Affidavit, and, after being first duly sworn, has deposed and stated and hereby deposes and states, to the best of his or her personal knowledge and belief as follows:

The term "**Offeror**", as used herein, includes the individual or business entity submitting the Offer and for the purpose of this Affidavit includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and anyone or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

1. **Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:
 - a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
 - b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.
2. **Preparation of Solicitation and Contract Documents.** The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
3. **Participation in Decision Making Process.** The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract hereunder, no individual, agent, representative, consultant, subcontractor, or subconsultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
4. **Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.
5. **City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.
6. **Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:
 - a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;

**CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT**

- b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$250 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that OWNER is considering doing business with the Offeror.
- c. as required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7th) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:
<http://www.ci.austin.tx.us/cityclerk/coi.htm>

There are statutory penalties for failure to comply with Chapter 176.

If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation in the space provided below or, as necessary, on separate pages to be annexed hereto.

7. **Anti-Lobbying Ordinance.** As set forth in the Solicitation Instructions, Section 0200, paragraph 7N, between the date that the Solicitation was issued and the date of full execution of the Contract, Offeror has not made and will not make a representation to a member of the City Council, a member of a City Board, or any other official, employee or agent of the City, other than the Authorized Contact Person for the Solicitation, except as permitted by the Ordinance.

OFFEROR'S EXPLANATION:

Contractor's Name:

Norit Americas Inc.

Printed
Name:

Ronald Thompson

Title

CEO

Signature of Officer or Authorized Representative:

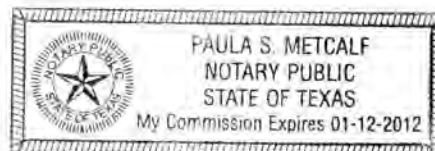
Ronald Thompson

Subscribed and sworn to before me this 1 day of April, 2011.

Paula Metcalf

Notary Public

My Commission Expires 01-12-2012



City of Austin, Texas
NONRESIDENT BIDDER PROVISIONS
SOLICITATION NO. SSC0139

- 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 principal 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: _____ Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____

Bidder's Name: Norit Americas Inc.

Signature of Officer or Authorized Representative:  Date: 3/31/11

Printed Name: Ronald Thompson

Title: CEO

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS FORM**

SOLICITATION NUMBER: SSC0139

PROJECT NAME: POWDERED ACTIVATED CARBON

The City of Austin has determined that no goals are appropriate for this project. Even though no goals have been established for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No ☒ If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope.


Yes ☐ If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, subconsultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though no goals have been established, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

Norit Americas Inc.
Company Name

Ronald Thompson, CEO
Name and Title of Authorized Representative (Print or Type)


Signature

3/31/11
Date



Activated Carbon

March 31, 2011

City of Austin, TX
Municipal Building, Room 310
124 – West 8th Street
Austin, TX 78701

RE: Solicitation No. SSC0139
Due: April 5th 2011 @ 10:30 a.m.

AFFIDAVIT OF COMPLIANCE

By this affidavit, Norit Americas Inc. guarantees that HYDRODARCO® O meet the specifications of the National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standard 60, and American Water Works Association (AWWA) Standard #AWWA-B-600 for Powdered Activated Carbon. Norit Americas Inc. certifies that the Powdered Activated Carbon is, and has always been, domestically produced.

Further, Affiant saith not

Norit Americas Inc.

Danielle McKee
Inside Sales Assistant

DATASHEET

No. 1108
Sep 2007

HYDRODARCO® O

POWDERED ACTIVATED CARBON

HYDRODARCO O is a powdered activated carbon produced by steam activation of lignite coal under carefully controlled conditions. It contains an orthophosphate additive and is finely milled to obtain a high degree of suspendability in water.

Treatment of Potable Water Supplies

HYDRODARCO O has a very high capacity for removal of tastes, odors, and other organics from potable water supplies. It is the most effective water treatment carbon available for the removal of tannins and humic acids. These are precursors of trihalomethanes and are major contributors to color and taste.

HYDRODARCO O is especially effective for removing the extremely odorous compounds geosmin and methylisoborneol from raw surface waters.

HYDRODARCO O meets the physical and performance requirements of AWWA B600 standards for powdered activated carbon as measured by NORIT test methods. The product is Kosher certified and meets ANSI/NSF Standard 61 with a maximum use level of 250 mg/L.

Product Specifications

Molasses decolorizing efficiency	75 min.
Iodine number, mg/g	500 min.
Moisture, % as packed	8 max.
Mesh size (U.S. Sieve Series)	
Less than 100 mesh (150 µm), %	99 min.
Less than 200 mesh (75 µm), %	95 min.
Less than 325 mesh (45 µm), %	90 min.

Typical Properties*

Tannin value, mg/L	200
pH, water extract	Alkaline
Bulk density, tamped, g/mL	0.51
lb/ft ³	32

*For general information only, not to be used as purchase specifications.

Packaging/Transportation

Standard package is 40 lb bags, 50 bags per pallet for a net pallet weight of 2000 lb. Alternate packages include bulk trailers, and woven polypropylene bulk bags, 900 lb net, with a glued plastic liner.

Activated carbon (NOT REGULATED)

Exempt from DOT, IATA, and IMDG regulations

Import/Export classification: 3802.10.0000 (HS Tariff Classification)

Domestic Freight Classification: NMFC 040560

CAS # 7440-44-0

(continued on reverse side)

DATASHEET

No. 1108
Sep 2007

HYDRODARCO® O

(continued)

Material Handling

Wet activated carbon depletes oxygen from air and, therefore, dangerously low levels of oxygen may be encountered. Whenever workers enter a vessel containing activated carbon, the vessel's oxygen content should be determined and work procedures for potentially low oxygen areas should be followed. Appropriate protective equipment should be worn. Avoid inhalation of excessive carbon dust. No problems are known to be associated in handling this material. This product contains silica. Please see the product Material Safety Data Sheet for details. Long-term inhalation of high dust concentrations can lead to respiratory impairment. Use forced ventilation or a dust mask when necessary for protection against airborne dust exposure (see Code of Federal Regulations - Title 29, Subpart Z, par. 1910.1000, Table Z-3).

Note: Any specification given was valid at time of issuance of the publication. However, we maintain a policy of continuous development and reserve the right to amend any specification without notice.



OFFICIAL LISTING

NSF International Certifies that the products appearing on this Listing conform to the requirements of
NSF/ANSI Standard 61 - Drinking Water System Components - Health Effects

This is the Official Listing recorded on October 6, 2010.

Norit Americas Inc.
3200 University Avenue
P.O. Box 790
Marshall, TX 75671
903-935-4713

Facility: # 1 USA

Trade Designation	Size	Process Media	
		Water Contact Temp	Water Contact Material
Powdered Activated Carbon			
HYDRODARCO B ^[1] ^[2]	100 mesh	CLD 23	PAC

[1] Certified for a maximum use level of 250 mg/L.

[2] The carbon source is coal.

NOTE: All Listed products from this facility are NSF Certified, whether or not they bear the NSF Mark.

NOTE: Certified for water treatment plant applications.
This product has not been evaluated for point of use applications.

Facility: Marshall, TX

Trade Designation	Size	Process Media	
		Water Contact Temp	Water Contact Material
Granular Activated Carbon ^[1]			
DARCO® 4x12	4 x 12 mesh	CLD 23	GAC
DARCO® 12x20	12 x 20 mesh	CLD 23	GAC
DARCO® 12x40	12 x 40 mesh	CLD 23	GAC
DARCO® 20x40	20 x 40 mesh	CLD 23	GAC
DARCO® 80x325	80 x 325 mesh	CLD 23	GAC
DARCO® 20x50	20 x 50 mesh	CLD 23	GAC
HYDRODARCO® 3000	8 x 30 mesh	CLD 23	GAC
HYDRODARCO® 4000	12 x 40 mesh	CLD 23	GAC
HYDRODARCO® 816	8 x 16 mesh	CLD 23	GAC
HYDRODARCO® 820	8 x 20 mesh	CLD 23	GAC
Powdered Activated Carbon ^[1] ^[2]			
DARCO® S-51	NA	CLD 23	PAC
DARCO® S-51 FF	NA	CLD 23	PAC
DARCO® S-51 HF	NA	CLD 23	PAC
HYDRODARCO® B	[3]	CLD 23	PAC
HYDRODARCO® C	[3]	CLD 23	PAC
HYDRODARCO® P	[3]	CLD 23	PAC

Note: Additions shall not be made to this document without prior evaluation and acceptance by NSF International.



HYDRODARCO® R	[3]	CLD 23	PAC
HYDRODARCO® W	[3]	CLD 23	PAC
HYDRODARCO® O	[3]	CLD 23	PAC
HYDRODARCO® AL	NA	CLD 23	PAC

[1] Carbon source is lignite coal.

[2] Certified for a maximum use level of 250 mg/L.

[3] Certified for the following mesh sizes: 100, 200 and 325.

NOTE: All Listed products from this facility are NSF Certified, whether or not they bear the NSF Mark.

NOTE: Certified for water treatment plant applications.
This product has not been evaluated for point of use applications.

Facility: Pryor, OK

Process Media

Trade Designation	Size	Water Contact Temp	Water Contact Material
Powdered Activated Carbon [1] [2]			
NORIT PAC 200	200 mesh	CLD 23	PAC
NORIT PAC 20B	200 mesh	CLD 23	PAC
NORIT PAC 20BF	325 mesh	CLD 23	PAC
Granular Activated Carbon			
Norit GAC 1020 [1]	10 x 20 mesh	CLD 23	GAC
Norit GAC 1240 [1]	12 x 40 mesh	CLD 23	GAC
Norit GAC 1240 Plus [1]	12 x 40 mesh	CLD 23	GAC
Norit GAC 1240 Plus AQ [1]	12 x 40 mesh	CLD 23	GAC
Norit GAC 1240 Plus N [1]	12 x 40 mesh	CLD 23	GAC
Norit GAC 250 [1]	20 x 50 mesh	CLD 23	GAC
Norit GAC 300 [1]	8 X 30 mesh	CLD 23	GAC
Norit GAC 30S [1]	8 x 30 mesh	CLD 23	GAC
Norit GAC 400 [1]	12 x 40 mesh	CLD 23	GAC
Norit GAC 400 Plus [1]	12 x 40 mesh	CLD 23	GAC
Norit GAC 40S [1]	12 x 40 mesh	CLD 23	GAC
Norit GAC 40SAB [1]	12 x 40 mesh	CLD 23	GAC
Norit GAC 610 [1]	6 x 10 mesh	CLD 23	GAC
Norit GAC 816 [1]	8 x 16 mesh	CLD 23	GAC
Norit GAC 820 [1]	8 x 20 mesh	CLD 23	GAC
Norit GAC 820E [1]	8 x 20 mesh	CLD 23	GAC
Norit GAC 830 [1]	8 x 30 mesh	CLD 23	GAC
Norit GAC 830 Plus [1]	8 x 30 mesh	CLD 23	GAC

[1] The carbon source is bituminous coal.

[2] This product is Certified with a maximum use level of 250 mg/L.

NOTE: All Listed products from this facility are NSF Certified, whether or not they bear the NSF Mark. Carbon source is bituminous coal and sub-bituminous coal.

NOTE: Certified for water treatment plant applications.
This product has not been evaluated for point of use applications.

Note: Additions shall not be made to this document without prior evaluation and acceptance by NSF International.

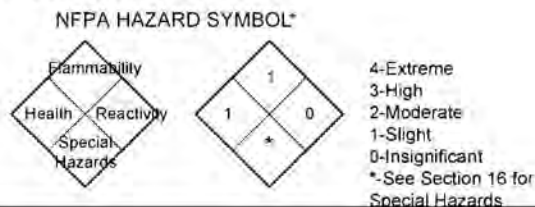


Activated Carbon

MATERIAL SAFETY DATA SHEET

Norit MSDS No. 118
Revision Date: August 11, 2010
Revision No. 03

Norit Activated Carbons



1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

Norit Americas Inc. **3200 West University Avenue** **Marshall, TX 75670**
Emergency Telephone Numbers:
Chem-tel (800) 255-3924 (24 hour) Sales Office (800) 641-9245 Marshall Plant (903) 923-1000
Names used on product labels:

HYDRODARCO® O

HYDRODARCO® P

HYDRODARCO® is a registered trademark of Norit Americas Inc.

Chemical Name • Activated Carbon
Product Use • Liquid and vapor applications (purification, decolorization, separation, and deodorization)

2. COMPOSITION / INFORMATION ON INGREDIENTS

IDENTITY	CAS NO.	%
Activated Carbon	7440-44-0	> 95
Orthophosphate Blend		< 5

3. HAZARDS IDENTIFICATION

EMERGENCY OVERVIEW:

S51T is an odorless black powder. **Activated carbon (especially when wet) can deplete oxygen from air in enclosed spaces, and dangerously low levels of oxygen may result.** When workers enter a vessel containing activated carbon, follow procedures for potentially low oxygen. Workers should also take appropriate precautions when dealing with spent (used) activated carbons, which may exhibit properties of adsorbed materials.

POTENTIAL HEALTH EFFECTS:

Medical conditions aggravated by exposure: None documented

Routes of Exposure:

Eyes: • Not corrosive, but like most particulate materials, may cause mild physical irritation.
Skin: • Not corrosive and not a primary skin irritant. Mild irritation is possible due to abrasive action of dust.
Ingestion: • No known deleterious effects.
Inhalation: • Possible mild irritation of respiratory tract due to drying and abrasive actions of dust.
Chronic Effects: • IARC: Not listed • NTP: Not listed • OSHA: Not regulated

For additional information, see Section 16.

* Reprinted with permission from NFPA 704, Identification of the Fire Hazards of Materials, Copyright © 1992, National Fire Protection Association, Quincy, MA 02269. This reprinted material is not the complete and official position of the National Fire Protection Association, on the referenced subject which is represented only by the standard in its entirety.

4. FIRST AID MEASURES

- Skin: • Wash material off the skin with soap and water. Seek medical attention if irritation occurs.
- Eyes: • Flush with copious amounts of water. Seek medical attention if irritation occurs.
- Ingestion: • Give one or two glasses of water to drink. Seek medical attention if gastrointestinal symptoms develop.
- Inhalation: • Remove to fresh air. Seek Medical attention if cough or respiratory symptoms develop
-

5. FIRE FIGHTING MEASURES

- Flashpoint • Not Applicable.
- Non-flammable • OSHA Method 16CFR1500.44 (Incorporated by reference in 29CFR1910.1200)
- Not Self Heating • UN Manual of Tests and Criteria, Test N.3.
- Flammability Limits in Air • LFL, and UFL Not Applicable

GENERAL HAZARD:

Activated carbon is difficult to ignite and tends to burn slowly (smolder) without producing smoke or flame. Toxic gases will form upon combustion.

FIRE FIGHTING INSTRUCTIONS:

If possible to do safely, move smoldering activated carbon to a non-hazardous area, preferably out of doors. Extinguish fire using water fog, fine water spray, carbon dioxide or foam. Avoid stirring up dust clouds.

FIRE FIGHTING EQUIPMENT:

Fire fighting personnel should wear full protective equipment including self-contained breathing apparatus (SCBA) for all inside fires and large outdoor fires.

HAZARDOUS COMBUSTION PRODUCTS:

Products may include smoke and oxides of carbon and oxides of phosphorous. Materials allowed to smolder for long periods in enclosed spaces, may produce amounts of carbon monoxide, which reach the lower explosive limit (carbon monoxide LEL = 12.5% in air). Under certain conditions, any airborne dust may be an explosion hazard.

6. ACCIDENTAL RELEASE MEASURES

IF A SPILL OR LEAK OCCURS:

Clean up spills in a manner that does not disperse dust into the air. Handle in accordance with good industrial hygiene and safety practices. These practices include avoiding unnecessary exposure, and removal of material from eyes, skin, and clothing.

DISPOSAL METHOD:

Dispose of virgin (unused) carbon (waste or spillage) in a facility permitted for non-hazardous wastes. Spent (used) carbon should be disposed of in accordance with applicable laws.

CONTAINER DISPOSAL:

Do not reuse empty bags. Dispose of in facility permitted for non-hazardous wastes.

7. HANDLING AND STORAGE

- Storage Temperature: • Ambient
- Storage Pressure: • Atmospheric
- Handling: • Follow good handling and housekeeping practices to minimize spills, generation of airborne dusts, and accumulation of dusts on exposed surfaces.
- Use with adequate exhaust ventilation to draw dust away from workers' breathing zones.
- Prevent or minimize exposures to dusts by using appropriate respirators, gloves, and eye protection.
- Wash exposed skin areas thoroughly with soap and water after handling.
- Storage: • Product should be stored in a closed dry container. Maintain good housekeeping procedures. Store away from strong oxidizers such as ozone, liquid oxygen, chlorine, permanganate, etc.

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

- Engineering Controls: • Use local exhaust ventilation to control emissions near the source.
- Eye Protection: • Safety glasses with side shields are recommended for any type of handling. Where eye contact or dusty conditions may be likely, dust tight goggles are recommended. Have eye flushing equipment available.
- Skin Protection: • Avoid skin contact with this product. Wear appropriate dust resistant clothing. Wash contaminated clothing and clean protective equipment before reuse. Wash skin thoroughly after handling.
- Respiratory Protection: • Keep dust exposure to a minimum with engineering and administrative controls. Use appropriate NOISH/MSHA approved particulate respirators if necessary. Observe respirator use limitations specified by NOISH/MSHA or the manufacturer.

Airborne Exposure Guidelines:

Recommended Exposure Limits 8-hr TWA	Activated Carbon
Total Dust	2.1 mg/m ³ *
Respirable Fraction	0.7 mg/m ³ *

*OSHA and ACGIH have not established specific exposure limits for this material. These guidelines are based on a conservatively high concentration of silica quartz (12%). Actual airborne silica concentrations may be much lower. If so, the PEL or TLV would be higher. No ceiling or short-term exposure limits have been set by OSHA or ACGIH.

9. PHYSICAL AND CHEMICAL PROPERTIES

Boiling Point, C:	• NA	Freezing Point, C:	• NA
Bulk Density	• 15-35 lbs/ft ³	% Volatiles	• NA
Vapor Pressure	• NA	Solubility in Water	• Activated Carbon is Insoluble
Vapor Density	• NA		• Orthophosphate is soluble
Evaporation Rate	• NA	Appearance and Odor of mixture	• Black powder with no odor

NA - Not applicable

10. STABILITY AND REACTIVITY DATA

- Stability: • This product is considered stable under the specified conditions of storage, shipment and use.
- Incompatibility: • Contact with strong oxidizers such as ozone, liquid oxygen, chlorine, permanganate, etc. may result in rapid combustion. Avoid contact with strong acids.
- Hazardous Decomposition Products: • Oxides of Carbon, POx, Na₂O
- Hazardous Polymerization: • Does not occur.

11. TOXICOLOGICAL INFORMATION

Orthophosphate is very mildly toxic by ingestion.

12. ECOLOGICAL INFORMATION

This material, in its original state, is not harmful to the environment.

13. DISPOSAL CONSIDERATIONS

Activated carbon, in its original state, is not a hazardous material or hazardous waste. Follow applicable governmental regulations for waste disposal.

Used activated carbon may become classified as a hazardous waste depending upon the application. Follow applicable regulations for disposal.

14. TRANSPORT INFORMATION

DOT (Department of Transportation)

Proper Shipping Name:	• Activated carbon (Not DOT Regulated)
Hazard Class:	• Not applicable.
UN Number:	• Not applicable.
Packing Group:	• Not applicable.
Freight Classification:	• STCC Code - #2899643 NMFC #040560

15. REGULATORY INFORMATION

FEDERAL REGULATIONS:

OSHA Hazard Communication Standard, 29CFR1910.1200:	• See "Particulates not otherwise regulated," in Table Z-1, of 29CFR1910.1000, "Limits For Air Contaminates"
CERCLA/SUPERFUND, 40CFR117, 302:	• Notification of spills of this material is not required.
SARA/SUPERFUND:	• Section 302 - Extremely hazardous substances (40CFR355): This product is not listed as an extremely hazardous substance.
	• Section 313 - List of toxic chemicals: This product is not listed.
Toxic Substances Control Act, 40CFR710:	• This product is on the inventory list.
Resource Conservation and Recovery Act:	• This product, in its original state, does not meet the criteria of hazardous waste.

STATE REGULATIONS:

California Occupational Safety and Health:	• Silica is listed on the "Hazardous Substances List."
Massachusetts Substance List:	• Quartz is listed as a hazardous substance.
New Jersey Right-to-Know:	• Silica is listed on the Hazardous Substance List.
Pennsylvania Right-to-Know:	• Quartz is listed on the Hazardous Substance List.

WHMIS CLASSIFICATION:

- Not controlled.

16. OTHER INFORMATION

Activated carbon can be safely stored in any normal storage area, but away from sources of direct heat.

WARNING: Activated carbon (especially when wet) can deplete oxygen from the air, and dangerously low levels of oxygen may result. When workers enter a vessel containing activated carbon, procedures for potentially low oxygen areas should be followed.

Activated carbons are not listed as potential carcinogens by any agency. Activated carbons produced from lignite may contain crystalline silica, which has been listed as a potential carcinogen of the lungs by the International Agency for Research on Cancer (IARC) and the National Toxicology Program (NTP). Much of the silica is inextricably bound within the particles of activated carbon, and does not present a substantial health hazard. Because Norit Americas adheres to a very conservative position regarding all health and safety matters, we recommend and follow a practice of requiring respiratory protection whenever there is any evidence of airborne dust.

The information herein is given in good faith but no warranty, expressed or implied, is made.

REVISION SUMMARY:

REV 03 Added new product, HYDRODARCO P, to Section 1.

REV 02: New format

REV 01: Changed the company address in Section 1.

The information herein is given in good faith but no warranty, expressed or implied, is made.

AGENDA



Recommendation for Council Action (Purchasing)

Austin City Council	Item ID:	7556	Agenda Number	53.
Meeting Date:	July 28, 2011			
Department:	Purchasing			
Subject				
<p>Authorize award and execution of a 24-month requirements contract with NORIT AMERICAS, INC., Marshall, TX, for the purchase of powdered activated carbon for the Austin Water Utility in an estimated amount not to exceed \$1,292,600, with two 12-month extension options in an estimated amount not to exceed \$646,300 per extension option, for a total estimated contract amount not to exceed \$2,585,200.</p>				
Amount and Source of Funding				
<p>Funding in the amount of \$53,859 is available in the Fiscal Year 2010-2011 Operating Budget of the Austin Water Utility. Funding for the twenty-three remaining months of the original contract period and extension options is contingent upon available funding in future budgets.</p>				
Fiscal Note				
<p>There is no unanticipated fiscal impact. A fiscal note is not required.</p>				
Purchasing Language:	Lowest bid meeting specification of five bids received.			
Prior Council Action:				
For More Information:	Sydney Ceder, Sr. Buyer/974 2035			
Boards and Commission Action:	Recommended by the Water and Wastewater Commission.			
MBE / WBE:	This contract will be awarded in compliance with Chapter 2-9D of the City Code (Minority-Owned and Women-Owned Business Enterprise Procurement Program). No subcontracting opportunities were identified; therefore, no goals were established for this solicitation.			
Related Items:				
Additional Backup Information				

This contract will provide the Austin Water Utility (AWU) with a readily available supply of powdered activated carbon that will be purchase on an as needed basis. Powdered activated carbon is a non-toxic water treatment chemical used to control taste and odor in the treatment of tap water. This chemical has been approved by the Environmental Protection Agency and the Texas Commission on Environmental Quality.

MBE/WBE solicited: 3/2

MBE/WBE bid: 0/0

BID TABULATION
IFB No. SSC0139
POWDERED ACTIVATED CARBON
(520 tons)

<u>VENDOR</u>	<u>TOTAL ANNUAL BID</u>
Norit Americas, Inc. Marshall, Texas	\$646,300
F2 Industries, LLC Smyrna, Tennessee	\$624,000*
Jacobi Carbons, Inc. Columbus, Ohio	\$696,400*
Calgon Carbon Corporation Pittsburgh, Pennsylvania	\$762,300*
Standard Purification Dunnellon, Florida	**

*Vendors products did not pass the laboratory tests outlined in the specification.

**Bidder submitted alternate bids.

A copy of the bid tabulation is on file in the Purchasing Office and is on the City of Austin, FASD Purchasing Office website.

PRICE ANALYSIS

- a. Adequate competition.
- b. Ninety-four notices were sent, including three MBEs and two WBEs. Five bids were received, with no response from the MBEs/WBEs. Two "No Bid" responses were received.
- c. The pricing offered represents an approximate 10% increase from the last contract award March 2008.

APPROVAL JUSTIFICATION

Approved 5/25/11
[Signature]

CITY OF AUSTIN
RECOMMENDATION FOR COUNCIL ACTION
VENDOR NAME: NORIT AMERICAS, INC.

AGENDA DATE: 7/28/11
PAGE 1 OF 2

SUBJECT: Authorize award and execution of a 24-month requirements contract with **NORIT AMERICAS, INC.**, Marshall, TX, for the purchase of powdered activated carbon for the Austin Water Utility in an estimated amount not to exceed \$1,292,600, with two 12-month extension options in an estimated amount not to exceed \$646,300 per extension option, for a total estimated contract amount not to exceed \$2,585,200.

AMOUNT & SOURCE OF FUNDING: Funding in the amount of \$53,859 is available in the Fiscal Year 2010-2011 Operating Budget of the Austin Water Utility. Funding for the twenty-three remaining months of the original contract period and extension options is contingent upon available funding in future budgets.

FISCAL NOTE: There is no unanticipated fiscal impact. A fiscal note is not required.

PURCHASING: Lowest bid meeting specification of five bids received.

PRIOR COUNCIL ACTION: N/A

BOARD AND COMMISSION ACTION: Reviewed by the Water and Wastewater Commission on July 13, 2011.

MBE/WBE: This contract will be awarded in compliance with Chapter 2-9D of the City Code (Minority-Owned and Women-Owned Business Enterprise Procurement Program). No subcontracting opportunities were identified; therefore, no goals were established for this solicitation.

FOR MORE INFORMATION CONTACT: Sydney Ceder, Sr. Buyer/974-2035

This contract will provide the Austin Water Utility (AWU) with a readily available supply of powdered activated carbon that will be purchase on an as needed basis. Powdered activated carbon is a non-toxic water treatment chemical used to control taste and odor in the treatment of tap water. This chemical has been approved by the Environmental Protection Agency and the Texas Commission on Environmental Quality.

Carolyn
5/25/11
MBE/WBE solicited: 3/2

MBE/WBE bid: 0/0

BID TABULATION

**IFB No. SSC0139
POWDERED ACTIVATED CARBON
(520 tons)**

<u>VENDOR</u>	<u>TOTAL ANNUAL BID</u>
Norit Americas, Inc. Marshall, Texas	\$646,300.00
F2 Industries, LLC Smyrna, Tennessee	\$624,000.00*
Jacobi Carbons, Inc. Columbus, Ohio	\$696,400.00*
Calgon Carbon Corporation Pittsburgh, Pennsylvania	\$762,300.00*
Standard Purification Dunnellon, Florida	**

*Vendors products did not pass the laboratory tests outlined in the specification.

** Bidder submitted alternate bids.

A copy of the bid tabulation is on file in the Purchasing Office and is on the City of Austin, FASD Purchasing Office website.

PRICE ANALYSIS

- Adequate competition.
- Ninety-four notices were sent, including three MBEs and two WBEs. Five bids were received, with no response from the MBEs/WBEs. Two "No Bid" responses were received.
- The pricing offered represents an approximate 10% increase from the last contract award March 2008.
- Norit Americas, Inc. is the current provider.

APPROVAL JUSTIFICATION

- Lowest responsive bid received.
- The Purchasing Office concurs with the Austin Water Utility's recommended award.
- Advertised in the Austin American-Statesman and on the Internet.

SUBJECT: Authorize award and execution of a 24-month requirements contract with **NORIT AMERICAS, INC.**, Marshall, TX, for the purchase of powdered activated carbon for the Austin Water Utility in an estimated amount not to exceed \$1,292,600, with two 12-month extension options in an estimated amount not to exceed \$646,300 per extension option, for a total estimated contract amount not to exceed \$2,585,200.

AMOUNT & SOURCE OF FUNDING: Funding in the amount of \$53,8589 is available in the Fiscal Year 2010-2011 Operating Budget of the Austin Water Utility. Funding for the twenty-three remaining months of the original contract period and extension options is contingent upon available funding in future budgets.

FISCAL NOTE: There is no unanticipated fiscal impact. A fiscal note is not required.

PURCHASING: Lowest bid meeting specification of five bids received.

PRIOR COUNCIL ACTION: N/A

BOARD AND COMMISSION ACTION: Reviewed by the Water and Wastewater Commission on July 13, 2011.

MBE/WBE: This contract will be awarded in compliance with Chapter 2-9D of the City Code (Minority-Owned and Women-Owned Business Enterprise Procurement Program). No subcontracting opportunities were identified; therefore, no goals were established for this solicitation.

FOR MORE INFORMATION CONTACT: Sydney Ceder, Sr. Buyer/974-2035

This contract will provide the Austin Water Utility (AWU) with a readily available supply of powdered activated carbon that will be purchase on an as needed basis. Powdered activated carbon is a non-toxic water treatment chemical used to control taste and odor in the treatment of tap water. This chemical has been approved by the Environmental Protection Agency and the Texas Commission on Environmental Quality.

MBE/WBE solicited: 3/2

MBE/WBE bid: 0/0

BID TABULATION

**IFB No. SSC0139
POWDERED ACTIVATED CARBON
(520 tons)**

<u>VENDOR</u>	<u>TOTAL ANNUAL BID</u>
Norit Americas, Inc. Marshall, Texas	\$646,300.00
F2 Industries, LLC Smyrna, Tennessee	\$624,000.00*
Jacobi Carbons, Inc. Columbus, Ohio	\$696,400.00*
Calgon Carbon Corporation Pittsburgh, Pennsylvania	\$762,300.00*
Standard Purification Dunnellon, Florida	**

*Vendors products did pass the laboratory tests outlined in the specification.

** Bidder submitted alternate bids.

A copy of the bid tabulation is on file in the Purchasing Office and is on the City of Austin, FASD Purchasing Office website.

PRICE ANALYSIS

- a. Adequate competition.
- b. Ninety-four notices were sent, including three MBEs and two WBEs. Five bids were received, with no response from the MBEs/WBEs. Two "No Bid" responses were received.
- c. The pricing offered represents an approximate 10% increase from the last contract award March 2008.
- d. Norit Americas, Inc. is the current provider.

APPROVAL JUSTIFICATION

- a. Lowest responsive bid received.
- b. The Purchasing Office concurs with the Austin Water Utility's recommended award.
- c. Advertised in the Austin American-Statesman and on the Internet.



City of Austin

Financial and Administrative Services Department
Purchasing Office
P. O. Box 1088, Austin, TX 78767

(512) 974-2500

May 26, 2011

SNR Technologies
20406 Autumn Shore Drive
Katy, TX 77450
ATTN: Salil Sen

Re: Invitation for Bid: SSC0139
Bid Opening: April 5, 2011 prior to 10:30 A.M.

The bid submitted by your firm for the above referenced Invitation for Bid was received late and cannot be accepted. The bid was due April 5, 2011 prior to 10:30 a.m. and was received in the Purchasing Office on April 5, 2011 at 10:52 a.m. Your bid is being returned for your reference and disposition.

Thank you for your interest and participation in this bid.

Sincerely,

Sydney Ceder, Senior Buyer
Purchasing Office
Finance and Administrative Services

Enclosure



CITY OF AUSTIN
PURCHASING DEPARTMENT
INVITATION FOR BID EVALUATION

April 20, 2011

To: Darrell Richmond
Austin Water Utility

From: Sydney Ceder, Senior Buyer

Re: IFB SSC0139
Requisition: 2200-1102500148

Please evaluate the attached bids and provide your comments on each applicable factor for your recommended supplier. You may email/inter-office mail or fax your response to my attention.

FACTORS:

1. Purchase Price
2. Unacceptable deviation from City specifications
3. Justification for high-performance (either equipment, productivity, reduced downtime, other factors)
4. Cost to operate, maintain or consume
5. Service
6. Disposal value
7. Other:

Completed by: D. Richmond Title: Sr. Buyer
Date: 4-21-11

After evaluating the bids received the Austin Water Utility recommends award to:

Nortec Americas, Inc. Price: \$ 646,300

Concur: D. Richmond Date: 4-21-11

Concur: _____ Date: _____
Purchasing Department

* Note: low bidder Standard Purification was disqualified for submitting 26.25 and the 2nd low bidder did not meet test specifications.
AK

The information contained in this bid tabulation is for information only and does not constitute actual award/execution of a contract.

**BID TABULATION
CITY OF AUSTIN
POWERED ACTIVATED CARBON**

BID NO. SSC0139

RX NO. 2200 11012500148

DATE: 4/5/2011

BUYER: Sydney Ceder

Special Instructions: Be advised that exceptions taken to any portion of the solicitations may jeopardize acceptance of the bid.

Vendor Name				Standard Purification		F2 Industries, LLC.		Norit Americas Inc.	
City, State				Dunnellon, FL		Smyrna, TN		Marshall, TX	
MBE/WBE									
ITEM NO.	ITEM DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Powered Activated Carbon- Ullrich Water Treatment Plant -20-tons load	300	TONS	\$1,014.00	\$304,200.00	\$1,200.00	\$360,000.00	\$1,240.00	\$372,000.00
2	Powered Activated Carbon - Davis Water Treatment Plant -15-tons load	220	TONS	\$1,084.00	\$238,480.00	\$1,200.00	\$264,000.00	\$1,240.00	\$272,800.00
3	Freight charge for split deliveries as specified 6.6 of the attached specification	3	EA	\$100.00	\$300.00	No Charge	No Charge	\$500.00	\$1,500.00
TOTAL BID				\$542,980.00		\$624,000.00		\$646,300.00	
Vendor Name				Jacobi Carbons, Inc.		Calgon Carbon Corp.			
City, State				Columbus, OH		Pittsburgh, PA			
MBE/WBE									
ITEM NO.	ITEM DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Powered Activated Carbon- Ullrich Water Treatment Plant -20-tons load	300	TONS	\$1,320.00	\$396,000.00	\$1,440.00	\$432,000.00		
2	Powered Activated Carbon - Davis Water Treatment Plant -15-tons load	220	TONS	\$1,360.00	\$299,200.00	\$1,500.00	\$330,000.00		
3	Freight charge for split deliveries as specified 6.6 of the attached specification	3	EA	\$400.00	\$1,200.00	\$100.00	\$300.00		
TOTAL BID				\$696,400.00		\$762,300.00			

Prepared By: Julia Ramirez

Approved By: Sydney Ceder

Bid No:	550139	Meeting Date:	4-5-11
Buyer:	Sydney Cedar	Place/Room:	Purchasing Office

5560139

4-5-10

Sydney Cedar

Purchasing Office

[illegible]

Solicitation Type & Number: IFB SSC0139
Solicitation Description: POWDERED ACTIVATED CARBON
Bid Opening Date & Time: 4/5/2011 @ 10:30 AM
Pre-Bid Information: NA

<u>Vendor's Name</u>	<u>Rec'd By</u>	<u>Date & Time Rec'd</u>
✓ 1 Klenzoid Equipment	PBD	3-15-11 @ 7:47am - No Bid
✓ 2 Geotech Equipment	CJA	3-21-11 @ 10:49am - no bid
✓ 3 Long Julian ^{STANDARD} Purification	PBD	4-1-11 @ 10:26am
✓ 4 Prizon Carbon	PBD	4-4-11 @ 8:06am
✓ 5 Norit Americas Inc	PBD	4-4-11 @ 8:06am
✓ 6 Jacobi Carbons Inc	PBD	4-4-11 @ 9:51am
✓ 7 Kimberly-Clark F2 INDUSTRIES LLC	PBD	4-5-11 @ 7:43am
✓ 8 Jacobi Carbons Inc	PBD	4-5-11 @ 9:52am
9		
10		
11		
12		
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14		
15		
16		
17		
18		
19		
20		

Bids Distributed By:

Pam Lassett

Bids Received By:

Julia Kainer

Vendor List

Solicitation # IFB SSC0139

**City of Austin
Purchasing Office
Advertisements
03/14/2011**

On October 2, 1995, a revision to the City's MBE/WBE DBEs Ordinance became effective. The Ordinance establishes new goals for MBE/WBE or DBE Participation Bid/Proposal. Bidders are required to document efforts to solicit MBE/WBE or DBEs in the Compliance Plan. The Goals for each project and the instructions and forms for the Compliance Plan are included in the MBE/WBE or DBE Program Packet included in the solicitation. For construction contracts, the MBE/WBE or DBE Program Packet is a separately bound volume of the Project Manual. ALL BIDS AND COMPLIANCE PLANS NOT RECEIVED PRIOR TO THE DATE AND TIME SET FORTH WILL BE RETURNED TO THE BIDDER UNOPENED. SPECIAL NOTICE: Solicitations issued on behalf of the Electric Utility Dept. (Austin Energy) are no longer advertised in the Austin American Statesman. Notices will be posted on the City of Austin Purchasing website at: <http://www.ci.austin.tx.us/purchase>

**A. CONSTRUCTION ADVERTISEMENTS
- ALL CONSTRUCTION SEALED BIDS**

addressed to the City of Austin will be received PRIOR TO date and time indicated for the following project(s), in the Reception Area, 10th FL., Ste. 1045, Contract and Land Management Department, CLMD, One Texas Center (OTC), 505 Barton Springs Rd., Austin, TX, then publicly opened and read aloud in the 10th FL. Conference Room, Ste. 1045, unless otherwise indicated in the advertisement. All Bids received after the time set forth will be returned to the bidder unopened. The OWNER's Official opening the Bids shall establish the time for opening of the Bids. All Bid Deposits are refundable upon return of documents within the specified time frame and in good condition, unless otherwise indicated. UNLESS OTHERWISE INDICATED, Project Manuals, Plans and Addenda may be obtained at the Office of Engineering Design & Surveying, PWD, Ste. 760, OTC. First time bidders are encouraged to attend the pre-bid conference to assure their

understanding of Owner's bidding and contracting requirements, particularly M/WBE Procurements Program requirements. Cashiers or Certified Check Payable to the City of Austin or acceptable Bid Bond must accompany each bid. Bidders will be required to provide Payment/Performance bonds as specified in the bidding documents. The City reserves the right to reject any and all Bids and to waive any informality in the bids received.

Bidders must attend any Mandatory Pre-Bid Conference and are encouraged to attend any non-mandatory Pre-Bid Conference to ensure their understanding of Owner's bidding and contracting requirements, particularly MBE/WBE Procurement Program requirements. If the Pre-Bid Conference is mandatory the Bidder must arrive and sign-in within fifteen (15) minutes of the scheduled start time of the meeting, otherwise the Bidder will not be allowed to submit a Bid for the project.

1. EAST BOULDIN-ONE TEXAS CENTER WATER QUALITY RETROFITS (CIP 4850 6307 6115). IFB 6100 CLMC279. Pickup bid docs at OTC, STE 760, Attn: Gabriel Stan 974-7151 after 3/14/11. A refundable deposit of \$50 is required. For info: Peter Davis, 974-7267. A **MANDATORY** Vendor Conf will be held at OTC, 505 Barton Springs Rd, 5th floor, Rm. 500, Austin, TX 78704 at 2:00P on 3/25/11. Offers **due prior to 10:30A** on 4/7/11. Compliance plans **due prior to 2:30P** on 4/7/11. Offers will be opened on 4/7/11 at 2:30P.

2. STONEY RIDGE SUBSTATION CIVIL & CONTROL HOUSE (CIP 3240 1107 4894). IFB 6100 CLMC268. Pickup bid docs at OTC, Suite 760, Attn: Gabriel Stan 974-7151 after 3/14/11. A refundable deposit of \$50 is required. For info: Linda Hampton, 505-7163. A Vendor Conf will be held at OTC, 505 Barton Springs Rd., 5th Floor, Rm. 500, Austin, TX 78704 at 10:00A on 3/23/11. Offers **due prior to 9:00A** on 4/7/11. Compliance plans **due prior to 1:00P** on 4/7/11. Offers will be opened on 4/7/11 at 1:00P.

3. WATER & WASTEWATER IMPROVEMENTS-NORTH ACRES (CIP 4480 2307 8794). IFB 6100 CLMC269. Pickup bid docs at OTC, Ste 760, Attn: Gabriel Stan 974-7151 after 3/14/11. A

refundable deposit of \$100 is required. For info: Connie Smith, 974-7274. A

MANDATORY Vendor Conf will be held at Waller Creek, 625 E. 10th Street, Large Conf Rm on 1st Floor, Room 104, Austin, TX 78704 at 1:30P on 3/24/11. Offers **due prior to** 10:30A on 4/21/11. Compliance plans **due prior to** 2:30P on 4/21/11. Offers will be opened on 4/21/11 at 2:30P.

4. WEBBER SOLAR SWITCHYARD CONTROL HOUSE (CIP 3230 1107 1462).

IFB 6100 CLMC274. Pickup bid docs at OTC, Suite 760, Attn: Gabriel Stan 974-7151 after 3/7/11. A refundable deposit of \$50 is required. For info: Linda Hampton, 505-7163. A Vendor Conf will be held at OTC, 505 Barton Springs Rd., Suite 1045, Austin, TX 78704 at 1:30P on 3/16/11. Offers **due prior to** 10:30A on 3/31/11. Compliance plans **due prior to** 2:30P on 3/31/11. Offers will be opened on 3/31/11 at 2:30P.

5. AIRPORT AT CHESTERFIELD WASTEWATER IMPROVEMENTS (CIP 4570 2307 8285). IFB 6100 CLMC273.

Pickup bid docs at OTC, Suite 760, after 2/21/11. A refundable deposit of \$150 is required. For info: Connie Smith, 974-7274. A **MANDATORY** Vendor Conf will be held at Waller Creek, 625 E. 10th St., Center, Conf Rm. 104, Austin, TX 78701 at 1:30P on 3/2/11. Offers **due prior to** 10:00A on 3/31/11. Compliance plans **due prior to** 2:00P on 3/31/11. Offers will be opened on 3/31/11 at 2:00P.

B. SERVICES AND SYSTEMS CONTRACTING / C. COMMODITIES -

Solicitations will be issued, and sealed bids or proposals may be received at the Purchasing Office, Municipal Bldg, 124 W. 8th St., 3rd floor, Room 308/310, (512) 974-2500, Austin, TX until the dates and times specified on following item(s):

B. SERVICES AND SOLICITATION SYSTEMS

1. PAX0013 CHILLER MAINTENANCE AND REPAIR SERVICES. Offers **due prior to** 11:30A on 4/12/11.
2. CB30100 PLUMBING MAINTENANCE, REPAIRS AND MINOR RENOVATION SERVICES. A

MANDATORY Vendor
Conf will be held at Parks
and Recreation Dept.,
PARD Annex Bldg., 919
W. 28 ½ St., Austin, TX
78741 at 1:30P on
3/22/11. Offers **due prior
to 10:00A** on 4/5/11.

- 3. SDC0206 Safety Shoes / Boots.
Offers **due prior to 2:00P**
on 3/31/11.
- 4. EAG0200 REPAIR PARTS FOR
TORO TURF AND LAWN
EQUIPMENT. Offers **due
prior to 11:30A** on 4/5/11.
- 5. SDC0205 TOWING SERVICE.
Offers **due prior to 2:00P**
on 3/24/11.

C. **COMMODITIES**
SOLICITATION

- 1. WDJ0023 INCH'S TOOLING AND
MACHINING GUN
MOUNTS, PARTS, AND
ACCESSORIES (IFB –
Best Value). Offers **due
prior to 1:00P** on 4/6/11.
- 2. SSC0139 POWDERED ACTIVATED
CARBON. Offers **due
prior to 10:30A** on 4/5/11.
- 3. SSC0141 AGGREGATE
MATERIALS FOR AUSTIN
WATER UTILITY. Offers
due prior to 2:30P on
4/6/2011
- 4. BKH0114 DE-ICING MATERIAL.
Offers **due prior to 9:00A**
on 3/29/11.

THE CITY OF AUSTIN HEREBY
NOTIFIES ALL OFFERORS THAT IN
REGARD TO ANY CONTRACT ENTERED
INTO PURSUANT TO THIS
ADVERTISEMENT, MINORITY BUSINESS
ENTERPRISES WILL BE AFFORDED
EQUAL OPPORTUNITIES TO SUBMIT
OFFERS IN RESPONSE TO THIS
INVITATION AND WILL NOT BE
DISCRIMINATED AGAINST ON THE
GROUNDS OF RACE, COLOR, SEX,
NATIONAL ORIGIN OR DISABILITY IN
CONSIDERATION FOR AN AWARD.

INVITATION FOR BID
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

POWDERED ACTIVATED CARBON

IFB No.: SSC0139

Addendum No. 1

Date of Addendum: MARCH 17, 2011

- 1.0** Please incorporate the attached Bid Sheet, Section 0600, that has been revised to correct the bid opening date and time.
- 2.0** All other terms and conditions will remain the same.

BY THE SIGNATURES affixed below, Addendum No. 1 is hereby incorporated and made a part of the above-referenced Invitation for Bid.

APPROVED BY: Sydney Ceder
Sydney Ceder, Senior Buyer
Finance and Administrative Services Department

ACKNOWLEDGED BY: _____
Bidder Authorized Signature Date

RETURN ONE (1) COPY TO THE PURCHASING OFFICE, CITY OF AUSTIN, TEXAS PRIOR TO BID OPENING OR WITH YOUR BID. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR BID.

**BID SHEET
CITY OF AUSTIN
POWDERED ACTIVATED CARBON**

BID NO. SSC0139

RQM NO. 2200-11012500148

BID OPENING DATE AND TIME: 10:30 A.M. on April 5, 2011

BUYER: Sydney Ceder

Copies of Bid: Vendor must submit two copies of its signed bid - one original and one copy.

Special Instructions: Be advised that exceptions taken to any portion of the solicitations may jeopardize acceptance of the bid. NOTE: Bid sheet contains estimated annual usage, but the initial contract award will be based on an estimated two (2) year quantity.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
1	Powdered Activated Carbon - Ullrich Water Treatment Plant - 20-tons load	300	tons		
	MFG. NAME:				
2	Powdered Activated Carbon - Davis Water Treatment Plant - 15-tons load	220	tons		
	MFG. NAME:				
3	Freight charge for split deliveries as specified in paragraph 6.6 of the attached specification.	3	EA		
	Freight Classification:				
	Current Freight rate:				
	Shipping Location:				

DELIVERY SHALL BE MADE WITHIN 14 CALENDAR DAYS AFTER RECEIPT OF ORDER EITHER VERBALLY OR IN WRITING.

DELIVERY TERMS: DELIVERY IS TO BE FOB DESTINATION, PREPAID AND ALLOWED

DELIVERY METHOD: _____

COMPANY NAME: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

PRINTED NAME: _____

EMAIL ADDRESS: _____

**CITY OF AUSTIN
PURCHASING OFFICE
"NO OFFER" REPLY FORM**

SOLICITATION NUMBER: SSC0139

Please Complete and Return This Form to the following address to Indicate a "No Offer" Reply

City of Austin
Purchasing Office
P.O. Box 1088
Austin, Texas 78767-8845

(DO NOT RETURN ALONG WITH OFFER)

Please check the appropriate box to indicate why your firm is submitting a "no offer" response. Failure to respond to three (3) consecutive solicitations may result in your company being removed from the source list for this commodity or service. Completion of this form will assist us in maintaining an accurate, up-to-date source list.

COMMODITY CODE: 88508

DESCRIPTION: ACTIVATED CARBON

- ☐ Unable to supply item(s) specified. Remove my company from the source list for the Commodity / Service Group
- ☒ Unable to supply item(s) specified. Retain my company on the vendor list for this commodity / service.
- ☐ Cannot meet the Scope of Work / Specifications.
- ☐ Cannot provide required Insurance.
- ☐ Cannot provide required Bonding.
- ☐ Job too small.
- ☐ Job too large.
- ☐ Do not wish to do business with the City. Remove my company from the City's Vendor list.
- ☐ Other reason (please state why you will not submit a bid):

Contractor's Name:

Street Address:

City, State, Zip Code:

Signature of Officer or
Authorized
Representative:

Printed Name:

Title:

GEOTECH ENVIRONMENTAL EQUIPMENT

2650 E. 40TH AVE

DENVER, CO 80205

Date: 3-17-2011

Roy A. Cockwell



City of Austin

May 24, 2011

Calgon Carbon Corporation
P.O. Box 717
Pittsburgh, PA 15230-0717
ATTN: Robert P. O'Brien

TRANSMITTED E-MAIL:
nsullivan@calgoncarbon-us.com

Subject: IFB SSC0139
Powdered Activated Carbon

Dear Mr. O'Brien:

The bid turned in by your firm on April 4, 2011 for the above referenced project, cannot be considered for award because it was determined non-responsive for the following reasons:

- The sample submitted by your company did not meet the Material Requirements as per paragraph 3.0 of Section 0500, Specification WWW-180.

If you would like to discuss these issues, please contact me at (512) 974-2035.

Thank you for your continued interest in doing business with the City.

Sincerely,

Sydney Ceder
Senior Buyer
Financial and Administrative Services Department



City of Austin

May 24, 2011

Jacobi Carbons, Inc.
1335 Dublin Road, Ste. 217-D
Columbus, OH 43215
ATTN: Linda Norris

TRANSMITTED E-MAIL:
Julie.kvrzenberger@jacobi-net

Subject: IFB SSC0139
Powdered Activated Carbon

Dear Ms. Norris:

The bid turned in by your firm on April 1, 2011 for the above referenced project, cannot be considered for award because it was determined non-responsive for the following reasons:

- The sample submitted by your company did not meet the Material Requirements as per paragraph 3.0 of Section 0500, Specification WWW-180.

If you would like to discuss these issues, please contact me at (512) 974-2035.

Thank you for your continued interest in doing business with the City.

Sincerely,

Sydney Ceder
Senior Buyer
Financial and Administrative Services Department



City of Austin

May 24, 2011

Standard Purification
551 N. US Hwy. 41
Dunnellon, FL 34432
ATTN: Tony Julian

TRANSMITTED E-MAIL:
tjulian@standardpurification.com

Subject: IFB SSC0139
Powdered Activated Carbon

Dear Mr. Julian:

The bid turned in by your firm on April 1, 2011 for the above referenced project, cannot be considered for award because it was determined non-responsive for the following reasons:

- Your company submitted alternate bids of which neither was marked as a primary bid, therefore, neither one can be accepted.

If you would like to discuss these issues, please contact me at (512) 974-2035.

Thank you for your continued interest in doing business with the City.

Sincerely,

A handwritten signature in cursive script that reads "Sydney Ceder".

Sydney Ceder
Senior Buyer
Financial and Administrative Services Department



City of Austin

May 24, 2011

F2 Industries, LLC.
423C Smyrna Square Drive
Smyrna, TX 37167
ATTN: William Ferrell, Jr.

TRANSMITTED E-MAIL:
reb@f2ind.com

Subject: IFB SSC0139
Powdered Activated Carbon

Dear Mr. Ferrell:

The bid turned in by your firm on April 1, 2011 for the above referenced project, cannot be considered for award because it was determined non-responsive for the following reasons:

- The sample submitted by your company did not meet the Material Requirements as per paragraph 3.0 of Section 0500, Specification WWW-180.

If you would like to discuss these issues, please contact me at (512) 974-2035.

Thank you for your continued interest in doing business with the City.

Sincerely,

Sydney Ceder
Senior Buyer
Financial and Administrative Services Department

CITY OF AUSTIN, TEXAS

Purchasing Office INVITATION FOR BID (IFB) Offer Sheet

SOLICITATION NO: SSC0139

COMMODITY/SERVICE DESCRIPTION: POWDERED ACTIVATED
CARBON

DATE ISSUED: MARCH 14, 2011

PRE-BID CONFERENCE TIME AND DATE: N/A

REQUISITION NO.: 2200-11012500148

LOCATION: N/A

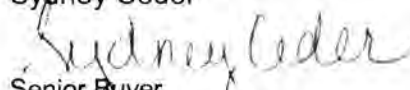
COMMODITY CODE: 88508

FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT:

BID DUE PRIOR TO: 10:30 A.M. ON APRIL 5, 2011

Sydney Ceder

COMPLIANCE PLAN DUE PRIOR TO: N/A



BID OPENING TIME AND DATE: 10:30 A.M. ON APRIL 5, 2011

Senior Buyer

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 310, AUSTIN, TEXAS 78701

Phone: (512) 974-2035

It is the policy of the City of Austin to involve certified Minority Owned Business Enterprises (MBEs) and Woman Owned Business Enterprises (WBEs) in City contracting. MBE and WBE goals for this Solicitation are contained in Section 0900.

All Contractors and Subcontractors must be registered to do business with the City prior to submitting a response to a City Solicitation. In the case of Joint Ventures, each individual business in the joint venture must be registered with the City prior to submitting a response to a City solicitation. If the Joint Venture is awarded a contract, the Joint Venture must register to do business with the City. Prime Contractors are responsible for ensuring that their Subcontractors are registered. Registration can be done through the City's on-line vendor registration system. Log onto <https://www.cityofaustin.org/purchase> and follow the directions.

SUBMIT 1 ORIGINAL AND 2 SIGNED COPIES OF RESPONSE

SOLICITATION TO:

Signature of Person Authorized to Sign Offer

Signer's Name and Title: (please print or type)

FEDERAL TAX ID NO. _____

Date: _____

Company Name: _____

Address: _____

City, State, Zip Code _____

Phone No. ()

Fax No. ()

BELOW INFO MUST MATCH THE NAME AND ADDRESS ON INVOICE AND IN COMPANY PROFILE WITH CITY

Company "Remit To" Name: _____

Remit to Address: _____

City, State, Zip Code _____

Email Address _____

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0100, 0200, 0300	See http://www.ci.austin.tx.us/purchase/standard.htm *	*
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0505	ATTACHMENT A	1
0600	BID SHEET	1
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0800	NON-DISCRIMINATION CERTIFICATION	1
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	1
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT	2
0815	LIVING WAGES AND BENEFITS CONTRACTOR CERTIFICATION	N/A
0820	LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION	N/A
0825	WORK PLACE CONDITIONS AFFIDAVIT	N/A
0830	BUY AMERICAN ACT CERTIFICATE	N/A
0835	NONRESIDENT BIDDER PROVISIONS	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE or NO GOALS UTILIZATION PLAN	2
1000	"NO OFFER" RESPONSE FORM	1

All other Sections may be viewed at: <https://www.cityofaustin.org/purchase> by clicking the link to "Vendor Self Service (VSS)", sign in if registered, register, or use public access to follow the links to "Business Opportunities" and "Search for Solicitation."

RETURN FOLLOWING DOCUMENTS WITH BID/PROPOSAL/QUOTE/RESPONSE/SUBMITTAL**

- | | |
|------------------------|--|
| • Cover Page | Offer Sheet, 2 Pages |
| • Section 0600 | Bid Sheet(s), 1 Page |
| • Section 0700 | Reference Sheet (if required), 1 Page |
| • Sections 0800 - 0835 | Certifications and Affidavits (return all applicable Sections), 5 Pages |
| • Section 0900 | MBE/WBE Procurement Program Package or No Goals Utilization Plan, if applicable, 2 Pages |
| • Bid Guaranty | (if required), N/A |

**** See also Section 0200, Solicitation Instructions, Section 0400, Supplemental Purchase Provisions, and Section 0500, Scope of Work/Specification, for additional documents that must be submitted with the Offer.**

NOTES:

The Vendor agrees, if this Offer is accepted within 90 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

*** INCORPORATION OF DOCUMENTS.** Section 0100, Standard Purchase Definitions; Section 0200, Standard Solicitation Instructions; and Section 0300, Standard Purchase Terms and Conditions are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address: <http://www.ci.austin.tx.us/purchase/standard.htm>.

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office at the below address. 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.

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

P.O. Address for US Mail	Street Address for Hand Delivery or Courier Service
City of Austin	City of Austin, Purchasing Office
Purchasing Office	Municipal Building
P.O. Box 1088	124 W 8 th Street, Rm 310
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

Notes: Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered. Unless authorized in the Solicitation, telegraphic or facsimile Offers will not be accepted.

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

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office at least five (5) days prior to the bid opening date either via Fax, (512) 974-2388 or email, sydney.ceder2@ci.austin.tx.us.

2. **INSURANCE.** Insurance is required for this solicitation.

A. **General Requirements.** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall contain the solicitation number and the Buyer's name and shall be mailed to the following address:

City of Austin Purchasing Office
Attn: Sydney Ceder - SSC0139
P. O. Box 1088
Austin, Texas 78767

B. **Specific Coverage Requirements.** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance.** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC 420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC 420601, or equivalent coverage

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

- 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 Injuries).
 - (1) The policy shall contain the following provisions:
 - (a) Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Independent Contractor's Coverage.
 - (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 Underground Coverage (X,C,U).
 - (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 TE 2046A, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement TE 9901B, 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.
- D. Certificate: The following statement must be shown on the Certificate of Insurance.

The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies.
- E. Environmental Impairment Liability Insurance with a minimum limit of \$1,000,000 per claim to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of sudden and accidental or non-sudden and accidental pollution arising out of the excavation, transportation, storage, or permanent disposal of hazardous and non-hazardous wastes.

With respect to sudden and accidental occurrences, all Contractors and/or Subcontractors who own or operate a treatment, storage and disposal facility must demonstrate financial responsibility for bodily injury and property damage to third parties of at least \$5,000,000 per

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

occurrence.

With respect to non-sudden and accidental occurrences, all Contractors and/or Subcontractors who own or operate a surface impoundment, landfill or treatment facility that is used to manage hazardous wastes must demonstrate financial responsibility for bodily injury and property damage to third parties of at least \$5,000,000 per occurrence. The amounts of coverage must be exclusive legal defense costs.

3. TERM OF CONTRACT

- A. The Contract shall be in effect for an initial term of 24 months and may be extended thereafter for up to two additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above. A price increase, subject to the provisions of this Contract, may be requested by the Contractor (for each period of extension) for approval by the City's Purchasing Officer or his designee.

THIS IS A 24 MONTH CONTRACT.

FIRM PRICES ARE TO BE SUBMITTED FOR THE FIRST TWELVE (12) MONTH PERIOD

4. QUANTITIES

The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

5. DELIVERY REQUIREMENTS

Location: Austin Water Utility – Ullrich Water Treatment Plant – Activated Carbon Building 1000 Forest View Drive Austin, TX Attn: Rick Cook	Days: _____
---	-------------

Location: Austin Water Utility – Davis Water Treatment Plant – Activated Carbon Building 3500 W. 35 th Street Austin, TX Attn: Donald Hunter	Days: _____
--	-------------

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

- A. Delivery is to be made within fourteen (14) calendar days after the order is placed (either verbally or in writing). All orders must be shipped complete unless arrangements for partial shipments are made in advance.
 - B. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
 - C. The Contractor shall confirm the quantity to be shipped on all orders within two (2) hours of notification by phone from the City.
 - D. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 52 in Section 0300).
6. **INVOICES and PAYMENT** (reference paragraphs 12 and 13 in Section 0300)
- Invoices shall contain a non-duplicated 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. Invoices shall be mailed to the Water Treatment Plant where each delivery has been made.
- A. 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.
7. **MATERIALS SPECIFICATIONS/DESCRIPTIVE LITERATURE**
- A. If a solicitation refers to a Qualified Products List (QPL), Standard Products List (SPL) or a manufacturer's name and product, any Offeror offering products not referenced in the solicitation must submit as part of their Offer materials specifications/descriptive literature for the non-referenced product. Materials specifications/descriptive literature must be identified to show the item(s) in the Offer to which it applies.
 - B. Materials specifications/descriptive literature are defined as product manufacturer's catalog pages, "cut sheets" applicable tests results, or related detailed documents that specify material construction, performance parameters, and any industrial standards that are applicable such as ANSI, ASTM, ASME, SAE, NFPA, NBS, EIA, ESL, and NSA. The submitted materials specifications/descriptive literature must include the manufacturer's name and product number of the product being offered.
 - C. The failure of the materials specifications/descriptive literature to show that the product offered conforms to the requirements of the Solicitation shall result in rejection of the Offer.
 - D. Failure to submit the materials specifications/descriptive literature as part of the Offer may subject the Offer to disqualification from consideration for award.
8. **HAZARDOUS MATERIALS**
- A. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Material Safety Data Sheets (MSDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.

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- B. Failure to submit the MSDS as part of the Offer may subject the Offer to disqualification from consideration for award.
- C. The MSDS, instructions and information required in paragraph "a " must be included with each shipment under the contract. Failure to provide the City with the required electronic copy of the Material Safety Data Sheet on or before the date of each delivery of the hazardous material will constitute grounds for termination of the contract and may result in debarment from further participation in the City's procurement processes or other legal actions.

9. ECONOMIC PRICE ADJUSTMENT

- A. Prices shown in this contract shall remain firm for the first 12 month period 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 subject to the following considerations:

- B. Price Increases

- i. Requests for price increases must be made in writing and submitted to the appropriate Buyer in the City's Purchasing Office. The letter must be signed by a person with the authority to bind the Contractor contractually, shall reference the contract number, and include the following documentation:
 - (1) an itemized, revised price list with the effective date of the proposed increase;
 - (2) copies of the documentation provided by the manufacturer regarding the proposed price increase if the contractor is not the manufacturer of the products. If the Contractor is the manufacturer of the products, a letter so stating must be provided;
 - (3) Contractor shall submit, as a part of the request for increase, the version of the Bureau of Labor Statistics Table – Table 5, Water Treating Compounds, current as of the date of the Contractor's Offer; and a copy of the index for the most current period.
 - (4) Proposed price increases must be solely for the purpose of accommodating increases in the Contractor's costs for the products or services provided. Prices for products or services unaffected by verifiable cost trends shall not be subject to change.
- ii. Requests for price increases must be made in writing and submitted to the appropriate Contract Manager prior to each yearly anniversary date of contract. Prices will only be considered for an increase at that time. Once received, the City will have 30 calendar days to review and approve/disapprove the requested increase. Should the City not agree with the requested increase, Contractor may either maintain the prices currently in effect, negotiate an acceptable increase with the City or terminate the contract.
- iii. The proposed percentage change between the current contract price and the requested price shall not exceed the percentage change between the Index in effect at the beginning of the current review period and the one in effect at the time the price increase is requested. Except in the case of emergency situations, the requested index related or non-index related price increase shall not exceed twenty-five percent (25%) for any single line item, and in no event shall the total amount of the contract be

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automatically increased as a result of the increase in any one or more line items made pursuant to this provision.

- iv. Since the perceived need for price increases may be due in whole or in part to factors other than index changes, the City may consider approving fully-documented increase requests which, in the Contractor's opinion, justify price increases for one or more line items in the contract. If index changes are responsible in part for the requested change, those changes shall be documented as previously described above.

C. Price Decreases

- i. Proposed price decreases may be offered to the City at any time, and become effective upon acceptance by the City unless a different effective date is specified by the Contractor. Price decrease offers may also be subject to negotiation.
- ii. Price decreases based on relevant factors may be requested by the City at any time. Such requests shall be accompanied by a complete statement of the City's justification for the request. The Contractor shall have 30 calendar days to respond to the City's request. Following receipt of the Contractor's agreement with the requested decrease, the City may implement the decrease at any time. Should the Contractor not agree with the requested decrease, the City may either maintain the prices currently in effect, negotiate with the contractor, or terminate the contract.

10. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING

- A. The Austin City Council adopted Ordinance No. 20071206-045 on December 6, 2007, adding a new Article 6 to Chapter 2-7 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services exceeding \$5,000. During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the person designated in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. The City requires Offerors submitting Offers on this Solicitation to provide a signed affidavit certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance (**see the Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit included in the Solicitation**).

11. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID)

- A. Contractors are required to obtain a certified criminal background report with fingerprinting (referred to as the "report") for all persons performing on the contract, including all Contractor, Subcontractor, and Supplier personnel (for convenience referred to as "Contractor's personnel").
- B. The report may be obtained by reporting to one of the below governmental entities, submitting to fingerprinting and requesting the report [requestors may anticipate a two-week delay for State reports and up to a four to six week delay for receipt of a Federal report.].

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- i. Texas Department of Public Safety for any person currently residing in the State of Texas and having a valid Texas driver's license or photo ID card;
 - ii. The appropriate governmental agency from either the U.S. state or foreign nation in which the person resides and holds either a valid U.S. state-issued or foreign national driver's license or photo ID card; or
 - iii. A Federal Agency. A current Federal security clearance obtained from and certified by a Federal agency may be substituted.
 - C. Contractor shall obtain the reports at least 30 days prior to any onsite work commencement. Contractor also shall attach to each report the project name, Contractor's personnel name(s), current address(es), and a copy of the U.S. state-issued or foreign national driver's license or photo ID card.
 - D. Contractor shall provide the City Certified Criminal Background Report affirming that Contractor has conducted required security screening of Contractor's personnel to determine those appropriate for execution of the work and for presence on the City's property. A list of all Contractor Personnel requiring access to the City's site shall be attached to the affidavit.
 - E. Upon receipt by the City of Contractor's affidavit described in (D) above and the list of the Contractor's personnel, the City will provide each of Contractor's personnel a contractor ID badge that is required for access to City property that shall be worn at all times by Contractor's personnel during the execution of the work.
 - F. The City reserves the right to deny an ID badge to any Contractor personnel for reasonable cause, including failure of a Criminal History background check. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's reports. 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) calendar days of the receipt of notification of denial.
 - G. Contractor's personnel will be required to wear the ID badge at all times while on the work site. Failure to wear or produce the ID badge may be cause for removal of an individual from the work site, without regard to Contractor's schedule. Lost ID badges shall be reported to the City's Contract Manager. Contractor shall reimburse the City for all costs incurred in providing additional ID badges to Contractor Personnel.
 - H. ID badges to enter and/or work on the City property may be revoked by the City at any time. ID badges must be returned to the City at the time of project completion and acceptance or upon removal of an individual from the work site.
 - I. Contractor is not required to obtain reports for delivery personnel, including but not limited to FedEx, UPS, Roadway, or other materials delivery persons, however all delivery personnel must present company/employer-issued photo ID and be accompanied by at least one of Contractor's personnel at all times while at the work site.
 - J. The Contractor shall retain the reports and make them available for audit by the City during regular business hours (reference paragraph 17 in Section 0300, entitled Right to Audit).
12. **INTERLOCAL PURCHASING AGREEMENTS** (applicable to competitively procured goods/services contracts).
- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas

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Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.

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

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:

Darrell Richmond, Senior Buyer

(512) 972-0313

*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, TEXAS
PURCHASE SPECIFICATION
FOR
POWDERED ACTIVATED CARBON

1.0 SCOPE AND CLASSIFICATION

1.1 Scope

This specification establishes the minimum requirements for a supply agreement for the purchase of Powdered Activated Carbon (PAC) for use in the treatment of municipal water supplies. Sections include Applicable Specifications, Material Requirements, Samples, Inspection and Test Requirements, Other Requirements, Delivery Requirements, Bid Submittal Requirements, Invoicing and Security.

1.2 Classification

The Powdered Activated Carbon will be used by the City of Austin Water Utility (AWU) locations to remove undesirable taste and odors from the municipal water supply.

<u>Date</u>	<u>Prepared by</u>	<u>Issuance/Revision</u>	<u>Approval Department</u>	<u>Approval Purchasing</u>
09/01/99	Brian Haws Engineer C Process Eng.	Revision	Alice Flora	
11/01/02	Andy Ramirez	Revision	Alice Flora	
10/24/06	Judy Musgrove	Revision	Andy Ramirez	Steve Aden
10/31/07	Judy Musgrove/ Lydia Torres	Revision	Andy Ramirez	Steve Aden
12/29/10	Judy Musgrove	Revision	Andy Ramirez	Sydney Ceder

This specification, until revised or rescinded, shall apply to each future purchase and contract for the commodity described herein. Retain for future reference.

2.0 APPLICABLE SPECIFICATIONS

- 2.1 The Powdered Activated Carbon shall comply with the AWWA Standards for Powdered Activated Carbon as contained in AWWA B600-05 publication, except for the modifications contained in these specifications. Where there is a conflict between the requirements of the AWWA Standards and these specifications, these specifications shall govern.
- 2.2 The Powdered Activated Carbon shall also conform to the ANSI/NSF Standard 61 for indirect additives and must not contain any contaminants that will give a taste or odor to the drinking water when used in recommended dosages. The Powdered Activated Carbon shall contain no mineral or organic substances in quantities capable of producing deleterious or injurious effects upon the health of those consuming water.

3.0 MATERIAL REQUIREMENTS

- 3.1 Particle Size Distribution - The Powdered Activated Carbon shall be of such fineness that not less than 99 percent (99%) will pass a No. 100-mesh USA Standard series sieve, not less than 98 percent (98%) will pass a No. 200-mesh USA Standard series sieve, and not less than 90 percent (90%) will pass a No. 325-mesh USA Standard series sieve, as tested by the wet-sieve method.
- 3.2 Moisture - The moisture content of the activated carbon at time of shipment shall not exceed 8 percent (8%) by weight.
- 3.3 Tamped Apparent Density - The apparent density shall be not less than 0.2 g/cc nor greater than 0.75 g/cc, measured in air, on an "as received" basis with corrections made for moisture.
- 3.4 Adsorptive Capacity/Performance - The tannin adsorptive capacity shall be such that no more than 300 mg/L powdered activated carbon (calculated on a dry weight basis) be required to reduce a standard solution of 20 mg/L tannic acid concentration to 2.0 mg/L.
- 3.5 Non-scale forming - The Powdered Activated Carbon shall not cause excessive precipitation of dissolved minerals when mixed with raw or treated water at the City of Austin water treatment plants. Use of the Powdered Activated Carbon shall not damage, require excessive maintenance, or otherwise interfere with normal operations of the existing feed system. The Contractor may elect to add a sequestering agent, provided the Powdered Activated Carbon can still meet ANSI/NSF Standard 61.

4.0 SAMPLES, INSPECTION AND TEST REQUIREMENTS

- 4.1 The bidders are required to submit three (3) separate samples, each sample of not less than one (1) pound prior to recommendation of award. **The samples must be provided in airtight, moisture-proof containers (no baggies or Ziplocs are acceptable).** Containers must be clearly marked

with the supplier's name, and lot number or a sample tracking number. The Utility reserves the right to disqualify the carbon if it is improperly packaged and/or incorrectly submitted. Powdered activated carbon samples not stored in airtight, moisture-proof containers will fail the % moisture requirement specified by the Utility and no further testing will be conducted. Protocol for sample submittal can be referenced in the AWWA B600 Standard in Section 5.1. Note that the sample needs to be delivered to:

City of Austin – Austin Water Utility
 Attn: Judy Musgrove, Engineer
 625 E. 10th Street – Waller Creek Building, Suite 315
 Austin, Texas 78701
 (512) 972-0157

- 4.2 If the sample does not meet the necessary requirements based on these specifications, the bid will not be considered. A MSDS and a Certificate of Analysis must be submitted with the sample. The COA must indicate a certified test was conducted for moisture content, tamped apparent density, particle size distribution and tannin value.
- 4.3 The City reserves the right to conduct sampling analysis during the bid process and throughout the contract period.

5.0 OTHER REQUIREMENTS

- 5.1 **Freight Increase** - The Contractor shall indicate on the Bid Sheet the current freight classification, current freight rate and point of shipment. The City agrees to pay any governmentally authorized freight rate increase upon receipt of notarized proof from the Contractor and/or the freight company indicating the amount of increase and effective date of same.
- 5.2 **Purchase Order Number** - The Contractor shall enter the complete purchase order number on each delivery ticket, invoice, billing notice, and all other paperwork with respect to this contract.
- 5.3 **Contracts for Supply of Hazardous Materials**. With respect to all contracts under which the Contractor will deliver a "hazardous material" for which a "Material Safety Data Sheet" ("MSDS") is required under Texas Health & Safety Code, Sec. 502.006, as amended, the Contractor will provide, on or before the date of each delivery of the hazardous material, an electronic version of the most current "Material Safety Data Sheet" meeting the requirements set forth in Sec. 502.006, Texas Health & Safety Code. Each MSDS provided shall bear the date when it was last revised.
- 5.4 **The required electronic copy of the MSDS shall be transmitted to the following City email address: awumsds@ci.austin.tx.us.**
- 5.5 Failure to provide the City with the required electronic copy of the Material Safety Data Sheet on or before the date of each delivery of the hazardous material may constitute grounds for termination of the contract and may result in debarment from further participation in the City's procurement

processes or other legal actions.

6.0 DELIVERY REQUIREMENTS

- 6.1 The Contractor will note that the treatment plants are not serviced by rail. Deliveries shall be made in full tank truck shipments.
- 6.2 Delivery shall be made on weekdays (except City of Austin holidays) between the hours of 8:00 a.m. and 2:00 p.m. Delivery shall be made within fourteen (14) calendar days after order is placed. The Plant Supervisor will call the Contractor to place the order and provide a delivery date and quantity. Should the Contractor make delivery on any day other than the scheduled delivery date, the City will not be charged demurrage for any delays encountered in unloading the truck.
- 6.3 The Contractor shall allow a minimum two (2) hour time requirements (within 8:00 a.m. and 2:00 p.m.) for transferring the Powdered Activated Carbon from the delivery tank truck to the City's carbon storage bin without demurrage of additional truck standing time charges.
- 6.4 If a truck arrives (for a delivery) on a Saturday, Sunday, a holiday, or after 2:00 p.m. on a regular work day without the prior approval from the Plant Supervisor, the AWU will charge the Contractor any and all overtime and call back expenses for unloading. Otherwise, the Contractor can decide that the truck will not be unloaded until normal working hours.
- 6.5 The Contractor shall be responsible for cleanup of any spillage or leakage during transportation and/or on the plant site due to defective pumping and/or unloading equipment and/or negligence of the driver.
- 6.6 Emergency delivery - In an emergency, the City may require partial deliveries from a single truckload to be made at more than one location. The City will pay a reasonable additional standard freight charge for split deliveries.
- 6.7 Delivery Truck Requirements
 - 6.7.1 The delivery tank trucks shall be equipped with a pneumatic delivery system in addition to a blower and conveyer system of sufficient power and capacity to transfer the Powdered Activated Carbon from the truck to the carbon storage bin. Pneumatic truck sound levels during unloading shall not exceed 90dB.
 - 6.7.2 The inlet adapter provided by the City is a 4-inch SS adapter, OPW Kamlock No. 634-B. The Contractor shall supply all hoses and other accessories. The truck driver shall be responsible for operating and controlling his equipment so as not to cause line stoppages. The truck driver shall be responsible for clearing any stoppages immediately after detection.

- 6.8 The Contractor shall provide an Affidavit of Compliance with each load, verifying that the Powdered Activated Carbon complies with these specifications and the AWWA Standard for Powdered Activated Carbon, B600-05.
- 6.9 The City reserves the right to reject any delivery that does not meet the requirements of the Affidavit of Compliance.
- 6.10 The Contractor/Manufacturer shall provide with each load, documentation identifying the name of the manufacturer and the lot number of the Powdered Activated Carbon. In addition, a Certificate of Analysis documenting the quality of each load shall also be provided.
- 6.11 The Contractor shall provide Weight Certificates with each load, from scales that are checked periodically by the State of Texas. The City reserves the right to have the weight verified by a weigh station within Austin, Travis County, Texas. The City will pay the cost of the weigh station charges, if verification is required.
- 6.12 Deliveries shall be made to the following City of Austin locations:

- ◇ **Ullrich Water Treatment Plant, Activated Carbon Building**
Contact Person: Rick Cook
(512) 972-1801; Fax (512) 972-1834
1000 Forest View Drive
Austin, Texas
The delivery and departure route for Ulrich Water Treatment Plant is restricted to Red Bud Trail.
rick.cook@ci.austin.tx.us
Ullrich WTP can accept 20-ton (40,000 lb) load deliveries.
- ◇ **Davis Water Treatment Plant, Activated Carbon Building**
Contact Person: Donald Hunter
(512) 972-1723, Fax: (512) 972-1439
3500 W. 35th Street
Austin, Texas
donald.hunter@ci.austin.tx.us
Davis WTP can accept 15-ton (30,000 lb) load deliveries.

- 6.13 The City reserves the right to add/delete locations, as it deems necessary.

7.0 INVOICING

- 7.1 The Contractor shall submit invoices within three (3) calendar days **including all corresponding copies of signed Chemical Delivery form** for each delivery. Payment may be withheld on any invoice if forms are not signed and submitted with invoices. (Reference: Form 0300, Standard Terms and Conditions, No. 12 and No. 13).
- 7.2 Invoices shall be sent to the corresponding Water Treatment Plants where each delivery has been made.

7.3 Invoice shall include, but is not limited to, the following:

- Contractor's name, on a professionally pre-printed form
- Contractor's address and phone number
- City's contract number/purchase order number
- Date of each delivery
- Itemized description and pricing for each delivery
- Signed Chemical Delivery form for each delivery

8.0 SECURITY

Due to developments in national security, the Austin Water Utility Department needs to know who is delivering bulk chemicals to our plants and ensure orders are accurate. Contractor shall FAX the "Chemical Delivery Notice" form (Attachment A) on company letterhead, to the anticipated delivery site upon receiving a purchase order and dispatching driver(s) for delivery to the plants. The driver must provide a picture ID.

D:\Form\11-1-01

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

COMPANY NAME: _____

TYPE OF CHEMICAL TO BE DELIVERED: _____

DELIVERY INFORMATION

TIME DELIVERY LEFT COMPANY: _____

ESTIMATED ARRIVAL TIME: _____

TRUCK DESCRIPTION

MAKE: _____

MODEL: _____

COLOR: _____

LICENSE PLATE NO.: _____

DRIVER INFORMATION

NAME: _____

BADGE OR EMPLOYEE NO.: _____

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

**BID SHEET
CITY OF AUSTIN
POWDERED ACTIVATED CARBON**

BID NO. SSC0139

RQM NO. 2200-11012500148

BID OPENING DATE AND TIME: 3:00 P.M. on March 16, 2011

BUYER: Sydney Ceder

Copies of Bid: Vendor must submit two copies of its signed bid - one original and one copy.

Special Instructions: Be advised that exceptions taken to any portion of the solicitations may jeopardize acceptance of the bid. NOTE: Bid sheet contains estimated annual usage, but the initial contract award will be based on an estimated two (2) year quantity.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
1	Powdered Activated Carbon - Ullrich Water Treatment Plant - 20-tons load	300	tons		
	MFG. NAME:				
2	Powdered Activated Carbon - Davis Water Treatment Plant - 15-tons load	220	tons		
	MFG. NAME:				
3	Freight charge for split deliveries as specified in paragraph 6.6 of the attached specification.	3	EA		
	Freight Classification:				
	Current Freight rate:				
	Shipping Location:				

DELIVERY SHALL BE MADE WITHIN **14 CALENDAR DAYS** AFTER RECEIPT OF ORDER EITHER VERBALLY OR IN WRITING.

DELIVERY TERMS: DELIVERY IS TO BE FOB DESTINATION, PREPAID AND ALLOWED

DELIVERY METHOD: _____

COMPANY NAME: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

PRINTED NAME: _____

EMAIL ADDRESS: _____

**CITY OF AUSTIN
PURCHASING OFFICE
REFERENCE SHEET**

Please Complete and Return This Form with the Offer

SOLICITATION NUMBER: SSC0139

OFFEROR'S NAME: _____ **DATE:** _____

The Offeror shall furnish, with the Offer, the following information, for at least insert # recent customers to whom products and/or services have been provided that are similar to those required by this Solicitation.

1. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number () Fax Number ()
Email Address _____
2. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number () Fax Number ()
Email Address _____
3. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number () Fax Number ()
Email Address _____
4. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number () Fax Number ()
Email Address _____
5. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number () Fax Number ()
Email Address _____

**City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NONDISCRIMINATION CERTIFICATION
SOLICITATION NO. SSC0139**

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4 of the Code of the City of Austin (Discrimination in Employment by City Contractors) requires that at all times while acting as a Contractor (as defined under Chapter 5-4) a Contractor must agree:

- (1) Not to engage in any discriminatory employment practice defined in this chapter (including any later amendments or modifications).
- (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 form of compensation and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to the employees and applicants for employment, notices to be provided by the City 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 the City's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to insure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen 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.

Please check one of the following:

- ☐ Our firm's nondiscrimination policy conforms to the requirements of City Code, Chapter 5-4-2-B, items (1) through (7) and will be sent to the City upon request.
- ☐ Our firm does not have an established nondiscrimination policy and will adopt the City's minimum standard shown below. Our firm will send the adopted policy on company letterhead to the City upon request.

Minimum Standard Nondiscrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the _____ (company name) will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The _____ (company name) 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.

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 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.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with this chapter.

Contractor's Name: _____

Signature of Officer or
Authorized
Representative: _____

Date: _____

Printed Name: _____

Title: _____

City of Austin, Texas
NON-SUSPENSION OR DEBARMENT CERTIFICATION
SOLICITATION NO. SSC0139

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. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name: _____

Signature of Officer
or Authorized
Representative: _____

Date: _____

Printed Name: _____

Title _____

CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT
SOLICITATION NO. SSC0139
FOR
POWDERED ACTIVATED CARBON

State of Texas

County of Travis

The undersigned "Affiant" is a duly authorized representative of the Offeror for the purpose of making this Affidavit, and, after being first duly sworn, has deposed and stated and hereby deposes and states, to the best of his or her personal knowledge and belief as follows:

The term "Offeror", as used herein, includes the individual or business entity submitting the Offer and for the purpose of this Affidavit includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and anyone or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

1. **Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:
 - a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
 - b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.
2. **Preparation of Solicitation and Contract Documents.** The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
3. **Participation in Decision Making Process.** The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract hereunder, no individual, agent, representative, consultant, subcontractor, or subconsultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
4. **Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.
5. **City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.
6. **Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:
 - a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;

**CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT**

- b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$250 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that OWNER is considering doing business with the Offeror.
- c. as required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7th) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:
<http://www.ci.austin.tx.us/cityclerk/coi.htm>

There are statutory penalties for failure to comply with Chapter 176.

If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation in the space provided below or, as necessary, on separate pages to be annexed hereto.

7. **Anti-Lobbying Ordinance.** As set forth in the Solicitation Instructions, Section 0200, paragraph 7N, between the date that the Solicitation was issued and the date of full execution of the Contract, Offeror has not made and will not make a representation to a member of the City Council, a member of a City Board, or any other official, employee or agent of the City, other than the Authorized Contact Person for the Solicitation, except as permitted by the Ordinance.

OFFEROR'S EXPLANATION:

Contractor's Name: _____

Printed
Name: _____

Title _____

Signature of Officer or Authorized Representative: _____

Subscribed and sworn to before me this ____ day of _____, 20____.

Notary Public

My Commission Expires _____

City of Austin, Texas
NONRESIDENT BIDDER PROVISIONS
SOLICITATION NO. SSC0139

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "Non-resident Bidder"?

Answer: _____

- (1) Texas Resident Bidder – A Bidder whose principal 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: _____ Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____

Bidder's Name: _____

Signature of Officer or
Authorized
Representative: _____

Date: _____

Printed Name: _____

Title _____

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS FORM**

SOLICITATION NUMBER: SSC0139

PROJECT NAME: POWDERED ACTIVATED CARBON

The City of Austin has determined that no goals are appropriate for this project. Even though no goals have been established for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No _____ If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope.

Yes _____ If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, subconsultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though no goals have been established, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

Company Name

Name and Title of Authorized Representative (Print or Type)

Signature

Date

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS UTILIZATION PLAN**
(Please duplicate as needed)

SOLICITATION NUMBER: SSC0139

PROJECT NAME: POWDERED ACTIVATED CARBON

PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant			
Address			
City, State Zip			
Phone		Fax Number	
Name of Contact Person			
Is company City certified?		Yes <input type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>	

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Name and Title of Authorized Representative (Print or Type)

Signature

Date

Provide a list of all proposed subcontractors/subconsultants/suppliers that will be used in the performance of this Contract. **Attach Good Faith Efforts documentation if non MBE/WBE firms will be used.**

Sub-Contractor/Consultant	
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Vendor ID Code	
Contact Person	Phone Number:
Amount of Subcontract	\$
List commodity codes & description of services	

Sub-Contractor/Consultant	
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Vendor ID Code	
Contact Person	Phone Number:
Amount of Subcontract	\$
List commodity codes & description of services	

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor _____ Date _____ Director/Deputy Director _____ Date _____

**CITY OF AUSTIN
PURCHASING OFFICE
"NO OFFER" REPLY FORM**

SOLICITATION NUMBER: SSC0139

Please Complete and Return This Form to the following address to Indicate a "No Offer" Reply

City of Austin
Purchasing Office
P.O. Box 1088
Austin, Texas 78767-8845

(DO NOT RETURN ALONG WITH OFFER)

Please check the appropriate box to indicate why your firm is submitting a "no offer" response. Failure to respond to three (3) consecutive solicitations may result in your company being removed from the source list for this commodity or service. Completion of this form will assist us in maintaining an accurate, up-to-date source list.

COMMODITY CODE: 88508

DESCRIPTION: ACTIVATED CARBON

- ☐ Unable to supply item(s) specified. Remove my company from the source list for the Commodity / Service Group
- ☐ Unable to supply item(s) specified. Retain my company on the vendor list for this commodity / service.
- ☐ Cannot meet the Scope of Work / Specifications.
- ☐ Cannot provide required Insurance.
- ☐ Cannot provide required Bonding.
- ☐ Job too small.
- ☐ Job too large.
- ☐ Do not wish to do business with the City. Remove my company from the City's Vendor list.
- ☐ Other reason (please state why you will not submit a bid):

Contractor's Name:

Street Address

City, State, Zip Code

Signature of Officer or
Authorized

Representative:

Date:

Printed Name:

Title



TO: Veronica Lara, Director
Department of Small and Minority Business Resources

FROM: Sydney Ceder, Senior Buyer

DATE: February 11, 2011

SUBJECT: Approval to use Zero Goals for Solicitation No. SSC0139
Project Name: Powdered Activated Carbon
Commodity: 88508 - Activated Carbon and Filter Elements
Code(s):
Estimated Value: \$200,000/Annually

The Purchasing Office has determined that the following Goals are appropriate for this Commodity solicitation:

☒ No Goals (Goal of 0%)

This determination is based on the following reasons:

This solicitation will be bid by and awarded to a prime contractor. No subcontracting opportunities

Per paragraph 3.2.1 of the Rules Governing the Minority and Women Owned Business Enterprise Program, please approve the use of the above goals by completing and returning the below endorsed questions, please call me at 974-2035.

☐ Approval is hereby granted to use the above Goals.

☐ Approval is hereby denied. Recommend the use of the following goals based on the below reasons:

a. Goals: _____ % MBE _____ % WBE

b. Subgoals: _____ % African American _____ % Hispanic

_____ % Native/Asian American _____ % WBE

This determination is based on the following reasons: no subcontracting opportunities


Veronica Lara, Director

Date: 2-16-11

cc: Lynda Thorpe, Purchasing



REQUISITION
RQS VENDOR MULTI

PAGE NO: 1
REFERENCE NUMBER: RQM 2200 11012500148
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Requestor: Darrell Richmond, 972-0313
Buyer:

THE CITY'S STANDARD PURCHASE TERMS AND CONDITIONS (T & Cs) ARE HEREBY INCORPORATED INTO THIS PURCHASE ORDER (PO) BY REFERENCE, WITH THE SAME FORCE AND EFFECT AS IF THEY WERE INCORPORATED IN FULL TEXT. THE FULL TEXT VERSIONS OF THE T&Cs ARE AVAILABLE AT <http://www.ci.austin.tx.us/purchase/standard.htm> OR CALL THE PURCHASING OFFICE AT (512) 974-2500. PLEASE INCLUDE ABOVE REFERENCE NUMBER ON ALL PACKAGES, DELIVERIES AND INVOICES.

Line	Quantity	Unit	Commodity Information / Description (s)		Unit Price	Extended Amount
1		TON	Commodity:	88508 Activated Carbon and Filter Elements	\$.00	\$.00
			Davis WTP Qty. 220-tons			
			Ship To: Davis Water Treatment Plant, 3500 W 35TH ST, Austin TX 78703-1069			
2		TON	Commodity:	88508 Activated Carbon and Filter Elements	\$.00	\$.00
			Ullrich Qty. 300-tons			
			Ship To: Ullrich Water Treatment Plant, 1000 FOREST VIEW DR, Austin TX 78746-4524			

Order Total: \$.00

VENDOR INSTRUCTIONS:

1. SEND ORIGINAL INVOICE WITH DUPLICATE COPY TO THE CITY DEPARTMENT TO WHICH THE GOOD(S) WERE DELIVERED.
2. SHIPPING INSTRUCTIONS: F.O.B. DESTINATION UNLESS OTHERWISE SPECIFIED.
3. NO FEDERAL OR STATE SALES TAX SHALL BE INCLUDED IN PRICES BILLED. LIMITED SALES TAX #74-6000085.

Authorized Agent for City Manager

By acceptance of this purchase order, you agree to comply with the terms and conditions incorporated herein by reference and made a part of this order.

Date