



Solicitation **COVER SHEET**

IDENTIFICATION

Number	RFP 5000 MMO3015
Title	Specialty Chemical Water Treatment Services
Summary	Specialty chemical water treatment services for optimizing boiler water, cooling water, chilled water, and water production equipment to industrial and commercial City-owned sites at multiple locations.
Type	Request for Proposals (RFP)
Version (Addenda)	2

AUTHORIZED CONTACT PERSONS

Primary	Marian Moore, Procurement Supervisor; (512) 974-2062; marian.moore@austintexas.gov
Secondary	Jo Gutierrez, Procurement Specialist IV; (512) 974-2827; jo.gutierrez@austintexas.gov
Subcontractor Questions	Small Minority Business Resources Department; (512) 974-7600; SMBRComplianceDocuments@austintexas.gov
Notes	See Solicitation Instructions, 3.1 Authorized Contact Persons.

IMPORTANT DATES

OFFERS DUE

Date and Time	March 7, 2023, at 2:00 PM CST
Notes	See Solicitation Instructions, 5 Offer Submission.

OFFER OPENING

Date and Time	March 7, 2023, at 3:00 PM CST
Notes	See Solicitation Instructions, 5 Offer Submission.

QUESTIONS DUE

Date and Time	February 7, 2023 at 3:00 PM CST
Submission Method	Email Only
Notes	See Solicitation Instructions, 3.2 Questions.

PUBLISHED

Date	January 23, 2023
Available Online	https://www.austintexas.gov/financeonline/account_services/solicitation/solicitations.cfm
Available Hardcopy	Purchasing Office; 124 w. 8 th Street, Suite 300; Austin, TX 78701

SOLICITATION DOCUMENTS

Document name	Pages	Date
<u>Solicitation Packet – RFP 5000 MMO3015 Includes the following:</u>		01/23/2023
<u>Solicitation Cover Sheet v.2</u>	2	02/24/2023
<u>Solicitation Instructions</u>	11	01/23/2023
<u>Terms and Conditions</u>	28	01/23/2023
<u>Scope of Work</u>	11	01/23/2023
<u>Exhibit A – Site Details</u>	2	01/23/2023
<u>Exhibit B – Additional Requirements</u>	4	01/23/2023
<u>Pricing Submittal – RFP 5000 MMO315 – Complete both tabs and return</u>	9	01/23/2023
<u>Offer and Certifications – RFP 5000 MMO3015 – Complete and return</u>	14	01/23/2023
<u>Exceptions Checklist - Complete and return if applicable</u>	1	01/23/2023
<u>Addendum 1 - Complete and return</u>	2	02/08/2023
<u>Addendum 2 - Complete and return</u>	7	02/24/2023

NIGP CODES**COMMODITY CODES**

Code	Description
96223	Chemical Treatment of Boiler and Tower Water



Solicitation INSTRUCTIONS

Solicitation No.
RFP 5000 MMO3015

1 REQUEST FOR PROPOSALS

- 1.1 Invitation.** The City of Austin invites all Responsible Offerors to submit Proposals to provide the goods and/or services described in this Solicitation.
- 1.2 Documents.** This Request for Proposals ("RFP" or "Solicitation") is composed of all documents listed in the Attachments section of the Solicitation Cover Sheet.
- 1.3 Process.** The process described in this RFP is the Competitive Sealed Proposals process. This process is procedurally compliant with the competitive proposal processes prescribed by Texas Local Government Code Ch. 252 and Ch. 271.
- 1.4 Changes.** The City may change or revise any of the contents of this Solicitation through the issuance of a written Addendum. Any Addenda issued will be added to the Attachments section of the Solicitation Cover Sheet. The Version number displayed in the Solicitation Cover Sheet will indicate the number of Addenda issued. Any explanation, clarification, interpretation or change to the Solicitation made in any other manner is not binding upon the City, and Offerors shall not rely upon such explanation, clarification, interpretation or change. Oral explanations or instructions given before the award of the Contract are not binding.
- 1.5 Review of Documents.** Offerors shall review the entire Solicitation, as revised. Offerors shall notify the Authorized Contact Person(s) listed on the Solicitation Cover Sheet in writing of any omissions, ambiguities, inconsistencies or errors in the Solicitation prior to the Offer Due Date and Time displayed in the Important Dates section of the Solicitation Cover Sheet. Offerors shall also notify the City of any Solicitation contents the Offeror believes may be unreasonably restrictive.
- 1.6 Cancellation.** The City reserves the right to cancel this Solicitation at any time for any reason and to resolicit the goods and services included in this Solicitation.

2 PUBLICATION AND NOTICES

- 2.1 Publication.** This Solicitation was published in the City's financial services website, Austin Finance Online, as of the Published date displayed in the Solicitation Cover Sheet section.
- 2.2 Email Notices.** On the Solicitation's Published date, email notices regarding this Solicitation were issued to all vendors registered in Austin Finance Online, that had previously selected the NIGP Codes displayed in the Solicitation Cover Sheet section. All subsequent email notices regarding this Solicitation will be limited to those vendors or other persons that subscribe to this Solicitation in Austin Finance Online.
- 2.3 Newspaper Notices.** If applicable, one or more notices of this Solicitation were published in the newspaper as required by statute.
- 2.4 Third-Party Notices.** Austin Finance Online is the only source of official notices regarding this Solicitation. Prospective Offerors shall not rely on any notices concerning this Solicitation received from sources other than Austin Finance Online.

3 COMMUNICATIONS AND MEETINGS

- 3.1 Authorized Contact Persons.** The names and contact information for the authorized contact persons for this Solicitation are displayed in the Solicitation Cover Sheet. Offerors needing assistance contacting an Authorized Contact Person regarding this Solicitation may also contact the Purchasing Office's main line at (512) 974-2500 and request assistance from any member of the Purchasing Office's management team. Offerors may direct specific questions concerning subcontractors and responding to the Minority-owned Business Enterprise and Women-owned Business Enterprise Procurement Program requirements to the SMBR contact, also listed on the Solicitation Cover Sheet.

- 3.2 Questions.** Offerors shall submit any questions concerning this Solicitation in writing via e-mail to the Authorized Contact Persons displayed on the Solicitation Cover Sheet. The City will respond to all questions received by the Questions Due Date and Time displayed on the Solicitation Cover Sheet. The City will publish one or more Addenda displaying all timely received questions and the City's responses to each for any information not already contained in the solicitation.
- 3.3 Vendor Help Desk.** For general questions concerning the City's online financial services system, Austin Finance Online, Vendor Connection ("Vendor Connection"), Offerors may contact the Vendor Help Desk at (512) 974-2018. Assistance from the Vendor Help Desk is limited to navigating and using Vendor Connection only. The Vendor Help Desk will not respond to any questions concerning a specific Solicitation.
- 3.4 No-Lobbying.** This Solicitation is subject to City Code, Ch. 2-7, Article 6, Anti-Lobbying and Procurement. (https://assets.austintexas.gov/purchase/downloads/New_ALO_Ordinance_No_20180614-056.pdf) The No-Lobbying period for this Solicitation starts on the Published Date displayed on the Solicitation Cover Page. The No-Lobbying Period continues through the earliest of the following: (i) the Solicitation is cancelled, (ii) the last of any resulting contract(s) are executed, or (iii) 60-days following Council authorization of the last contract resulting from this Solicitation. The No-Lobbying Period continues throughout the completion of the solicitation process. During the No-Lobbying Period, Offerors, Respondents and/or their Agents shall not make any prohibited communications to City Officials or City employees other than the Authorized Contact Persons. Respondents includes both prospective and actual Offerors.
- 3.5 Pre-Offer Conferences.** The City may hold one or more pre-offer conferences to review the Solicitation and to receive verbal questions. The Solicitation Cover Sheet will display if a Pre-Offer Conference is being held and if attendance at this meeting is mandatory. If a Pre-Offer Conference is planned, the date, location, time and any other necessary information regarding this meeting will also be displayed in the Solicitation Cover Sheet. Attendance at any Pre-Offer Conference will be recorded and will be included in an Addendum published following the meeting. As the Solicitation is subject to changes (See Solicitation Instruction, 1.4 Changes.) Offerors shall not rely on verbal exchanges that may occur at a Pre-Offer Conference. Offerors shall continue to submit all questions in writing (See Solicitation Instructions, 3.2 Questions.)
- 3.6 Site Visits.** The City may hold one or more site visits to allow prospective Offerors to inspect the location(s) where work under any resulting contract will be performed and to receive verbal questions. The Solicitation Cover Sheet will display if a Site Visit is being held and if attendance at this meeting is mandatory. If a Site Visit is planned, the date, location, time and any other necessary information regarding this meeting will also be displayed in the Solicitation Cover Sheet. Attendance at any Site Visit will be recorded and will be included in an Addendum published following the meeting. As the Solicitation is subject to changes (See Solicitation Instruction, 1.4 Changes.) Offerors shall not rely on verbal exchanges that may occur at a Pre-Offer Conference. Offerors shall continue to submit all questions in writing (See Solicitation Instructions, 3.2 Questions.)
- 4 OFFER PREPARATION**
- 4.1 Offer Submittals.** Offerors intending to respond to this Solicitation shall download and complete each of the Submittal documents listed in the Solicitation Cover Sheet. Submittal documents will include additional Solicitation instructions specific to its contents. Offerors will complete each Submittal in accordance with the instructions in the submittal. At a minimum, submittals will include a Price Offer, a Technical Offer, and an Offer and Certifications submittal.
- 4.2 Alternate Offers.** Unless excluded elsewhere in the Solicitation, Offerors may submit alternative Offers, in addition to their primary Offer. Offerors seeking to submit an alternative Offer may include with their completed Submittals, any alternative Submittals as applicable.
- 4.3 Exceptions.** Offerors shall indicate if they take exception to any portions of the Solicitation in their Proposal. Any exceptions included in the Proposal may negatively impact the City's evaluation of the Proposal or may cause the City to reject the Proposal entirely.

- 4.4 Proposal Acceptance Period.** All proposals are valid for a period of one hundred and eighty (180) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal
- 4.5 Proprietary and Confidential Information.** All Offers received and opened by the City are subject to the Texas Government Code, Ch. 552, and will be made available to the public. Offerors seeking to keep any portions of their Offer confidential shall mark each such portion as “Proprietary”. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The City may request a review and determination from the Attorney General’s Office of the State of Texas, of any Proposal contents marked as “Proprietary”. A copyright notice or symbol is insufficient to identify proprietary or confidential information.
- 4.6 Cost of Offer Preparation and Participation.** Offerors are responsible for all costs related to the preparation of their Offer and incurred while participating in this Solicitation process.
- 4.7 Minority and Women Owned Business Enterprise (MBE/WBE) Procurement Program.** If the solicitation includes an MBE/WBE Program Compliance Plan or Offeror intends to subcontract, the Offeror 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 Subcontractor Utilization Plan as approved by the City (the “Plan”).
- 4.8 Living Wages.** The City requires Contractors submitting Offers on this Contract to provide a certification (see the Living Wages Contractor Certification included in the Solicitation) with their Offer certifying that all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$20.00 per hour. The certification shall include a list of all Contractor Employees (and all tiers of Subcontracting) directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- 4.9 Proposal Bond. (“Bond”)**
- 4.9.1** All Offers should be accompanied by a Proposal Bond (electronic or paper copy) in an amount of \$50,000. The Proposal Bond must have a Power of Attorney attached, issued by a solvent surety authorized under the laws of the State of Texas and acceptable to the City.
- 4.9.2** The Proposal Bond accompanying the Offer of the apparent successful Offeror will be retained until a Contract is awarded and the successful Offeror executes the Contract and furnishes any required bonds and insurance, after which the Proposal Bond will be returned to the Offeror. The Proposal Bond provided by the next lowest or next Best Offeror will be retained until a Contract is awarded. All other Proposal Bonds will be returned within a reasonable amount of time necessary to make an award recommendation.
- 4.10 Hazardous Materials.**
- 4.10.1** If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Safety Data Sheets (SDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.
- 4.10.2** Failure to submit the SDS as part of the Offer may subject the Offer to disqualification from consideration for award.
- 4.10.3** The SDS, instructions and information required in paragraph “A” must be included with each shipment under the contract.

5 OFFER SUBMISSION

Offers in response to this Solicitation may be submitted using one of the following methods.

- 5.1 Electronic Offers.** Electronic Offers (electronic documents) shall be submitted to the City of Austin using the Solicitation’s eResponse function, available through the City’s online financial system, Austin Finance Online. To submit Electronic Offers using the eResponse function, Offeror’s must first be registered as a vendor with the City of Austin in Austin Finance Online.

See [Instructions, Submitting Offers in Austin Finance Online](#).

- 5.1.1 Due Date and Time for Electronic Offers.** Electronic Offers in response to this Solicitation shall be submitted via eResponse by the Offer Due Date and Time displayed in the Important Dates section of the Solicitation Cover Sheet. The system time within Austin Finance Online shall be the official time of record for Electronic Offers.
- 5.1.2 Withdrawing Electronic Offers.** Electronic Offers submitted online in response to this Solicitation may be withdrawn, revised and resubmitted using the eResponse function any time prior to the Solicitation's Due Date and Time. Withdrawn Electronic Offers may be resubmitted, with or without modifications, up to the Solicitation's Due Date and Time.
- 5.1.3 Late Electronic Offers.** The Solicitation's eResponse function in Austin Finance Online will not allow Electronic Offers to be submitted past the Solicitation's Due Date and Time.
- 5.1.4 Opening Electronic Offers.** The information regarding Electronic Offers will become available on or shortly after the Offer Opening Date and Time stated on the Solicitation's Cover Sheet. When Electronic Offers are opened, the names of each Offeror would be displayed within the Solicitation's eResponse section. For Solicitations conducted via Competitive Sealed Bidding, the Price Offer for each Offeror will also be displayed in the eResponse section.
- 5.2 Hardcopy Offers.** Hardcopy Offers (physical documents including paper and flash drives) must be returned in a sealed envelope and shall be delivered to the City of Austin's Purchasing Office at one of the following addresses, depending on the delivery method:

Deliveries by US Mail	Deliveries by Courier Services (e.g., Fedex, UPS, etc.) and In-Person Deliveries
City of Austin Financial Services Department - Procurement Response to Solicitation: RFP 5000 MMO3015 P.O. Box 1088 Austin, Texas 78767-8845	City of Austin, Municipal Building Financial Services Department - Procurement Response to Solicitation: RFP 5000 MMO3015 124 W 8 th Street, Rm 310 Austin, Texas 78701 Reception Phone: (512) 974-2500

- 5.2.1 Due Date and Time for Hardcopy Offers.** Hardcopy Offers in response to this Solicitation shall be received by the City via one of the aforementioned delivery methods by the Offer Due Date and Time displayed in the Important Dates section of the Solicitation Cover Sheet. The time stamp clock at the Purchasing Office reception desk shall be the official time of record for Hardcopy Offers.
- 5.2.2 Withdrawing Hardcopy Offers.** See below for changes due to the COVID-19 pandemic.
- 5.2.3 Late Hardcopy Offers.** All Hardcopy Offers received after the Solicitation's Due Date and Time will be rejected. Late Hardcopy Offers that are inadvertently received by the City shall be returned to the Offeror. It is the responsibility of the Offeror to ensure that their Offer arrives at the proper location by the Solicitation's Due Date and Time. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Hardcopy Offer arriving on time. The City may, at its sole discretion, receive a late Hardcopy Offer if the City's misdirection or mishandling was the sole or main cause for the Hardcopy Offer's late receipt at the designated location.
- 5.2.4 Opening Hardcopy Offers.** The City will open Hardcopy Offers on or shortly after the Offer Opening Date and Time stated on the Solicitation's Cover Sheet. When Hardcopy Offers are opened, the names of each Offeror would be read aloud. For Solicitations conducted via Competitive Sealed Bidding, the Price Offer for each Offeror will be available to read aloud. If no one is in attendance at the Solicitation Opening, the aggregate

price will be read aloud, with the remaining Price Offer available for public inspection immediately following the Solicitation opening.

5.3 Special procedures due to 2020 COVID-19 Pandemic.

- 5.3.1 Confirmation of Submittals** – Due to the current Pandemic circumstances, the City is not able to provide written confirmation of Hardcopy Offers when they are received or able to verify receipt of Hardcopy Offers or provide signature confirmation of Offers delivered by common carriers.
- 5.3.2 Withdrawing Hardcopy Offers** – Hardcopy Offers may be withdrawn in writing or by email at any time prior to the Solicitations Due Date and Time. Offerors must send emails to withdraw Offers to the following email address: PurchasingAdmin@austintexas.gov
- 5.3.3 Solicitation Openings** - Due to the current Pandemic circumstances, the City is not facilitating public attendees at Solicitation openings. Instead, the City will conduct this Solicitation opening via live webcast at the following website: https://www.austintexas.gov/financeonline/afo_content.cfm?s=66.

When conducting a Solicitation opening via webcast, the City will read the applicable information from Hardcopy Offers aloud and will referring the public to the Solicitation's eResponse section to view the remaining Electronic Offers.

6 OFFER EVALUATION

- 6.1 Basis of Competition.** The City may compare Offers based on groups or categories and will choose the basis of competition that best meets the City's needs for the resulting contracts. The basis of competition for each RFP will be described in section 11, Evaluation of Offers below.
- 6.2 Minimum Responsiveness.** Proposals are Minimally Responsive when they include all of the Submittals listed in this Solicitation, completed and with sufficient detail in each to evaluate the Proposal in accordance with the Solicitation's Instructions. Proposals that are not Minimally Responsive may be deemed non-responsive and rejected.
- 6.3 Responsibility.** An Offeror is responsible if they have the financial and practical ability, resources, expertise, past performance and positive compliance history with all City ordinances. An Offer may be rejected if an Offeror is determined to not be responsible.
- 6.4 Clarifications.** Any time after the opening of Proposals, the City may contact Offerors to ask questions about their Proposal's contents in order to better understand these contents as-written. Responses to clarification questions, whether done verbally or submitted in writing, do not change the Proposal's contents. Clarifications are not to be confused with Discussions as described herein.
- 6.5 Evaluation.** Proposals that are Minimally Responsive will be evaluated based on the Evaluation Factors listed in Section 11.1 of the Solicitation Instructions. Evaluation Factors correspond to their specified Submittals and shall indicate their respective weighting next to each. Proposal submittals not identified as Evaluation Factors will be evaluated on a pass / fail basis in accordance with the Solicitation's Instructions and any further instructions within each Solicitation. Although minimum responses are required in all Submittals, the Submittals identified as Evaluation Factors will be used to differentiate the Proposals and to identify which Proposal(s) represent the Best Value to the City. The City's evaluation may be made without Clarifications or Discussions with Offerors. Proposals should, therefore, include the Offeror's most favorable terms.
- 6.6 Discussions and Proposal Revisions.** After completing initial evaluations, the City may enter into Discussions (communications which may include negotiations and feedback about the Proposal submitted) with one or more Offerors submitting the highest rated Proposal(s). Following the completion of Discussions, the City may request Proposal revisions from these Offerors. The City may seek multiple rounds of Discussions and Proposal revisions as deemed necessary by the City. The City may revise its initial evaluations depending on the contents of any Proposal revisions received following these Discussions.
- 6.7 Interviews/Presentations.** The City may require that one or more Offeror submitting the highest rated Proposals participate in interviews and/or presentations.

7 CONTRACT AWARD AND EXECUTION

- 7.1 Award Determination.** City staff will recommend Contract award to the Offeror(s) submitting the highest rated Proposal(s) based on the Evaluation Factors set forth in this Solicitation. The Award Determination will be published to Austin Finance Online and notice will be sent to all Offerors subscribed to the Solicitation.
- 7.2 Multiple Awards.** If the City determines that multiple contracts are needed, the City will award one or more additional contracts to the Offeror(s) submitting the next highest rated Proposal(s).
- 7.3 Contract Execution.** Contracts within the City Manager's authority will be awarded and executed simultaneously. Contracts above the City Manager's authority will be executed following their authorization by the Austin City Council.

8 ADMINISTRATIVE MATTERS

- 8.1 Solicitation File.** All documents included in this Solicitation, and all timely received Offers in response to this Solicitation, except for Offer contents deemed by Offerors to be proprietary and confidential, will be available for public inspections upon the execution of the contract.
- 8.2 Debriefings.** Offerors may request a debriefing meeting to ask any questions concerning the Solicitation's contents, process or the evaluation of their Offer. Debriefing meetings are informal exchanges and may be requested anytime following the earlier of (i) after the contract resulting from this Solicitation is executed, or in the case of multiple awards, the last contract is executed; (ii) the date the Solicitation is cancelled. Debriefings are not public called meetings in accordance with the Texas Open Meetings Act and are usually limited to a single Offeror and any of their representatives. Only information regarding the Solicitation documents and the Offeror's Offer (including City's evaluation of the Offer) in response to the Solicitation will be discussed.
- 8.3 Reservations.** The City reserves the right to: (i) specify approximate quantities in the Solicitation; (ii) extend the Solicitation due date and time; (iii) add additional terms or modify existing terms in the Solicitation; (iv) reject an Offer containing exceptions, additions, qualifications or conditions not called for in the Solicitation; (v) reject an Offer received from an Offeror who is currently debarred or suspended by the City, State, or Federal Government; (vi) reject an Offer that contains fraudulent information; (vii) reject an Offer that has material omissions; (viii) reject any or all Offers; (ix) procure any goods or services included in this Solicitation by other means; (x) consider and accept alternate Offers, if specified in the Solicitation, when most advantageous to the City; (xi) reject an Offer if prices in the Offer are unbalanced (some prices are significantly high and other prices are significantly low) and/or (xii) waive any minor informality in any Offer or procedure so long as the deviation does not affect the competitiveness of the Solicitation process.
- 8.4 Protests.** The Purchasing Officer has the authority to settle or resolve any claim of an alleged deficiency or protest. The procedures for notifying the City of Austin of an alleged deficiency or filing a protest are listed below. If you fail to comply with any of these requirements, the Purchasing Officer may dismiss your complaint or protest.
- 8.4.1 Protest regarding the Solicitation (Pre-Submittal Protest).** Any protest regarding the Solicitation by the City shall be filed no later than five (5) days prior to the due date and time for proposals. Any protest filed after that date which raises issues regarding the Solicitation will not be considered.
- 8.4.2 Protests regarding the evaluation of Proposals.** Any protest regarding the evaluation of Proposals by the City shall be filed with the City no later than five (5) days after the notification of award recommendation is posted on Austin Finance Online, or notification that the protestor's status as a Offeror has changed, such as notification that an Offer has been found to be non-responsive or an Offeror has been found to be non-responsible. Any protest filed after such date which raises issues regarding the evaluation will not be considered. Offerors may only protest the evaluation of their Proposal.
- 8.4.3 Protest Regarding Award of Contract (Post-Award Protest).** Any protest regarding the award of the contract shall be filed no later than ten (10) days after the date of award. Any protest regarding the award of the contract filed after such date will not be considered.

- 8.4.4** You shall submit your protest in writing and it shall include the following information: (i) your name, address, telephone, and email address; (ii) the Solicitation number; (iii) the specific facts and/or law upon which the protest of the Solicitation or the award is based, including all pertinent documents and evidence thereto; and (iv) the form of relief requested.
- 8.4.5** Your protest shall be concise and presented logically and factually to help with the City's review.
- 8.4.6** When the City receives a timely written protest, the Purchasing Officer will determine whether the grounds for your protest are sufficient. If the Purchasing Officer decides that the grounds are sufficient, the Purchasing Office will schedule a protest hearing, usually within five (5) working days. If the Purchasing Officer determines that your grounds are insufficient, the City will notify you of that decision in writing.
- 8.4.7** The protest hearing is informal and is not subject to the Open Meetings Act. The purpose of the hearing is to give you a chance to present your case, it is not an adversarial proceeding. Those who may attend from the City are: representatives from the department that requested the purchase, the Department of Law, the Purchasing Office, and other appropriate City staff. You may bring a representative or anyone else that will present information to support the factual grounds for your protest with you to the hearing.
- 8.4.8** A decision will usually be made within fifteen (15) calendar days after the hearing.
- 8.4.9** The City will send you a copy of the hearing decision after the appropriate City staff has reviewed the decision.
- 8.4.10** When a protest is filed, the City usually will not make an award until a decision on the protest is made. However, the City will not delay an award if the City Manager or the Purchasing Officer determines that the City urgently requires the supplies or Services to be purchased, or failure to make an award promptly will unduly delay delivery or performance. In those instances, the City will notify you and make every effort to resolve your protest before the award.
- 8.5 Interested Parties Disclosure.** As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the successful Offeror. The Offeror is reminded that the provisions of Local Government Code 176, regarding conflicts of interest between the bidders and local officials remains in place. Link to Texas Ethics Commission Form 1295 process and procedures below:

<https://www.ethics.state.tx.us/File/>

9 DEFINITIONS

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.

"Addendum" means a written instrument issued by the Contract Awarding Authority that modifies or clarifies the Solicitation prior to the Due Date. "Addenda" is the plural form of the word.

"Best Offer" means the best evaluated Offer in response to a Request for Proposals or Request for Qualifications/Statements.

"Best Offeror" means the Offeror submitting the Best Offer.

"City" means the City of Austin, a Texas home-rule municipal corporation.

"Offer" means a complete signed response to a Solicitation including, but not limited to, a Request for Proposals.

“Offeror” means a person, firm, or entity that submits an Offer in response to this Solicitation. Any Offeror may be represented by an agent after submitting evidence demonstrating the agent’s authority. The agent cannot certify as to his own agency status.

“Proposal” means a complete, properly signed Offer to a Request for Proposals.

“Proposer” means a person, firm, or entity that submits an Offer in response to a Request for Proposals.

“Purchasing Office” refers to the Purchasing Office in the Financial Services Department of the City.

“Purchasing Officer” means the director of the Purchasing Office and the principle recipient of procurement authority from the City Manager.

“Request for Proposals” means all documents utilized for soliciting Proposals.

“Responsible Offeror” means the financial and practical ability of the Offeror to perform the Contract and takes into consideration resources, expertise, and past performance of the Offeror as well as compliance with all City ordinances concerning the purchasing process.

“Responsive” means meeting all the requirements of a Solicitation.

“Solicitation” means this Request for Proposals or RFP.

10. PROPOSAL SUBMITTALS

10.1 Table of Contents. Include page number references to all sections of the Offer. Sections should correspond to Proposal Submittal numbers and headers (e.g., “10.2 – Proposal Bond”).

10.2 Proposal Bond. Reference requirements for electronic or paper copy of Proposal Bond in Solicitation Instructions, Paragraph 4.9.

10.3 Hazardous Materials. Reference requirements in Solicitation Instructions, Paragraph 4.10.

10.4 Personnel and Exceptions.

10.4.1 **Authorized Negotiator:** Include name, address, email, and telephone number of a person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

10.4.2 **Contractor Contract Manager:** Include name, address, email, and telephone number of person in your organization who will act as the Contract Manager. Responsibilities to include coordination, review and acceptance of contractual issues such as Living Wage documentation compliance.

10.4.3 **Exceptions Checklist:** If applicable, include details regarding any exceptions taken to the contents of the Solicitation in the provided Exceptions Checklist. The City will presume that the Offeror is in agreement with all sections of the Solicitation unless the Offeror takes specific exceptions and documents them in the Exception Checklist.

10.5 Experience. Provide a description of your firm’s qualifications to assume the responsibilities required for this opportunity, including:

10.5.1 Firm History and Presence

10.5.2 Relevant Company Experience similar to the services outlined in this solicitation.

10.5.3 Provide three (3) references. Include company name, contact person, email address, and phone number.

- 10.5.3.1 References provided should be from organizations and projects of similar size and scope to the work outlined in the Solicitation. The references shall represent services provided within the last five (5) years. References shall indicate a record of positive past performance.
- 10.5.3.2 References provided shall be aware that they may be contacted by the City in the evaluation process. The City, at its discretion, may check references of current or past clients to evaluate the Offeror's experience and ability to provide the products and services described in this solicitation.

10.6 Concept and Approach. Provide a brief overview of your firm's concept and approach.

10.6.1 Site Visits.

- 10.6.1.1 Describe how Contractor personnel are assigned to maintain each site, how the workload is distributed. Discuss how personnel performance is monitored and managed.
- 10.6.1.2 Describe the process and minimum activities that will be performed at every service site visit. Provide any sample documents, checklists, etc. to be utilized by the Contractor.
- 10.6.1.3 Provide a sample monthly report for a site.
- 10.6.1.4 Describe the process and activities associated with inventory product deliveries.
- 10.6.1.5 Provide an overview of the existing chemical composition and approach to the services. Discuss any chemicals that are currently in use for which you recommend a change. Provide justification for recommendations.

10.6.2 Equipment and Quality Control Plan

- 10.6.2.1 Describe the equipment required to monitor/apply/control chemistry to ensure seamless equipment operation.
- 10.6.2.2 Describe your Quality Control Plan to ensure all of the variations of requirements needed for each individual site are met. This would include compatibility matrix for all chemicals and equipment, training of staff, calibration and testing of equipment, and documentation of all site visits including services performed.
- 10.6.2.3 List equipment, parts, and chemicals by site to be kept in inventory by the Contractor. If not kept in inventory by the Contractor, provide information on how the inventory will be maintained with the current supply chain conditions.

10.6.3 Laboratory

- 10.6.3.1 Describe the process for water quality testing and reporting on a weekly basis. Provide detail on methods used to assure report's accuracy and adherence to contract requirements.
- 10.6.3.2 Provide details on qualifications, certifications, accreditations, and special awards received by the laboratory.

10.6.4 Transition Plan

- 10.6.4.1 Provide a transition plan for the transfer of services and equipment from the existing contract. Provide an estimated timeline for the transition.

10.6.5 Quality Assurance Approach

- 10.6.5.1 Provide the management oversight plan to ensure compliance with the Contract. Include details about how the Contractor will maintain high-quality customer service, accessible communication channels, and adherence to schedule for service activities.
- 10.6.5.2 Provide the process for correcting any performance issues during the Contract term. Include details about the communication approach with City Site Contacts.

10.7 Safety. Provide detailed information on how services will be performed in a safe manner.

- 10.7.1 Provide a copy of your organization's safety program and protocol.
- 10.7.2 Provide an emergency response plan

10.7.3 Detail how safety is maintained with the interaction of various chemicals in the systems, possible unsafe reactions if spills occur, unintentional mixing of chemicals creating unsafe conditions, and during transportation and storage.

10.8 Price Proposal. Provide price information on the Price Sheet document included in this Solicitation. Include pricing on both tabs, Price Sheet – Rates tab and Price Sheet – Sample Sites tab. Whichever Offeror offers the City the most competitive price for Sample Sites will be awarded the maximum amount of points. Remaining points will be distributed on a pro-rated basis. The most competitive price will be based on calculated total.

10.9 Local Business Presence. The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. The Local Business Presence form in the Offer and Certifications section must be completed to be considered for Local Business Presence. Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of work as reflected in the Offeror's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. Any Offers with subcontracting not indicating specific percentages or dollar amounts will not receive Local Business Presence points for subcontracting.

10.10 Service-Disabled Veteran Business Enterprise ("SDVBE"). Pursuant to the interim Service-Disabled Veteran Business Enterprise (SDVBE) Program, Offerors submitting proposals in response to a Request for Proposals shall receive a three point (3 percent) preference if the Offeror, at the same time the proposal is submitted, is certified by the State of Texas, Comptroller of Public Accounts as a Historically Underutilized Business and is a Service-Disabled Veteran Business Enterprise. This preference does not apply to subcontractors. To receive this preference, Offerors shall complete the enclosed Section 0840 Service-Disabled Veterans Business Enterprise Preference Form, in accordance with the Additional Solicitation Instructions included therein.

11. Evaluation of Offers

11.1 Evaluation Factors

RFP Evaluation Factors	Maximum Points
Concept, Approach, and Safety (Reference Solicitation Instructions 10.6, 10.7)	37
Experience (Reference Solicitation Instructions 10.5)	25
Price Proposal (Reference Solicitation Instructions 10.8, Price Sheet – Sample Sites Tab, Price Sheet – Rates Tab)	25
Local Business Presence (Reference 10.9, Offer and Certifications, Local Presence Certification)	10

	Team’s Local Business Presence	Points Awarded		
	Local business presence of 90% to 100%	10		
	Local business presence of 75% to 89%	8		
	Local business presence of 50% to 74%	6		
	Local business presence of 25% to 49%	4		
	Local presence of between 1 and 24%	2		
	No local presence	0		
Service-Disabled Veteran Business Enterprise (Reference 10.10, Offer and Certifications, Service-Disabled Veteran Business Enterprise Preference)				3
Total				100

11.2 Interviews and/or presentations, Optional. The City will score proposals on the basis of the criteria listed above. The City may select a "short list" of Proposers based on those scores. "Short-listed" Proposers may be invited for presentations, demonstrations, or discussions with the City. The City reserves the right to re-score "short-listed" proposals as a result, and to make award recommendations on that basis.

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The Contractor agrees that the Contract shall be governed by the following terms and conditions.

1 GENERAL

1.1 TERM OF CONTRACT:

- A. The Contract shall commence upon execution unless otherwise specified and shall continue in effect until all obligations are performed in accordance with the Contract. Upon written notice to the Contractor from the City's Purchasing Officer or designee, unless specified otherwise in the Scope of Work, the Contract may be extended beyond the initial term at the City's sole option unless the Contractor is notified 30 days prior to the expiration. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.
- B. Upon expiration of the initial term or any period of extension, the Contractor agrees to holdover under the terms and conditions of this Contract for such a period as is reasonably necessary for the City to re-solicit and/or complete the Deliverables due under this Contract. Any holdover period will not exceed 180 calendar days unless mutually agreed on by both parties in writing.

1.2 INDEFINITE QUANTITY:

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

1.3 INVOICES:

- A. The Contractor shall submit separate Invoices for each Order after each delivery or on the schedule provided in the Contract. If partial shipments or deliveries are authorized by the City, a separate Invoice must be sent for each shipment or delivery made.
- B. Invoices shall be sent to the address on the Purchase Order or Delivery Order in the section entitled, "BILL TO". Proper Invoices must include a unique Invoice number, the purchase Order or delivery Order number, 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 according to pricing structure in the Contract. 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. Invoices received without all required information cannot be processed and will be returned to the vendor.
- C. Invoices for labor shall 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.
- D. **Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontracting 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.

1.4 PAYMENT:

- A. All proper Invoices received by the City will be paid within 30 calendar days of the City's receipt of the Deliverables or of the Invoice, whichever is later.

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- 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 §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 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 under the terms of this Contract, are filed or there is 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 demonstrates 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, §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. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer 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.
- 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 inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City. 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 notice of non-appropriation.

1.5 FINAL PAYMENT AND CLOSE OUT:

- A. If a Minority-Owned Business Enterprise/Women-Owned Business Enterprise (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

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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.

1.6 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.

1.7 AUDITS AND RECORDS:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance, including security audits, under this Contract, at the City's expense. The Contractor agrees to refund to the City any overpayments disclosed by any such audit. The City agrees to protect from disclosure Contractor's confidential and proprietary information disclosed during an audit to the same extent it protects its own confidential and proprietary information, subject to the requirements of the Texas Public Information Act, Chapter 2251, Texas Government Code.
- B. Records Retention:
- i. Contractor is subject to City Code Chapter 2-11 (Records Management), and as it may subsequently be amended.
 - ii. The Contractor shall retain all records for a period of three 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.

1.8 FINANCIAL DISCLOSURES AND ASSURANCE:

The City may request and review financial information as the City requires to determine the credit worthiness of the Contractor, including but not limited to, annual reports, audited financial Statements and reports, bank letters of credit or other credit instruments. Failure of the Contractor to comply with this requirement shall be grounds for terminating the Contract.

1.9 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. If 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.

1.10 STOP WORK NOTICE:

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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.

1.11 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, (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. The City shall be in default if it fails to make payment in accordance with the Payment terms of this Contract.

1.12 TERMINATION FOR CAUSE:

In the event of a default by either party, the non-defaulting party 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 defaulting party, within such 10 day period, cures such default, or provides evidence sufficient to prove to the non-defaulting party's reasonable satisfaction that such default does not, in fact, exist. Additionally, the City shall have the right to act in accordance with the terms defined by "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors." In addition to any other remedy available under law or in equity, either party shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the party as a result of the Contractor's default, including, without limitation, cost of cover, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and not exclusive of any other right or remedy provided by law. In the event of termination of the Contract under this Section, the Contractor shall handover all complete and partially complete Work Products and Documentation developed under this Contract.

1.13 ATTORNEY'S FEES:

In consideration of the award and execution of this Contract and in consideration of the City's waiver of its right to attorney's fees, the Contractor knowingly and intentionally waives its right to attorney's fees under §271.153, Texas Local Government Code, in any administrative proceeding, alternative dispute resolution proceeding, or litigation arising out of or connected to this Contract.

1.14 TERMINATION WITHOUT CAUSE:

The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon 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. In the event of termination of the Contract under this Section, the Contractor shall handover all complete and partially complete Work Products and Documentation developed under this Contract.

1.15 FRAUD:

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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.

1.16 DELAYS:

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 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 Clause. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

1.17 FORCE MAJEURE:

Contractor may be excused from performance under the Contract for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, pandemic, sovereign conduct, or court order provided that the Contractor experiences the event of force majeure and prudently and promptly acts to take any and all steps that are within the Contractor's control to ensure performance and to shorten the duration of the event of force majeure. Contractor shall provide notice of the force majeure event to the City within three (3) business days of the event or delay, whichever occurs later, to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination. However, the City may terminate an order under the Contract if it is determined by the City that the Contractor will not be able to deliver goods or services in a timely manner to meet the business needs of the City.

1.18 INDEMNITY:

A. IN THIS SECTION, THE FOLLOWING TERMS HAVE THE MEANINGS ASSIGNED BELOW:

- (1) "INDEMNIFIED PARTY" IS THE CITY AND THE CITY'S OFFICERS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS.
- (2) "INDEMNIFYING PARTY" IS THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS.
- (3) THE INDEMNIFYING PARTY SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE INDEMNIFIED PARTY AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, CAUSES OF ACTION, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS OR EXPENSES, INCLUDING PROFESSIONAL FEES AND ATTORNEYS' FEES, THAT ARE INCURRED BY THE INDEMNIFIED PARTY ARISING OUT OF ANY DIRECT OR THIRD PARTY CLAIM OF:
 - i. BREACH OR NON-FULFILLMENT OF ANY PROVISION OF THIS CONTRACT BY THE INDEMNIFYING PARTY;
 - ii. ANY FALSE REPRESENTATION OR WARRANTY MADE BY THE INDEMNIFYING PARTY IN THIS CONTRACT OR IN THE INDEMNIFYING PARTY'S PROPOSAL/RESPONSE LEADING TO THIS CONTRACT;
 - iii. ANY NEGLIGENT OR MORE CULPABLE ACT OR OMISSION OF THE INDEMNIFYING PARTY, INCLUDING ANY RECKLESS OR WILLFUL MISCONDUCT, RELATED TO THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS CONTRACT;
 - iv. BODILY INJURY; DEATH OF ANY PERSON; OCCUPATIONAL ILLNESS OR DISEASE; LOSS OF SERVICES, WAGES, OR INCOME; OR DAMAGE TO REAL OR PERSONAL PROPERTY CAUSED BY

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- THE NEGLIGENT OR MORE CULPABLE ACTS OR OMISSIONS OF INDEMNIFYING PARTY, INCLUDING ANY RECKLESS OR WILLFUL MISCONDUCT; OR
- v. ANY FAILURE OF THE INDEMNIFYING PARTY TO COMPLY WITH ANY APPLICABLE FEDERAL, STATE, OR LOCAL LAWS, REGULATIONS, OR CODES RELATED TO THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS CONTRACT.
- B. THE INDEMNIFIED PARTY SHALL GIVE THE INDEMNIFYING PARTY WRITTEN NOTICE (A "CLAIM NOTICE") OF ANY CLAIM RECEIVED RELATED TO THIS CONTRACT. THE INDEMNIFYING PARTY'S DUTY TO DEFEND APPLIES IMMEDIATELY. THE INDEMNIFIED PARTY'S FAILURE TO PROVIDE A CLAIM NOTICE TO THE INDEMNIFYING PARTY DOES NOT RELIEVE THE INDEMNIFYING PARTY OF ITS DUTY TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNIFIED PARTY.
- C. THE INDEMNIFIED PARTY MAY SELECT ITS OWN LEGAL COUNSEL TO REPRESENT ITS INTERESTS. THE INDEMNIFYING PARTY SHALL:
- i. REIMBURSE THE INDEMNIFIED PARTY FOR ITS REASONABLE COSTS AND ATTORNEY'S FEES IMMEDIATELY UPON REQUEST, AS THEY ARE INCURRED, AND
 - ii. REMAIN RESPONSIBLE TO THE INDEMNIFIED PARTY FOR ANY LOSSES INDEMNIFIED UNDER THIS SECTION.
- D. THE INDEMNIFYING PARTY SHALL GIVE PROMPT, WRITTEN NOTICE TO THE INDEMNIFIED PARTY OF ANY PROPOSED SETTLEMENT OF A CLAIM THAT IS INDEMNIFIABLE UNDER THIS SECTION. THE INDEMNIFYING PARTY MAY NOT, WITHOUT THE INDEMNIFIED PARTY'S PRIOR, WRITTEN CONSENT, SETTLE OR COMPROMISE ANY CLAIM OR CONSENT TO THE ENTRY OF ANY JUDGMENT REGARDING WHICH INDEMNIFICATION IS BEING SOUGHT UNDER THIS SECTION.
- E. MAINTENANCE OF THE INSURANCE REQUIRED BY THIS CONTRACT SHALL NOT LIMIT THE INDEMNIFYING PARTY'S OBLIGATIONS UNDER THIS SECTION. THE INDEMNIFYING PARTY SHALL REQUIRE ALL SUBCONTRACTORS TO INDEMNIFY THE CITY IN THE SAME MANNER AS PROVIDED IN THIS SECTION.

1.19 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 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. Notices to the Contractor shall be sent to the address registered with the City. 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 assigned Procurement Specialist.

1.20 CONFIDENTIALITY:

The Parties may be granted access to certain of the other Party's or Licensor's Confidential Information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the Party or its licensors consider confidential) (Confidential Information) to provide the Deliverables to the City. The Parties acknowledge and agree that the Confidential Information is the valuable property of the disclosing Party and its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the disclosing Party and its licensors. The receiving Party (including its employees, Subcontractors, agents, or representatives) agrees it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without prior written consent of disclosing Party, or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an Order of a court

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or other governmental authority (including a Texas Attorney General opinion) with proper jurisdiction. In all cases, the receiving Party agrees to promptly notify the disclosing Party before disclosing Confidential Information to permit the disclosing Party reasonable time to seek an appropriate protective Order. The receiving Party agrees to use protective measures no less stringent than the receiving Party uses in its business to protect its own most valuable information. In all circumstances, the receiving Party's protective measures must be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

- A. The Parties agree: (i) not to use Confidential Information for any reason other than for the purpose of providing or receiving the Deliverables, (ii) not to disclose Confidential Information to any third party other than to its employees who have a need to know the Confidential Information for furtherance of providing the Deliverables, and (iii) to promptly notify the disclosing Party of any request for Confidential Information to be disclosed under any law or order of any court or other governmental authority with proper jurisdiction, so as to permit disclosing Party reasonable time to seek an appropriate protective order.
- B. All Confidential Information and derivations thereof shall remain the sole and exclusive property of disclosing Party, and no license or other right to the Confidential Information or intellectual property is granted or implied hereby. Upon the written request of disclosing Party, the receiving Party shall promptly return to disclosing Party all tangible items of Confidential Information furnished by disclosing Party and all copies thereof or certify in writing that all Confidential Information, including all copies, has been destroyed.
- C. No expiration or termination of the Contract shall affect either Party's rights or obligations with respect to Confidential Information.
- D. The Parties acknowledge and agree that any breach or threatened breach of the Contract could cause harm for which money damages may not provide an adequate remedy.
- E. The parties agree that in the event of such a breach or threatened breach of the Contract, in addition to any other available remedies, City may seek temporary and permanent injunctive relief restraining the Contractor from disclosing or using, in whole or in part, any Confidential Information.

1.21 TEXAS PUBLIC INFORMATION ACT:

- A. All material submitted by the Contractor to the City related to the Contract may become subject to public disclosure upon receipt by the City. 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.
- B. In accordance with Texas Government Code §552.372, if this Contract has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the City or results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the City in a fiscal year, Contractor agrees to:
 - i. Preserve all Contracting information related to the Contract as provided by the records retention requirements in the AUDITS AND RECORDS Section of the Contract;
 - ii. Promptly provide to the City any Contracting information related to the Contract that is in the custody or possession of Contractor on request of the City; and
 - iii. On completion of the Contract, either:
 - (1) Provide at no cost to the City all Contracting information related to the Contract that is in the custody or possession of Contractor; or
 - (2) Preserve the Contracting information related to the Contract as provided by the records retention requirements in the AUDITS AND RECORDS Section of the Contract.

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- C. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Contract, and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that Subchapter.

1.22 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.

1.23 ADVERTISING:

The Contractor shall not advertise or publish, without the City's prior written consent, the fact that the City has entered into the Contract, except to the extent required by law.

1.24 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.

1.25 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.

1.26 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.

1.27 INDEPENDENT CONTRACTOR:

The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent Contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

1.28 ASSIGNMENT DELEGATION:

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The Contract shall be binding upon and ensure 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.

1.29 WAIVER:

The claim or right arising out of a breach of the Contract cannot 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.

1.30 MODIFICATIONS:

The Contract can be modified or amended only in writing and signed by both parties. No pre-printed or similar terms on any Contractor Invoice, Order, clickwrap agreement or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

1.31 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.

1.32 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 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 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 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 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 consider qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is

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trained in the subject matter of the dispute or a Contract interpretation expert. If the parties fail to agree on a mediator within 30 calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center. The parties agree to participate in mediation in good faith for up to 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.

1.33 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, Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another State or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

1.34 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.

1.35 HOLIDAYS:

Dates for the holidays observed by the City can be found here
<https://www.austintexas.gov/department/official-city-holidays>

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.

1.36 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.

1.37 COOPERATIVE CONTRACT:

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, for the purpose of accessing their cooperative contracts and making available our cooperative contracts, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions of this cooperative contract to other eligible governmental agencies that have entered into an interlocal agreement with the City for the purpose of accessing the City's cooperative contracts.
- B. The City does not accept any responsibility or liability for the purchases by other governmental entities made under a separate contract based on this cooperative contract.

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1.38 EQUAL OPPORTUNITY:

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

1.39 ECONOMIC PRICE ADJUSTMENT:

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first twelve (12) of calendar months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the Contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the Solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed 25% percent for any single line item and in no event shall the total amount of the Contract be automatically adjusted as a result of the change in one or more-line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of Contract award and remain in effect until Contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
 - i. The following definitions apply:
 - (1) **Base Period:** Month and year of the original Contracted price (the Solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or Contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.

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- (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- a. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
- i. Utilize final Compilation data instead of Preliminary data
 - ii. If the referenced index is no longer available shift up to the next higher category index.
 - iii. Index Identification: Complete. For multiple indexes copy the table below. Update each table with the correct information and delete these instructions.

Weight % of Base Price: 50%	
Database Name: Producer Price Index	
Series ID: PCU325---325	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Description of Series ID: Chemical Mfg	
This Index shall apply to the following items of the Price Sheet: All Chemical-related goods and services	

Weight % of Base Price: 50%	
Database Name: BLS Employer Costs for Employee Compensation	
Series ID: CMU201S000000610D	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: United States (National)	
Description of Series ID: Total Compensation cost per hour worked for full-time for Private Industry Workers in Service-Providing industries	
This Index shall apply to the following items of the Price Sheet: All Services	

Calculation: Composite Indexes: Based on one or more weighted indexes reflecting pricing elements of a good or service. The weighted percentage for each index is defined in D iii. above.

For Each Index: Index at the time of calculation
Divided by each Index on Solicitation close date
Equals change factor for each index

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Multiply each Base Price of relevant line items by the percentage of price attributed to each index = weighted price
Multiply weighted price by change factor for each index
Equals the Adjusted Price for the portion of the Base Price subject to each Index
Add all adjusted prices for each item together
Equals Adjusted Price for each item

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

1.40 INSURANCE:

A GENERAL INSURANCE REQUIREMENTS:

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages and endorsements required in Section B., Specific Insurance Requirements, to the City 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. 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.
- ii. All endorsements naming the City as additional insured, waivers, and notices of cancellation shall indicate, and the Certificate of Insurance shall be mailed to the following address:
City of Austin Purchasing Office
P.O. Box 1088
Austin, Texas 78767
OR
PURInsuranceCompliance@austinTexas.gov
- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all Subcontractors prior to the Subcontractors commencing work on the project.
- v. The Contractor's and all Subcontractors' insurance coverage shall be written by companies authorized to do business in the State of Texas and have an A.M. Best rating of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section B., Specific Insurance Requirements, 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.

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- 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 exposure, statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
 - x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
 - xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions greater than \$499,999 shall be disclosed on the Certificate of Insurance.
 - xii. If any required insurance is written on a claims-made basis, the Certificate of Insurance shall state that the coverage is claims-made and the retroactive date shall be prior to or coincident with the date of the Contract and the coverage continuous and shall be provided for 24 months following the completion of the Contract.
 - xiii. The insurance coverages specified in Section B., Specific Insurance Requirements, are required minimums and are not intended to limit the responsibility or liability of the Contractor.
- B. **Specific Insurance Coverage Requirements:** The Contractor, consistent with its status as an independent Contractor shall carry and will cause its Subcontractors to carry, at a minimum 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.
- 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 \$1,000,000 bodily injury each accident, \$1,000,000 bodily injury by disease policy limit and \$1,000,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - a. Waiver of Subrogation, Form WC420304, or equivalent coverage;
 - b. 30 Days' Notice of Cancellation, Form WC420601, or equivalent coverage.
 - ii. **Commercial General Liability Insurance:** Coverage with minimum bodily injury and property damage per occurrence limits of \$2,000,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - a. Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project;
 - b. Independent Contractors coverage (Contractor/Subcontracted work);
 - c. Products/Completed Operations Liability for the duration of the warranty period;
 - d. If the project involves digging or drilling, provide Explosion, Collapse, and Underground (X, C, & U) Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - a. Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage;

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- b. 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.

- (1) **Business Automobile Liability Insurance**: Coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$2,000,000 per occurrence for bodily injury and property damage. The policy shall include these endorsements in favor of the City of Austin:
- a. Waiver of Subrogation, Endorsement CA0444, or equivalent coverage;
 - b. 30 Days' Notice of Cancellation, Endorsement CA0244, or equivalent coverage;
 - c. The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

- iii. **Environmental Impairment/Pollution Liability Insurance**: with a minimum limit of \$2,000,000 per claim to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages including bodily injury; property damage, cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims by reason of sudden and accidental or non-sudden and accidental pollution arising out of the transportation, storage, or permanent disposal of hazardous and non-hazardous wastes, including wastes subject to the Toxic Substances Control Act (TSCA).

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 and clean-up costs of at least \$2,000,000 per occurrence.

With respect to non-sudden and accidental occurrences, all Contractors and/or Subcontractors who own or operate a surface impoundment, landfill or land treatment facility that is used to manage hazardous wastes, including wastes subject to the Toxic Substances Control Act (TSCA), must demonstrate financial responsibility for bodily injury and property damage to third parties and clean-up costs of at least \$2,000,000 per occurrence. The amounts of coverage must be exclusive of legal defense costs.

Policy shall be endorsed to name City of Austin, its Affiliates, and their respective directors, officers, employees, and agents, as additional insureds.

- C. **Endorsements**: The specific insurance coverage endorsements specified above, or their equivalents must be provided. If 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.

1.41 BONDS:

A. PAYMENT BOND:

- i. The Contractor shall provide a Payment Bond in an amount of \$200,000 within 14 calendar days (after notification of award. The Payment Bond serves as security for the faithful payment of all the Contractor's obligations for Subcontracts, work, labor, equipment, supplies, and materials furnished under the Contract. The Payment Bond shall be issued by a solvent company authorized to do business in the State of Texas and shall meet any other requirements established by law or

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by the City pursuant to applicable law. The Surety must obtain reinsurance for any portion of the risk that exceeds 10% of the Surety's capital and surplus.

- ii. For bonds exceeding \$100,000, the Surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Texas and holds a certificate of authority from the U.S. Secretary of the Treasury.
- iii. The Payment Bond shall remain in effect throughout the term of the Contract and shall be renewed for each respective extension.

B. PERFORMANCE BOND:

- i. The Contractor shall provide a Performance Bond in an amount of \$200,000 within 14 calendar days after notification of award. The Performance Bond serves as security for the faithful performance of all the Contractor's obligations under the Contract. The Performance Bond shall be issued by a solvent company authorized to do business in the State of Texas and shall meet any other requirements established by law or by the City pursuant to applicable law. The Surety must obtain reinsurance for any portion of the risk that exceeds 10% of the Surety's capital and surplus. For bonds exceeding \$100,000, the Surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Texas and holds a certificate of authority from the U.S. Secretary of the Treasury.

2 The Performance Bond shall remain in effect throughout the term of the Contract and shall be renewed for each respective extension.

2.1 DELIVERY AND PACKAGING TERMS:

- A. **DELIVERY AND TRANSPORTATION CHARGES:** Deliverables shall be shipped F.O.B. destination, prepaid and allowed unless otherwise specified. Unless otherwise stated in this Contract, the Contractor's price shall be deemed to include all delivery and transportation charges of required mode of transportation. 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 set forth in the block of the Purchase Order or Delivery Order entitled "SHIP TO" and/or Offer Sheet. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays. The City expressly reserves all rights under law, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables.
- B. **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. However, the Contractor shall have the right to substitute a conforming tender; provided if the time for performance has not yet expired. The Contractor shall notify the City of the intention to cure and may then make a conforming tender within the time allotted in the Contract.
- C. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** All Deliverables must be shipped complete unless arrangements for partial shipments are made in advance. 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 or Services. 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 or Services. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor within 30 calendar days of notification provided by the City.

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- D. **RIGHT OF INSPECTION AND REJECTION:** The City expressly reserves all rights under law to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables
- E. **CONTRACTOR PACKAGING 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, 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 Delivery Order 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 the 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.

2.2 WARRANTY:

- A. **PRICE:**
 - i. 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.
 - ii. The Contractor warrants that its prices provided in this Contract are no higher than its current prices on orders for similar goods under similar terms of purchase.
- B. **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. 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.
- C. **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 Contract, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.
 - i. 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.
 - ii. 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 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.
 - iii. 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

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Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.

- iv. 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 fully assist and cooperate with the City to enforce such manufacturer's warranty for the benefit of the City.
- i. Contractor warrants that all Equipment shall be at current engineering change levels and shall be eligible for the manufacturer's standard prime shift maintenance contract upon delivery.

2.3 WARRANTY BY CONTRACTOR AGAINST INFRINGEMENTS:

- A. 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.
- B. 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.
- C. 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.

2.4 RESTOCKING FEES:

- A. The Contractor may bill the City restocking fees (if specifically authorized by this Contract) for parts that are Ordered by the City under the Contract and returned for refund. The Contractor is not obligated to accept for refund any part that is not resalable and/or not in the same condition as when purchased.
- B. Restocking fees may be charged to the City when multiple parts or groups of parts are returned for refund at one time due to the City inventory warehouse cleaning, unless these parts are returned at an annual pre-arranged date. The date for the annual return shall be mutually agreed upon between the City and the Contractor.

2.5 PUBLISHED PRICE LISTS:

The Published Price List may be superseded or replaced during the Contract term only if price revisions are the result of a modification to the manufacturer's official Published Price List. Written notification from the Contractor of price changes, along with one copy of the revised manufacturer's official Published Price List must be submitted to the Purchasing Office with the effective date of change to be at least 30 calendar days after written notification. The City reserves the right to refuse any list revision. The discounts or markups on equipment rental, material, supplies, parts, and Contract services shall be fixed throughout the term of the Contract and are not subject to increase. Failure to submit written notification of Published Price List

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revisions will result in the rejection of new prices being Invoiced. The City will only pay Invoices according to the last approved price list.

2.6 HAZARDOUS MATERIALS:

- A. If this Contract involves hazardous materials, the Contractor shall provide the City the Safety Data Sheets (SDS) on all chemicals and hazardous materials being used, specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.
- B. Failure to submit the SDS is grounds for the City to terminate this Contract immediately.
- C. The SDS, instructions and information required in Paragraph "A" must be included with each shipment under the Contract.

3 SERVICES

3.1 ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES AND/OR SERVICES:

If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables or Services, 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 or Services. 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 or Services. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor within 30 calendar days of notification provided by the City.

3.2 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. Illegally use or possess a firearm, 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 illegally 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.

3.3 GUARANTEE – SERVICES:

The Contractor warrants and represents that all services to be provided to 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 following the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

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- 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 Final 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 the services warranty 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 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.
- 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.

3.4 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 for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and Specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the Contract. The Contractor hereby releases and holds the City 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.

3.5 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.

3.6 LIVING WAGES:

The City's Living Wage Program, Rule R161-17.14, is located at:

<http://www.austinTexas.gov/edims/document.cfm?id=277854>

- A. The minimum wage required for all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract is \$20.00 per hour, unless Published Wage Rates are included in this Solicitation. In addition, the City may stipulate higher wage rates in certain Solicitations in order to assure quality and continuity of service.
- B. The City requires Contractors submitting Offers on this Contract to provide a certification (see the Living Wages Contractor Certification included in the Solicitation) with their Offer certifying that all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract will be paid a minimum

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living wage equal to or greater than \$20.00 per hour. The certification shall include a list of all Contractor Employees (and all tiers of Subcontracting) directly assigned to providing services under the resultant Contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.

- C. The Contractor shall maintain throughout the term of the resultant Contract basic employment and wage information for each employee as required by the Fair Labor Standards Act.
- D. The Contractor shall provide to the Department's assigned Contract Manager with the first Invoice, individual Employee Certifications for all Contractor Employees (and all tiers of Subcontracting) directly assigned to the Contract. The City reserves the right to request individual Employee Certifications at any time during the Contract term. Employee Certifications shall be signed by each Contractor Employee (and all tiers of Subcontracting) directly assigned to the Contract. The Employee Certification form is available on-line at https://www.austinTexas.gov/financeonline/vendor_connection/index.cfm.
- E. Contractor shall submit employee certifications for Contractor Employees (and all tiers of Subcontracting) annually on the anniversary date of Contract award with the respective Invoice to verify that employees are paid the Living Wage throughout the term of the Contract. The Employee Certification Forms shall be submitted for Contractor Employees (and all tiers of Subcontracting) added to the Contract and/or to report any employee changes as they occur.
- F. The Department's assigned Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in Paragraph C above to verify compliance with this provision.

3.7 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") and shall not utilize any Contractor's personnel, to fulfill the obligations of the Contract, who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty.
- 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].
 - 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 the documentation specified in the SOW 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 City-issued Contractor ID badge that

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is required for access to City property that shall be worn at all times by Contractor's personnel 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.

- 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 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 under the Contract, the Contractor shall so notify the City's Contract Manager, in writing, within 10 calendar days of the receipt of notification of denial.
- G. 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.
- H. **Non-disclosure and Separation of Duties:** The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of City data to that which is absolutely necessary to perform job duties.
- I. **Right to Remove Individuals:** The City shall have the right at any time to require that the Contractor remove for any or no reason at all from interaction with City any Contractor representative whom the City believes is detrimental to its working relationship with the Contractor. The City shall provide the Contractor with notice of its determination if reasonably possible. If the City signifies that a potential security violation or other immediate risk situation exists with respect to the request, the Contractor shall immediately remove such individual. The Contractor shall not assign the person to any aspect of the Contract or future work orders without the City's consent.
- J. 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.
- K. Contractor shall retain the reports and make them available for audit by the City during regular business hours.

3.8 WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID) FOR AUSTIN CONVENTION CENTER:

Authorized ID and access to those acting as a Contractor or Contractor's Subcontractor who are providing services at Austin Convention Center Department (ACCD) must adhere to the security requirements defined below. Violation of the applicable requirements below may result in the Contractor or its Subcontractor to be removed from ACCD facility or property.

- A. Other than ACCD and in-house contractor employees, and unless other arrangements are made with the Contract Manager, persons conducting business with Austin Convention Center (ACC) are required to enter through the service entrance at the pedestrian gate on Red River St. and check-in at the Security Check-In inside the service yard or with the Security Operations Center. Persons arriving at ACC may also enter through the Administrative Offices entrance on Cesar Chavez Street. Persons conducting business with Palmer Events Center (PEC) are required to enter through the garage service entrance and check-in with the PEC Security Operations Center or PEC Administrative Offices. Any other means of access entry into the facilities are unauthorized.

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- B. Contractors, Contractor's Subcontractors or others who are providing services at ACCD shall be issued Temporary Badge/Access, which may be an ACCD Photo or Non-Photo ID Badge.
- C. All persons not directly escorted by an ACCD employee must clearly display an access/ID device while on ACCD facility premises.
- D. Use of ACCD access/ID devices to access any part of ACCD facilities for non-business purposes (events, shows, etc.) is prohibited.
- E. Any ACCD employee may check an individual's status or contact Security Operations Center whenever observing person(s) in non-public areas of ACCD facilities who are not being directly escorted by an ACCD employee or who are not displaying any required access/ID devices.
- F. Restricted areas of the facility with signs stating "Authorized Personnel Only", "Restricted Access", "Client Access Only" or "No Access" are off limits to all persons except those authorized.
- G. Unless authorized by ACCD Management, exterior access into ACCD facilities using keys is prohibited.
- H. Under no circumstances shall any person issued an access/ID device, allow another person entry into any ACCD facility using their access/ID device. This includes "piggy-backing" through access doors or gates. Any person with an ACCD ID badge or access device who allows another person to enter using their access privileges should bring the person directly to the Security Operations Center to be checked-in.
- I. Due to security and safety concerns, Contractors and Contractor's Subcontractors conducting business at ACCD, are not allowed to walk through the open service yard vehicle gates to enter or exit the service yards. Entry and exit should be by way of the designated pedestrian gates and walkway using appropriate access/ID devices and check-in procedures.
- J. Pedestrian traffic through ACCD's service yards and exhibit halls is restricted to authorized persons during event/show move-in and move-outs. Children under seventeen (17) are prohibited from ACCD service yards and exhibit halls during move-in and move-outs.
- K. During periods where there is no move-in or move-out traffic in the service yards, only persons with legitimate business needs are allowed into the service yards.
- L. Temporary badge/access devices issued to contractors, subcontractors or temporary workers must be returned to the Security Operations Center at the completion of the ACCD work assignment. Non-photo temporary badges must be returned at the end of the employees work shift/assignment. Failure to return temporary badges/access devices at the completion of work assignments may lead to future ACCD facility access restrictions.

4 DEFINITIONS

- 1. **"Affiliate"** – including but not limited to, (i) Contractor's parent, subsidiaries, sister companies, partnerships, joint ventures, franchisees, assigns, business partners, contractors, subcontractors and consultants, controlling, controlled by or under common control of Contractor as they may change from time to time and (ii) Users, as they may change from time to time.
- 2. **"Amendment"** – a written document executed by both Parties that modifies the terms of this Contract, including referenced attachments.

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3. **“Authorized Persons”** – the Contractor personnel (including subcontractor personnel) located in the contiguous United States having successfully completed the required background check and related requirements of the Contract.
4. **“Change Order Request”** – the written document provided by the City to Contractor requesting changes to Contractor’s obligations under this Contract.
5. **“Change Order Response”** – the written document provided to the City by Contractor in response to City’s Change Order Request.
6. **“City Confidential Information”** – (a) information provided by the City that is marked or identified as confidential, (b) information, including software, computer programs, documentation, processes, procedures, techniques, technical, financial, customer, personnel and other business information of a non-public nature that would reasonably be understood to be confidential whether or not marked or identified as confidential, (c) information generated by Contractor (or subcontractor) that contains, reflects, or is derived from Confidential Information, (d) Personal Identifying Information, (e) Restricted Data , and (f) all other information made confidential by federal, state or local law or regulation. City Confidential Information is part of City Data.
7. **“City Data”** – data or information (in any form) regarding the City or its customers that is created, collected, provided, obtained, or otherwise made available in connection with this Contract to an Authorized Person.
8. **“City Identified Contact”** – the person or persons designated in writing by the City to receive security incident notifications.
9. **“City”** – the City of Austin, Texas, a municipal corporation and subdivision of the State of Texas, or a department of same.
10. **“Cloud Service”** – any Service made available to Users via the Internet from a provider's servers as opposed to being provided from the City’s own on-premises servers. In this instance, it would mean such Services provided by the Contractor.
11. **“Confidential Information”** – all written or oral information, which may be disclosed by either Party to the other, related to the business operations of either Party or a third party that has been identified as confidential or that by the nature of the information or the circumstances surrounding disclosure ought reasonably to be treated as confidential; **“City Confidential Information”** is a subsets of Confidential Information.
12. **“Contract”** – the final general authorizing document (including Change Orders thereto) utilized by the City to procure Services from Contractor and any attachments and appendices attached thereto.

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13. **"Contract Price"** – the total amount to be paid to Contractor under any Purchase Order as it may be adjusted or changed in accordance with the terms of the final Contract.
14. **"Contractor"** – the contractor and its employees, subcontractors, agents and affiliates who are providing the services agreed to under the contract.
15. **"Contractor Information"** – all techniques, algorithms and methods or rights thereto owned by or licensed to Contractor during the term of this Contract and employed by Contractors in connection with the Services provided to City.
16. **"Contractor Software"** – software that was developed or licensed to Contractor independent of this Contract and which Contractor utilizes to provide the Subscription Services or the Non-subscription Services.
17. **"Data Breach"** – the unauthorized access by a non-authorized person(s) that results in the use, disclosure or theft of City's or City's customers' unencrypted Personally Identifiable Information or City Confidential Information.
18. **"Documentation"** – the documentation created by the Contractor for the Services provided but does not include customized documentation prepared under the Contract and which are Deliverables under the Contract, including the Statement of Work; such Deliverables are wholly owned by City and Contractor shall make no claim to such Deliverables.
19. **"Facility"** – the City designated facility or location set forth in the Purchase Order where Services are to be performed by Contractor or Supplier or software installed.
20. **"FACTA"** – the Fair and Accurate Credit Transactions Act, 15 U.S.C. §§ 1681-1681x.
21. **"Final Acceptance Date"** – the date upon which the City confirms that all Services and Work Products have been completed and tested and function in accordance with the terms of the Contract.
22. **"IaaS Subscription Schedule"** – the document, part of the Contract, executed by both Parties that sets out the Parties' rights and obligations with respect to City's access to and use of the IaaS services.
23. **"Infrastructure-as-a-Service" (IaaS)** – the capability provided to the consumer to provision processing, storage, networks and other fundamental computing resources where the consumer is able to deploy and run arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure but has control over operating systems, storage, deployed applications and possibly limited control of select networking components (e.g., host firewalls).
24. **"Non-Public Data"** – data typically considered internal and used for city business or mission needs. All information is considered Non-Public unless otherwise classified or explicitly defined through the Information Governance Program or official policy or procedural documents.

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- 25. **“Public Data”** means data typically created for public release or released to the public through management decision and/or a public information request.
- 26. **“Restricted Data”** means data typically exempt from public disclosure requirements under the provisions of applicable state or federal law. Examples of restricted information are regulated and confidential data.
- 27. **“Non-Subscription Services”** – the Services provided to City by Contractor under this Contract that are not included in the definition of Subscription Services. Non-subscription Services shall include, but not be limited to, consulting, implementation, customization and other services provided to City by Contractor under this Contract, together with all documentation provided by or otherwise required of Contractor for any of the consulting, implementation, customization or other Services it provides.
- 28. **“PaaS Subscription Schedule”** – the document, part of the Contract, executed by both Parties that sets out the Parties’ rights and obligations with respect to City’s access to and use of the PaaS services.
- 29. **“Party”** or **“Parties”** – the City and Contractor, individually or together, as applicable.
- 30. **“Personally Identifiable Information”** – information that can be used to distinguish or trace an individual’s identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual. PII includes, but is not limited to, personal information and/or personal data. Some forms of PII are considered Restricted Data and require additional protection, including, but not limited to, Sensitive Personal Information (SPI), Sensitive and/or Protected PII, and Protected Health Information (PHI).
- 31. **“Platform-as-a-Service” (PaaS)** – the capability provided to the City to deploy onto the cloud infrastructure consumer-created or -acquired applications created using programming languages and tools supported by the provider. This capability does not necessarily preclude the use of compatible programming languages, libraries, services and tools from other sources. The consumer does not manage or control the underlying cloud infrastructure, including network, servers, operating systems or storage, but has control over the deployed applications and possibly application hosting environment configurations.
- 32. **“Purchase Order”** – the general authorizing document (including Change Orders thereto) utilized by the City to procure Services from Contractor under this Contract and any attachments and appendices attached thereto.
- 33. **“SaaS Software Application”** and **“SaaS Software”** – the computer software listed on a SaaS Subscription Schedule to which Contractor has granted City access and use as part of the Subscription Services. This includes any customization, other derivative works, upgrades, releases, fixes, patches, etc. related to the software that Contractor develops or deploys during the term of this Contract, together with all

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documentation provided by or otherwise required of Contractor for any of the software, customization, other derivative works, upgrades, releases, fixes, patches, etc.

- 34. **"SaaS Subscription Schedule"** – the document, part of the Contract, executed by both Parties that sets out the Parties' rights and obligations with respect to City's access to and use of the SaaS Software Application.
- 35. **"Security Incident"** – any actual or potential unauthorized disclosure of, or unauthorized access to, City Confidential Information; or a violation or imminent threat of violation of computer security policies, acceptable use policies, or violation or imminent threat of violation of industry standard security practices.
- 36. **"Service Level Agreement" (SLA)** – a written agreement between both the City and the Contractor that is subject to the terms and conditions of the Contract that, unless otherwise agreed, includes (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) security responsibilities and notice requirements, (5) how disputes are discovered and addressed, and (6) any remedies for performance failures by or otherwise required of Contractor for any of the software, customization, other derivative works, upgrades, releases, fixes, patches, etc.
- 37. **"Service Levels"** – the performance specifications for work performed by the Contractor under a SaaS Subscription Schedule or Statement of Work.
- 38. **"Services"** – work, direction of work, installation services, technical information, technical consulting, software programming and development, software maintenance and support services, or other professional and technical services furnished by Contractor as described in detail in the final Contract.
- 39. **"Software"** – the computer programs in source code, object code or binary form or in any other form, including any related or included computer programs, whether owned by Licensor or licensed to Licensor by a third party which has authorized Licensor to sublicense such computer programs, and including any documentation or related materials concerning the application, use, training of users, theory of operation, maintenance or any other aspect of the Software.
- 40. **"Software-as-a-Service" (SaaS)** – the Services provided to the City to use the Contractor's offering running on non-City owned infrastructure. The User does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
- 41. **"Specifications"** – those technical specifications attached to the Contract and to which the Services and Work Products supplied by Contractor must conform.
- 42. **"Statement/Scope of Work"** – a written statement of Deliverables including Services and, ultimately, the Contract, which describes the City's Service needs and expectations.

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- 43. **“Subscription Services”** – City’s access to and use of and Contractor’s provision of the SaaS Software Applications and other Services listed on a SaaS Subscription Schedule and in accordance with the terms and conditions set forth in the SaaS Subscription Schedule and Contract documents, as appropriate.
- 44. **“Third Party”** – any natural person or legal entity other than Contractor and City.
- 45. **“Transition Date”** – the date upon which it is established to City’s satisfaction that the SaaS Software Application is stable enough to support City’s production processing.
- 46. **“User Information”** – all information directly or indirectly obtained from Users accessing the SaaS Software Applications where such information is obtained by Contractor or by any of its employees, representatives, agents or any Third Parties having contractual privity with Contractor or who are under Contractor’s supervision or control.
- 47. **“User”** – City’s employees, agents, consultants, outsourcing companies, contractors and others who are authorized by City to access and use the SaaS Software Applications and any part or portion of the Subscription Services or non-Subscription Services in the performance of their duties for City.
- 48. **“Work Product”** – all deliverables and other materials, products or modifications developed or prepared for City by Contractor under this Contract, including without limitation, any integration software or other software, all data, program images and text viewable on the Internet, any HTML code relating thereto, or any program code, including program code created, developed or prepared by Contractor under or in support of the performance of its obligations under this Contract, including manuals, training materials and documentation, but excluding the Contractor’s Software.



SCOPE OF WORK

SPECIALTY CHEMICAL WATER TREATMENT SERVICES

Solicitation No.
RFP 5000 MMO3015

1. PURPOSE

The City of Austin (City) seeks qualified Contractor(s) to provide chemical water treatment services for optimizing boiler water, cooling water, chilled water and water production equipment at City of Austin industrial and commercial facilities, including Austin Energy industrial and commercial facilities through scheduled and unscheduled services and maintenance.

2. TERM OF CONTRACT

This Contract shall remain in effect for an initial term of twenty-four (24) months or the City terminates the Contract. This Contract may be extended beyond the initial term for up to three (3) additional twelve (12) month periods at the City's sole option.

3. BACKGROUND

3.1. Services shall reduce or eliminate scaling, corrosion, and microbiological organisms (including quarterly testing for Legionella) in all heat exchangers, chilled water distribution lines, water storage tanks and other equipment. The Contractor shall provide chemicals and equipment to maintain required chemistry levels.

3.2. Industrial Service Locations:

- 3.2.1. Decker Creek Power Plant (DCPP) 8003 Decker Lane Austin, TX 78724
- 3.2.2. Sand Hill Energy Center (SHEC) 1101 Fallwell Lane Del Valle, TX 78617
- 3.2.3. Mueller Energy Center (MEC) 4901 Lancaster Drive Austin, TX 78723
- 3.2.4. Paul Robbins District Cooling Plant (DCP1) 300 San Antonio Street Austin, TX 78701
- 3.2.5. District Cooling Plant 2 (DCP2) 410 Sabine Street Austin, TX 78703
- 3.2.6. District Cooling Plant 3 (DCP3) 812 ½ West 2nd Street (812 Electric Drive) Austin, TX 78703
- 3.2.7. District Cooling Plant 4 (DCP4) 500 East Cesar Chavez (on the roof of the Austin Convention Center) Austin, TX 78701
- 3.2.8. Domain District Cooling Plant (DDCP) 3120 Kramer Lane Austin, TX 78758
- 3.2.9. Austin Community College (ACC) Highland Campus Plant 6018 Wilhelmina Delco Drive Austin, TX 78752
- 3.2.10. Austin Bergstrom International Airport (AUS) Central Plant 9815 Service Avenue Austin, TX 78719

3.3. Commercial Service Locations:

Austin Energy

- 3.3.1. Austin Energy's System Control Center (SCC) 2500 Montopolis Drive Austin, TX 78741
- 3.3.2. Combined Transportation Emergency Communication Center (CTECC) 5010 Old Manor Road Austin, TX 78723
- 3.3.3. Austin Energy's Headquarters 4815 Mueller Blvd. Austin, TX 78723

Austin Water

- 3.3.4. Austin Water Waller Creek, 625 East 10th Street, Austin, TX 78701
- 3.3.5. Webberville Service Center, 2600 Webberville Road, Austin, TX 78702
- 3.3.6. Jollyville Pump Station, 7329 McNeil Dr. Austin, TX. 78729
- 3.3.7. Davis Lane Pump Station, 2815 Kentish Lane, Austin, TX 78745

- 3.3.8. Ulrich WTP, Bldg. 10 (Medium Service), Ullrich Water Treatment Plant 1000 Forest View Drive Austin, TX 78746
- 3.3.9. Ulrich WTP - Low Service, Ullrich Water Treatment Plant 1000 Forest View Drive Austin, TX 78746
- 3.3.10. North Service Center, 901 West Koenig Lane Austin, TX 78756.
- 3.3.11. South Service Center, 3616 S 1st Street, Austin, TX 78704
- 3.3.12. East Service Center, 6101 Harold Court Austin, TX 78721
- 3.3.13. Hornsby Bend WWTP (Admin. Bldg.), 2210 South FM 973 Austin, TX 78725
- 3.3.14. Hornsby Bend WWTP (Maintenance Bldg.), 2210 South FM 973 Austin, TX 78725
- 3.3.15. Walnut Creek WWTP (Admin. Bldg.), 7113 East Martin Luther King Boulevard Austin, TX. 78724
- 3.3.16. Walnut Creek WWTP (Maintenance Bldg.), 7113 East Martin Luther King Boulevard Austin, TX. 78724

Building Services Department

- 3.3.17. Rebekah Baines Johnson Retirement Home, 21 Waller St, Austin, TX 78702
- 3.3.18. City of Austin Municipal Building, 124 W. 8th Street, Austin, TX 78701
- 3.3.19. DeWitty Building, 2909 Rosewood Lane, Austin, TX 78702
- 3.3.20. Rutherford Lane Campus - Bldg. #1, 1520 Rutherford Lane, Austin, TX 78754
- 3.3.21. Rutherford Lane Campus - Bldg. #4, 1520 Rutherford Lane, Austin, TX 78754
- 3.3.22. "Combined Transportation Emergency Communication Center" (CTECC), 5010 Old Manor Road, Austin, TX 78723
- 3.3.23. Town Lake Center, 721 Barton Springs Rd, Austin, TX 78704
- 3.3.24. System Communication Center (SCC), 2500 Montopolis Dr, Austin, TX 78741
- 3.3.25. Techni Center, 4201 Ed Bluestein Blvd, Austin, TX 78702
- 3.3.26. Permit and Development Center (PDC), 6310 Wilhelmina Delco Dr., Austin, TX 78752

Parks and Recreation Department (PARD)

- 3.3.27. Dove Springs, 5801 Ainez Dr., Austin, TX 78744
- 3.3.28. Parks and Recreation Central Maintenance Complex, 2525 S Lakeshore Blvd, Austin, TX 78741
- 3.3.29. Parks and Recreation Headquarters, 200 S Lamar, Austin, TX 78704
- 3.3.30. Austin Recreation Center, 1301 Shoal Creek, Austin, TX 78701
- 3.3.31. Mexican American Cultural Center, 600 River St., Austin, TX 78701
- 3.3.32. Carver Cultural Arts Center, 1165 Angelina, Austin, TX 78702
- 3.3.33. Gus Garcia Recreation Center, 1201 E Rundberg Lane, Austin, TX 78753
- 3.3.34. Givens Recreation Center, 3811 E 12th, Austin, TX 78721
- 3.3.35. Turner Roberts Recreation Center, 7201 Colony Loop Dr., Austin, TX 78724
- 3.3.36. Lamar Senior Activity Center, 2874 Shoal Crest Ave., Austin, TX 78705
- 3.3.37. Old Bakery and Emporium, 1006 Congress Ave., Austin, TX 78701
- 3.3.38. Austin Nature and Science Center, 301 Nature Center Dr., Austin, TX 78746
- 3.3.39. Conley Guerrero Senior Center, 808 Nile St., Austin, TX 78702

Other City departments

- 3.3.40. Austin Police Department, APD Headquarters, 715 East 8th Street, Austin, TX 78701

- 3.3.41. Austin Convention Center Department, Convention Center, 500 E Cesar Chavez St, Austin, TX 78701
- 3.3.42. Austin Convention Center Department, Palmer Event Center 900 Barton Springs Rd, Austin, TX 78704
- 3.3.43. Austin Public Library, Faulk Building, 800 Guadalupe St., Austin, TX 78701
- 3.3.44. Austin Public Library, Austin Central Library 710 W. Cesar Chavez, Austin, TX 78701

3.4. Locations are subject to change during the contract term at the City's sole discretion.

3.5. Reference Exhibit A – Site Details for additional location details.

4. CONTRACTOR REQUIREMENTS AND RESPONSIBILITIES

- 4.1. For all sites, Contractor shall provide trained personnel with a minimum of five (5) years of experience working on each type of system. Additionally, personnel shall have experience working in confined spaces/underground environments.
- 4.2. Contractor shall be ready to perform work on all assigned sites within 30 (thirty) days of Contract execution, unless otherwise agreed to by the City.
- 4.3. Contractor shall perform the work in accordance with all federal, state and local codes such as:
 - 4.3.1. Rules, Regulations, and Permits governed by the United States Environmental Protection Agency (EPA)
 - 4.3.2. Occupational Safety and Health Administration (OSHA)
 - 4.3.3. Texas Commission on Environmental Quality (TCEQ)
 - 4.3.4. National Electrical Code (NEC)
 - 4.3.5. Texas Insurance Code
 - 4.3.6. Texas Administrative Code (TAC)
 - 4.3.7. City of Austin
 - 4.3.8. American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE)
 - 4.3.9. American Society of Mechanical Engineers (ASME)
 - 4.3.10. Department of Transportation (DOT)
 - 4.3.11. Exhibit B – Additional Requirements for Specialty Chemical Water Treatment Services
- 4.4. Contractor shall provide all personnel, chemicals, materials, and equipment to provide water treatment services to the following Site systems:
 - 4.4.1. Boiler water
 - 4.4.2. Feedwater
 - 4.4.3. Condensate
 - 4.4.4. Water Softeners
 - 4.4.5. Reverse Osmosis (RO) systems
 - 4.4.6. Chilled Water Systems
 - 4.4.7. Cooling Tower Systems (including Water Management Plans and cleaning and disinfecting services to reduce the risk of Legionella)
 - 4.4.8. Cooling Water Systems
 - 4.4.9. Once through Cooling Water Systems
 - 4.4.10. Filtrations Systems
 - 4.4.11. Analytical chemistry and microbiological testing of water systems at each location
 - 4.4.12. Equipment inspections are also a requirement of the program as opened for maintenance or indicated by performance data
 - 4.4.13. Boiler tube, condenser tube and heat exchanger metallurgical analysis

- 4.4.14. On site Chlorine Dioxide generation systems or bulk chemical delivery of product
- 4.5. Within twenty (20) calendar days of the Contract execution date, Contractor shall provide and adhere to a written site-specific Work Plan and Quality Control Plan for current industrial sites. Work plans shall be required for the commercial sites. When requested by the City, the Contractor shall provide a written site-specific Work Plan within 30 days of site additions. Contractor shall review the equipment, process, process control, operation, chemistry (including compatibility), safety, and maintenance procedures for all water systems under the resulting Contract. Contractor shall review all available information including reports, records, and laboratory analysis for the various parameters being monitored/measured.
- 4.5.1. The goal of the Work Plans is to prevent/anticipate problems by eliminating/mitigating microbial growth, controlling scale, corrosion and fouling, improving safety, promoting public health, reducing water usage, improving thermal efficiency when applicable and saving costs.
- 4.5.2. The Work Plan shall outline the new or recommended changes to chemistry, process control, maintenance practices, targets, ranges, limits and sampling frequencies for various parameters, and risk plan for Legionella elimination (if required) (refer to ASHRAE standards).
- 4.5.3. Contractor shall identify the deficiencies of existing operation/maintenance practices and basis for the changes to current operations.
- 4.5.4. After City Site Contact review and acceptance, Contractor shall modify and distribute the Work Plan to appropriate personnel for implementation.
- 4.5.5. Contractor shall provide written material compatibility information for each chemical to be used at each site prior to installation.
- 4.5.6. Contractor shall implement and maintain a written site-specific Quality Control Plan (including maintenance and replacement schedules per manufacturer recommendations for all probes and sensors) to ensure proper preventative maintenance and inspections scheduled for all rented and purchased equipment covered under the Contract. The intent of the Quality Control Plan is to ensure that the maintenance of covered equipment adheres to the scope of work and all subsequent clarifications.
- 4.6. Upon request by City Site Contact, Contractor shall provide and implement a cleaning and flushing plan for newly added piping. The plan shall include:
- 4.6.1. Supply and inject a cleaning chemical compatible with the service pipe and the water system.
- 4.6.2. Supply and inject cleaning inhibitor used for the water system.
- 4.6.3. Comply with the Austin Energy DEC cleaning and flushing specification, to be provided with City Site Contact's request.
- 4.6.4. Final sample delivery to City designated laboratory.
- 4.7. Contractor shall provide cooling tower disinfection and cleaning as requested. Austin Energy and Aviation will provide barrels for debris or sludge from cooling towers and dispose of the barrels for their sites only. For Austin Convention Center Department, Library Department and all other Departments unless otherwise directed by the City Site Contact, the Contractor shall provide services for sludge and cooling tower debris removal.
- 4.8. Contractor shall provide an English-speaking Single Point of Contact (SPOC). The SPOC shall be the designated contact for requesting both scheduled and unscheduled services. The SPOC shall have at least 10 years' experience and a background in chemistry, experience working in the field, and be a collaborative problem solver.

- 4.9. Contractor shall provide their personnel with all the necessary protective safety equipment and clothing such as an American National Standards Institute-approved hard hat, safety glasses, arc flash rated clothing (as required), and safety steel toe footwear, as well as any additional chemical safety equipment such as aprons or chemical resistant gloves.
- 4.10. Contractor shall provide hazard awareness training for all chemicals supplied to each site. Contractor shall keep City personnel aware of all new safety, hazard or other relevant information for chemicals used onsite.
- 4.11. Contractor shall provide delivery confirmations and invoices digitally for all chemical deliveries and services to the specific City Site Contact.
- 4.12. Contractor shall notify the Contract Manager and City Site Contact prior to implementing staff changes, should any be required during the contract term, to ensure continual coverage and minimum qualifications are met.
- 4.13. Scheduled services
 - 4.13.1. Scheduled services under this Scope of Work include, but are not limited to all water treatment services, chemical applications, water quality maintenance/testing, and water equipment maintenance and calibration that is required to be performed on a regular basis (frequency) per federal, state, or city law, regulation, ordinance, or code to maintain compliance and/or working order of water systems. Contractor shall perform all equipment calibrations and replacements per manufacturer's recommendations.
 - 4.13.2. Contractor shall work with each work site contact to schedule dates and times when water treatment services/testing will be performed. Standard working hours of 7:00 am to 4:00 pm Monday through Friday, excluding City recognized holidays that fall on a weekday will apply unless otherwise agreed to by both parties.
- 4.14. Unscheduled services
 - 4.14.1. Unscheduled service calls will be made by City Site Contacts. Unscheduled services are defined as incidents on equipment that is Contractor-owned and maintained where a system fails to maintain control parameters.
 - 4.14.2. Contractor shall respond to Unscheduled service calls, 24 (twenty-four) hours a day, 7 (seven) days a week, 365 (three-hundred sixty-five) days a year. Contractor shall respond by phone call or text message within thirty (30) minutes of receiving a phone call requesting Unscheduled services
 - 4.14.3. Contractor shall arrive onsite within twenty-four (24) hours of receiving a call for Unscheduled services at all commercial sites.
 - 4.14.4. Contractor shall arrive onsite within four (4) hours of receiving a call for Unscheduled services at all industrial sites.
 - 4.14.5. Contractor staff shall review and assess the situation and prepare a not-to-exceed amount quote based on time and materials for review by the City Site Contact.
 - 4.14.6. Once the City Site Contact reviews and approves on the required Unscheduled services quote, the Contractor shall schedule the work.
- 4.15. Contractor shall perform services only once the City Site Contact has given the Contractor a written notice to proceed.
- 4.16. Contractor shall coordinate with each City Site Contact for inventory, storage, and delivery of the chemicals and for treating and testing the water systems.
- 4.17. Contractor shall provide any necessary apparatus and conduct any required test procedures when not supplied by the specific location to monitor the recommended parameters.

- 4.18. Contractor shall coordinate site visits per site as determined necessary by the Contractor and agreed to by the City Site Contact to maintain the system at each site after the initial implementation period.
- 4.19. Contractor will check inventory at each site visit to ensure sufficient chemical is available to meet the needs of the location until the next scheduled site visit or Chemical delivery is made. Should the location require additional chemical to maintain the system, the contractor will provide delivery of chemical within 24 hours without any delivery fee.
- 4.20. Contractor shall conduct an inventory of all Contractor-supplied chemicals and stored at each facility every six months and shall remove any unwanted/obsolete chemicals from site. A written copy shall be provided to the City Site Contact with the invoice for that month.
- 4.21. Contractor shall follow standard industry guidelines and practices for the storage and labelling of chemicals associated with any onsite chemical inventory.
- 4.22. Contractor shall maximize efficiencies in inventory so that no empty container remains more than two weeks in the inventory location.
- 4.23. Contractor shall repair or replace any damaged or nonfunctioning equipment.
- 4.24. Contractor shall provide chemical containers or storage tanks, delivery pumps, and delivery lines with secondary containment.
- 4.25. Contractor shall be responsible for all cleanup costs for Contractor-caused chemical spills related to failure of secondary containment, pumping equipment failures, and during chemical unloading.
- 4.26. Thirty (30) days prior to the expiration of the Contract, the Contractor shall inspect and test each water system and provide the City Site Contact with a detailed report of each system's current disposition and requirements.
- 4.27. Contractor shall provide written Service Reports within forty-eight (48) hours of site visit that detail each site visit, recommended corrective actions, and monthly service summaries that document service provided, chemicals used, equipment provided, and performance issues that relate to equipment and processes. The report shall be submitted electronically and detail the hours worked, chemical inventory levels, work performed, analysis results, chemical inventories, parts used and expenses incurred, and identify and document any issues needing additional attention as well as the consequences if left unattended. The report shall also include cooling tower approach temperature and chiller condenser approach temperature. Contractor shall detail proposed changes in chemistry at each site including reasons for the change and intended.
- 4.28. Contractor shall meet monthly with the Austin Energy management and appropriate staff at each industrial site to report on the chemistry program at each location site and every six (6) months for commercial sites unless otherwise requested by the site contact. For Aviation, the Contractor shall meet with the City Site Contact monthly to review the water treatment program and chemistry. For Austin Convention Center Department (ACCD), the Contractor shall meet bi-monthly or quarterly with the City Site Contact for chemical program and monthly on site for equipment review and data evaluations. For the Library, the Contractor shall meet with the City Site Contact to discuss both Library locations.
- 4.29. Contractor shall provide for each water system a designated controller to control water chemistry. Controller shall:
 - 4.29.1. Integrate with plant Programmable Logic Controller (PLC) via Modbus TCP/IP or Allen Bradley Ethernet IP.
 - 4.29.2. Receive a discrete signal input to interlock controller when plant is not running.
 - 4.29.3. Control all chemicals injected into the water system.

- 4.29.4. Provide level indication of each chemical tote or vat and automatically send a notification for chemical reorders.
- 4.29.5. Have a screen displaying all parameters necessary to verify the system is operating properly.
- 4.30. Contractor shall coordinate in advance with each City Site Contact with appropriate personnel to minimize disruptions when isolating systems as needed to complete the work.
- 4.31. Contractor Subject Matter Experts (SMEs) shall meet with City personnel within twenty-four (24) hours of being given notice, for unscheduled services needing immediate attention concerning Contractor-supplied equipment and chemicals, water treatment programs, chemistry, or control issues. The Contractor shall distribute written recommendations and action items for these meetings.
- 4.32. Contractor shall furnish Safety Data Sheets (SDS) and equipment descriptive literature for each location and prior to making any changes in chemicals or equipment.
- 4.33. Contractor shall only perform testing or repairs on Contractor-owned equipment. After any testing or repairs, the Contractor shall coordinate with the City Site Contact and return the system to service in a fully automatic operating mode in accordance with the manufacturer's instructions and applicable codes and standards.
- 4.34. Contractor is responsible for reviewing the existing conditions and field-verifying all existing systems before submitting their proposal for scheduled and unscheduled work, including emergency services requested on a per-project basis.
- 4.35. Contractor employees shall follow badging requirements of each worksite while providing services, per the requirements of each location.
- 4.36. Contractor shall provide training to facility personnel on the approved Work Plan for each facility that would ensure effective operation, maintenance, and testing of water treatment systems at each facility.
- 4.37. Contractor shall meet with facility management and each work site prior to conducting tests or inspections. Contractor technicians shall be familiar with site equipment and prepared to discuss any risks associated with their work (i.e. risk of tripping an online generator during testing) so that the City can prioritize and properly schedule the work.
- 4.38. Contractor shall submit the forms that will be used to document implemented inspections and testing to the City Site Contact to be reviewed and agreed upon prior to providing any services.
- 4.39. Contractor shall provide details (including process flow diagrams, instrument and control diagrams) for all equipment additions and modifications, at each site, to the City Site Contact, in advance of work being performed. Contractor documentation shall include materials of construction, pressures, temperatures, and control and safety systems in place. These modifications/changes must be reviewed and agreed upon by the City Site Contact, prior to the commencement of work.
- 4.40. Contractor shall notify City Site Contact before leaving a site if a system or component is out of service. This shall be done electronically, and the report should be available prior to the Contractor leaving the site
- 4.41. If equipment is out of service, the Contractor shall work with City Site Contact and facility management to determine a resolution to the issue within 24 (twenty-four) hours or as agreed to by both parties.
- 4.42. Contractor shall provide full-service water treatment including but not limited to the following:
 - 4.42.1. Differential microbiological analysis, particle, and recirculation analytical tests shall be done at a minimum of once every quarter.

- 4.42.2. Water quality testing and reporting on a weekly basis including but not limited to the following:
 - 4.42.2.1. Dip slides
 - 4.42.2.2. Chlorine
 - 4.42.2.3. pH
 - 4.42.2.4. orp (Oxidizing/reducing potential)
 - 4.42.2.5. Conductivity
 - 4.42.2.6. Total hardness
 - 4.42.2.7. Calcium hardness
 - 4.42.2.8. Alkalinity
 - 4.42.2.9. Actives
 - 4.42.2.10. Total and filtered iron
 - 4.42.2.11. Calculation of cycles of concentration
 - 4.42.2.12. Makeup water and blowdown meter readings
- 4.42.3. Coupon racks shall at a minimum include mild steel protected, mild steel unprotected, copper and plastic. Contractor shall inspect coupon racks no later than 90 (ninety) days after installation.
- 4.43. Contractor shall install chlorine dioxide (ClO₂) generators at DCP1, DCP2, and DCP3 and other sites as agreed to for biocide treatment of chilled water and condenser water systems.
 - 4.43.1. Contractor shall supply a system solution to generate ClO₂ using chemicals with minimum toxicity that meet all Austin Fire Department requirements for indoor storage. The City must accept the System parameters for operation prior to installation.
 - 4.43.2. Contractor shall supply a system solution to generate ClO₂ using chemicals with minimum toxicity that meet all Austin Fire Department requirements for indoor storage.
 - 4.43.3. Contractor shall provide for the onsite generation of ClO₂ with a concentration that is not to exceed 800 ppm of ClO₂ at any time. The demand of ClO₂ required at each location is at least five (5) pounds per day. Unit shall be scalable in its demand output (pounds per day). The day tank shall be no greater than five (5) gallons.
 - 4.43.4. Contractor shall provide appropriate instrumentation and associated documentation, as part of the ClO₂ system (including precursors) that ensures the City that a release of any chemical shall not exceed the Permissible Exposure Limit (PEL) for that chemical.
 - 4.43.5. Contractor shall provide the City with a Process Hazard Analysis (PHA) for the ClO₂ system that clearly describes release scenarios (including instrumentation failures) and discusses the impacts.
 - 4.43.6. Contractor's system solutions shall not require a temperature-controlled environment to operate or generate product.
 - 4.43.7. Contractor's ClO₂ generation process shall have no more than two (2) precursor chemical because of fire code and space limitations. No chlorine such as bleach or chlorine gas. (If an acid is used, must be able to meet fire code requirements in existing plant conditions)
 - 4.43.8. Contractor's ClO₂ generation system solution shall not produce any hazardous waste or by-products, and the Contractor shall identify any other waste and/or by-products created from the generation process. Product stream shall be pure.
 - 4.43.9. Contractor's ClO₂ generation system shall be capable of dual pumping system (one pump for chilled water and another pump for condenser water: Pumps shall never be run at the same time).

- 4.43.10. Contractor's ClO₂ generation system shall be able to inject ClO₂ into the piping system with a maximum pressure of 90 (ninety) pounds per square inch.
- 4.43.11. Contractor's ClO₂ generation system shall be able to be interfaced to existing plant PLC controls system to start and stop either pump and interlock system to not run when plant is offline.
- 4.43.12. Contractor's ClO₂ generation system shall have the following safeties:
 - 4.43.12.1. Low day tank level (stops pumps)
 - 4.43.12.2. High day tank level (stops generation)
 - 4.43.12.3. Leak detected in containment (stops pumps and generation)
- 4.43.13. Contractor shall follow all necessary ANSI/American Society of Mechanical Engineers standards and protocols for the design and instrumentation of the ClO₂ system. The Contractor shall identify all piping/equipment that are non-standard and state reason why they are non-standard.
- 4.43.14. Contractor shall provide the appropriate process flow diagrams, as well as control and instrumentation diagrams associated with the ClO₂ system.
- 4.43.15. Contractor shall ensure that any waste product created through the generation/regeneration process meets City of Austin's Industrial Water Permit parameters for sanitary sewer disposal.
- 4.43.16. Contractor shall provide three (3) copies of an operational manual that describes the process and chemicals used along with the equipment, pump size and type, tubing requirements (Teflon or Kynar lined stainless steel braided hoses with stainless steel connectors) for each system provided: two (2) copies for the plant location and one (1) for the City Engineering archives.
- 4.43.17. Contractor shall provide written troubleshooting instructions for the equipment/process provided.
- 4.44. Contractor shall inspect and analyze chiller condenser tube conditions when exposed and visible due to other maintenance tasks.
- 4.45. Contractor shall provide an annual inspection chiller tube report for each chiller with:
 - 4.45.1. Visual and physical observation
 - 4.45.2. Recommendations to resolve anomalies or concerns as needed
 - 4.45.3. Photos of chiller tubes and description of any anomalies or concerns.

5. CITY SITE RESPONSIBILITIES

- 5.1. The City will provide the following:
 - 5.1.1. Access to the work site and parking (as available) for Contractor vehicles while servicing the water system.
 - 5.1.2. A location-specific staff member will accompany Contractor's staff to verify any repairs undertaken.
 - 5.1.3. A City Site Contact with whom all scheduling, planning, and technical matters will be initiated, coordinated and approved. Phone numbers and email will be included for each contact.
 - 5.1.4. Power sources, such as 120-VAC, 15-amp max, single-phase electrical receptacles.

6. SITE SPECIFIC RESTRICTIONS AND CONSIDERATIONS

- 6.1. These site-specific restrictions are according to the current status of the systems and are subject to change. The Contractor shall adhere to additional site requirements as identified in Exhibit B – Additional Requirements.

- 6.2. Closed Loop and Glycol Systems
 - 6.2.1. Contractor shall maintain Corrosion Rates of less than .5 mils per year of Iron (Fe).
 - 6.2.2. Contractor shall maintain Corrosion Rates of less than .2 mils per year Copper (Cu).
- 6.3. All systems
 - 6.3.1. Contractor shall contain the effects of Copper corrosion rates to less than one (1) mils per year and Iron corrosion rates to less than three (3) mils per year, per regulatory requirements and industry standards.
 - 6.3.2. Contractor shall maintain systems clean and free of deposits that may retard heat transfer.
 - 6.3.3. Contractor shall provide instrumentation or apparatus to prove the cleanliness of all heat exchanger systems.
 - 6.3.4. Contractor shall maintain a Legionella culture result of <10 cfu/ml (total). Routine Legionella testing shall be conducted at least once every 90 (ninety) days. Contractor shall test more frequently if requested by Austin Energy.

7. SPECIFIC INVOICE REQUIREMENTS

The City's preference is to have invoices emailed to the City Site Contact as well as the address identified on the Delivery Order.

Invoices shall comply with requirements outlined in the Terms and Conditions. Additionally, invoices shall include the following information:

- 8.1 Labor Hours
- 8.2 Chemicals applied and quantities
- 8.3 Applicable Transportation Fees
- 8.4 Mileage
- 8.4 Rental Fees

For questions about your invoice/payment, please contact the City Contract Manager.

8. DELIVERABLES:

9.1 Unless otherwise defined by the City Site Contact in writing, the Contractor shall provide:


Deliverable	Timeline
Exit Reports	Prior to leaving each site visit
Service Report	Within 48 hours of leaving each site
Monthly Report	By the end of the 6 th business day of each month
Quarterly Report	By the 15 th of the month following the end of each calendar year quarter.

9.2 The City may provide:

Deliverable	Timeline
Service Call Log: Includes initial time of contact, response time, person responding, time arrived on site, and comments on any issues	When requested and as available.
Report Receipt Log	By the end of the month following end of each calendar year quarter.
Meeting Agendas and Notes	Within three (3) business days of the meeting.

9. DESIGNATION OF KEY PERSONNEL

The City and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor shall promptly notify the City and obtain approval for the replacement. Such approval shall not be unreasonably withheld. The Contractor's and City's key personnel will be introduced at the Contract Kickoff Meeting.

	Specialty Chemical Water Treatment Services EXHIBIT A - SITE DETAILS												
SOLICITATION #	RFP 5000 MMO3015												
Location Name	Address	Glycols	Chiller Tonnage	Loop Volumes Chilled	Flow Rate	Hot Water	Loop Volumes Hot	Flow Rate	Cooling Tower Tonnage	Condenser or Cooling (Tower)	Flow Rate	Other Equipment	Flow Rate
Industrial Sites													
Austin Energy													
District Cooling Plant 1	300 San Antonio Street Austin, TX 78701	20,000 gallons with 30% Ethylene Glycol	* 7500 Tons (ice and chw) (3 - 2000 ton water chillers) (air is pumped into CHW system when ice tank online) * Ice Chiller- 2000 tons glycol (Qty 2, 1,000 ton ice chillers)	1.5 million gallons (500000 in plant rest of volume in transmission line)	9,300 gpm chilled water 9000 GPM 30% glycol water				9000 Ton Cooling Tower	33,000 gallons	Max 24000 gpm	CHW - Vortisand sand filter, Nalco water softener (AE-owned), Nalco leased CIO2 unit CDW -Basinwash system, Nalco leased CIO2 unit	
District Cooling Plant 2	410 Sabine Street Austin, TX 78703	86,000 gallons with 30% Ethylene Glycol	* 17000 Tons (ice and chill water) (3 - 5000 ton wtr chillers) (air is pumped into CHW system when ice tank online) * 5000 tons (glycol) (Qty 1 2,500 ton ice machine, Qty 2 1,275 ton ice machines)	2 million gallons (1.5 million in plant rest of volume in transmission line)	20,000 gpm chilled water 19000 GPM 30% glycol water				17200 Ton Cooling Tower	220,000 gallons	Max 45000 gpm	CHW - Vortisand sand filter, cartridge filter, Nalco Leased CIO2 unit CDW - PF11 Sieve Filter, Nalco leased CIO2 unit	
District Cooling Plant 3	812 Electric Drive Austin, TX 78703	N/A	10,000 Tons (4 ea - 2500 ton water chillers0	16000 gallons	15000 gpm	N/A	N/A	N/A	11250 tons	72,000 gallons	MX 37500 gpm	CHW - Cartridge filter, Nalco leased CIO2 unit CDW - PF11 Sieve Filter, Basinwash system, CIO2 unit	N/A
District Cooling Plant 4	500 East Cesar Chavez Austin, TX 78701	N/A	3000 Tons (3 ea - 1000 Ton water chillers)	11000 gallons	3900 gpm	N/A	N/A	N/A	4000 Tons	18,200 gallons	Max 12000 gpm	CDW - Basinwash system	N/A
Domain District Cooling Plant	3120 Kramer Lane Austin, TX 78758		14,000 Tons	3 million gals	Avg annual evap flow: 6,200 gpm	N/A		N/A	15000 Ton Cooling Towers	200,000 gals	Avg annual cond flow: 12,300gpm	N/A	N/A
Mueller Energy Center (MEC)	4901 Lancaster Drive Austin, TX 78723	N/A	(1)900 ton,(1)1500 ton, (2) 2500 ton chillers. 800,000 gallon chill water storage tank. Tank plus loop equals 1.3 million gallon closed loop.	1.3 million gallons	900 ton chiller flow rate 1300 gpm, 1500 ton chiller flow rate 2300 gpm, 2500 ton chillers 3700 gpm. Chw closed loop flow rate 3000 gpm	HRSg boiler, cleaver brooks fire tube boiler 800 HP, Unilux boiler 600 HP. Surge tank 1600 gallon, DA tank 1300 gallon	12,000 gallons	HRSg 22,000 PPH, Cleaver Brooks fire tube boiler 27,600 PPH, Unilux 20,000 PPH. DA tank 15,000 PPH	(2) 4,000 gallon Evapco cooling towers ,(2) 11,000 gallon Evapco GPM cooling towers	25,000 gallons	(2) 4000 GPM cooling towers,(2) 6000 GPM cooling towers	ABB Hardness analyzer, Mario Water softener, UltraTreat sand filter	Mario water softener 97 gpm
ACC Highland Campus Plant	6018 Wilhelmina Delco Drive Austin, TX 78752	N/A	(4) 1500 ton chillers.										
Sand Hill Energy Center (SHEC)	1101 Fallwell Lane Del Valle, TX 78617	Chilled water loops contain 25% of 98% Propylene Glycol	Qty 10 25-ton chiller	<ul style="list-style-type: none">• Simple Cycle 1-4 - Chill Water 80,000 Gallons (closed Loop)• Simple Cycle 6-7 - Chill Water 60,000 Gallons(closed loop)• Combined Cycle 5 - Closed Cooling Water 26,000 gallons (closed loop)	Unknown	N/A	N/A	N/A	N/A	<ul style="list-style-type: none">• Simple Cycle 1-4 - Cooling Tower water 45,000 Gallons (open loop)• Simple Cycle 6-7 - Cooling Tower 30,000 Gallons(open loop)• Combined Cycle 5- Cooling Tower 600,000 Gallons (open loop)• Combined Cycle #5- Closed Cooling Loop 27,000 gals	Unknown	* Two one-pass two stage GE Reverse Osmosis with interstage degasification * 1 GE E-Cell Demineralizer: Total System product flow 200gpm * Raw reclaim water clarifier	
Decker Creek Power Plant	8003 Decker Lane Austin, TX 78724	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Main Condenser and Auxiliary D1&D2	N/A	518,000 gpm - Lake W	* Reverse Osmosis System	230 gpm make up flow/120 gpm product flow
Aviation													
Austin Bergstrom International Airport (ABIA)	9815 Service Avenue Austin, TX 78719		4 - 840 Ton Trane Chillers and 1 - 370 Ton Trane Chiller 1- 1,500,000 Gal. Thermal Storage Tank	2,000,000 Gals	4032 gpm	2 - 12,000,00 BTU Cleaver Brook Condenser Boilers and 1 - 10,000,000 BTU Riola Boiler * Boiler in use year round for dehumidification	500,000 gals	1340 gpm	1 - 3 Cell Marley Cooling Tower 3113 Tons and 1 - Single Cell Marley Cooling Tower 4150 Tons	50,000 gals	11,190 gpm	UltraTreat Sand Filter	N/A
Commercial Sites													
Austin Water													
Waller Creek	625 East 10th St.	N/A	2 - 210 ton chillers and 2 - 110 ton chillers on seperate loops	Unknown	Unknown	No	---	---	Evapco - model AGH-918B two cell	Approx. 10K gallons	675 GPM		
Webberville Service Center	2600 Webberville Road, Austin, TX 78702	N/A	75 ton	Unknown	Unknown	750K BTU	---	---	80 ton	Approx. 1500 gallons	Unkown		
Jollyville Pump Station	7329 McNeil Dr. Austin, TX. 78729	N/A	No chiller. Direct expansion water cooled HVAC units	< 1000 gallons	Unknown	No	---	---	Two Evapco - model ATWB94H18Z	Approx. 4000 gallons	Unkown		
Davis Lane Pump Station	2815 Kentish Lane Austin, TX 78745	N/A	No chiller. Direct expansion water cooled HVAC units	< 1000 gallons	Unknown	No	---	---	Two Evapco - model LSW29C	Aprox. 1000 galons			
Ulrich WTP, Bldg. 10 (Medium Service), Ullrich Water Treatment Plant	1000 Forest View Drive Austin, TX 78746	N/A	70 ton air cooed chiller	unknown	unknown	No	---	---	No				
Ulrich WTP - Low Service, Ullrich Water Treatment Plant	1000 Forest View Drive Austin, TX 78746	N/A	45 ton air cooled chiller	unknown	unknown	No	---	---	No				
North Service Center	901 West Koenig Lane Austin, TX 78756	N/A	No	---	---	250K BTU	< 1000 gallons	NA	No				
South Service Center	3616 S 1st Street Austin, TX 78704	N/A	No	---	---	250K BTU	< 1000 gallons	NA	No				
East Service Center	6101 Harold Court Austin, TX 78721	N/A	No	---	---	250K BTU	< 1000 gallons	NA	No				

Hornsby Bend WWTP (Admin. Bldg.)	2210 South FM 973 Austin, TX 78725	N/A	70 ton air cooled chiller	unknown	unknown	No	---	---	No				
Hornsby Bend WWTP (Maintenance Bldg.)	2210 South FM 973 Austin, TX 78725	N/A	50 ton air cooled chiller	unknown	unknown	No	---	---	No				
Walnut Creek WWTP (Admin. Bldg.)	7113 East Martin Luther King Boulevard Austin, TX. 78724	N/A	(2) 80 ton air cooled chillers	unknown	unknown	(2) Raypak boilers 500K and 750K BTUs	unkown	unkown	No				
Walnut Creek WWTP (Maintenance Bldg.)	7113 East Martin Luther King Boulevard Austin, TX. 78724	N/A	40 ton air cooled chiller	unknown	unknown	650K BTU	unkown	unkown	No				

Building Services Department

Rebekah Baines Johnson Retirement Home	21 Waller St Austin, TX 78702												
City of Austin Municipal Building	124 W 8th St Austin, TX 78701												
DeWitty Building	2909 Rosewood Lane Austin, TX 78702												
Rutherford Lane Campus - Bldg. #1	1520 Rutherford Ln Austin, TX 78754												
Rutherford Lane Campus - Bldg. #4	1521 Rutherford Ln Austin, TX 78754												
Combined Transportation Emergency Communication Center	5010 Old Manor Road Austin, TX 78723												
Town Lake Center	721 Barton Springs Rd Austin, TX 78704												
Techni Center	4201 Ed Bluestein Blvd. Austin, TX 78702												
Permit and Development Center (PDC)	6310 Wilhelmina Delco Dr, Austin, TX 78752												
System Communication Center (SCC)	2500 Montopolis Dr., Austin, TX 78741												

Parks and Recreation Department (PARD)

Dove Springs	5801 Ainez Dr. Austin, TX 78744	N/A	N/A						80 ton Evapco cooling tower				
Parks and Recreation Central Maintenance Complex	2525 S Lakeshore Blvd Austin, TX 78741	N/A	N/A			Boiler are used in winter.							
Parks and Recreation Headquarters	200 S Lamar Austin, TX 78704	N/A	50 ton			Boiler are used in winter.			60 ton Evapco cooling tower.				
Austin Recreation Center	1301 Shoal Creek Austin, TX 78701		70 ton						80 ton Evapco coolingtower				
Mexican American Cultural Center	600 River St Austin, TX 78701	N/A	80 ton			2.Boilers used year round							
Carver Cultural Arts Center	1165 Angelina Austin, TX 78702	N/A	N/A			6, water heaters for heating							
Gus Garcia Recreation Center	1201 E Rundberg Lane Austin, TX 78753	N/A	60 ton			1, boiler used for winter							
Givens Recreation Center	3811 E 12th Austin, TX 78721	N/A	80 ton			1, boiler used for winter							
Turner Roberts Recreation Center	7201 Colony Loop Dr Austin, TX 78724	N/A	55 ton			1, boiler used for winter							
Lamar Senior Activity Center	2874 Shoal Crest Ave Austin, TX 78705	N/A				1, boiler used for winter							
Old Bakery and Emporium	1006 Congress Ave Austin, TX 78701	N/A	50 ton			1, boiler used for winter							
Austin Nature and Science Center	301 Nature Center Dr Austin, TX 78746	N/A				1, boiler used for winter							
Conley Guerrero Senior Center	808 Nile St Austin, TX 78702	N/A	60 ton			1, boiler used for winter							

OTHER DEPARTMENTS

Austin Police Department	715 East 8th St.												
Austin Convention Center Department, Convention Center	500 East Cesar Chavez		Convention Center uses district cooling			North side 2 boiler (PVI) South side 3 boilers (VT.3		250 GPM					
Austin Convention Center Department, Palmer Event Center	900 Barton Springs Rd	N/A	1-250 ton and 2-500 tons	Unknown	250-1000 GPM	2- Bryan boilers	Unkown	40-120 GPM	Unknown	5000 gallons			
Austin Public Library, Faulk Building	800 Guadalupe St.	N/A	175 Ton Carrier 19DG/230 Ton Trane CVHE	Unknown	420 GPM	2 - 1.5 MBTU Condensing Boilers used all year	Unkown	120 GPM	2 - Reymsa 250 Ton	Unknown	525 GPM		
Austin Public Library, Austin Central Library	710 W. Cesar Chavez	N/A	Central Cooling District 2?	Unknown	Min. 65 GPM - Max. 395 GPM	2 - 1.5 MBTU Condensing Boilers used all year	Unkown	Min. 35 GPM - Max. 135 GPM					

1. For all sites, Contractor shall remove copper from the isothiazoline before using isothiazoline. Water treatment is dictated by Austin Water Utility Industrial Waste-Water Permit.
2. The Contractor shall adhere to the additional site-specific requirements incorporated herein unless otherwise directed by the City Site Contact in writing.
 - 2.1. Paul Robbins District Cooling Plant (District Cooling Plant 1):
 - 2.1.1. Contractor shall use 30% ethylene glycol and glycol inhibitor to maintain manufacturer warranty for chillers
 - 2.1.2. Condenser cycles of concentration need to be >13
 - 2.1.3. Cooling tower the pH must never reach above 9.5 and cycles of concentration should be ≤ 21
 - 2.1.4. Sulfuric acid is prohibited at this site per Fire Department restrictions
 - 2.1.5. Thermal storage tank pH must remain < 8.3 at all times, free chlorine must be < 0.5ppm
 - 2.1.6. Contractor shall proceed with caution if offering a nitrate or nitrite-based chemical solution as this may affect the zinc coating on the galvanized pipes (Contractor shall fully explain to work site contact how Contractor shall mitigate any damage prior to beginning work)
 - 2.1.7. Stainless Steel plate and frame heat exchanger are heavily affected by particulates & biofilm (as applies to fast-acting non-oxidizing biocide)
 - 2.1.8. Austin Energy uses softened water for condenser
 - 2.1.9. Cooling tower is made of stainless steel and is in direct sunlight so algae growth will occur
 - 2.1.10. Ice thermal storage tank is glycol-filled coils fabricated from hot dipped galvanized pipes
 - 2.1.11. Microbial contamination will occur due to the tank being open to the atmosphere as well as warm air being pumped into the thermal storage tank
 - 2.1.12. DCP1 uses Softened water for the condenser water system; thus will require approximately 5,000 gallons of liquid brine per delivery (approximately 18 deliveries per year)
 - 2.2. District Cooling Plant 2:
 - 2.2.1. Contractor shall use 30% ethylene glycol and glycol inhibitor to maintain manufacturer warranty for chillers
 - 2.2.2. Condenser cycles of concentration need to be >10
 - 2.2.3. Cooling tower the pH must never reach above 9.5 and cycles of concentration should be ≤ 15
 - 2.2.4. DCP2 has a H3 occupancy room for storage of acids such as sulfuric acid or inhibitor acid for CDW system
 - 2.2.5. Thermal storage tank pH must remain < 8.3 at all times, free chlorine must be < 0.5ppm
 - 2.2.6. Contractor shall proceed with caution if offering a nitrate or nitrite-based chemical solution as this is likely to affect the zinc coating on the galvanized pipes (Contractor shall fully explain to work site contact how Contractor shall mitigate any damage prior to beginning work)
 - 2.2.7. Stainless Steel plate and frame heat exchanger heavily affected by particulates & biofilm (as applies to fast-acting non-oxidizing biocide)
 - 2.2.8. Cooling tower is made of stainless steel and is in direct sunlight so algae growth will occur (address this consideration in your proposal)
 - 2.2.9. Ice thermal storage tank is glycol-filled coils fabricated from hot dipped galvanized pipes
 - 2.2.10. Microbial contamination will occur due to the tank being open to the atmosphere as well as warm air being pumped into the thermal storage tank
 - 2.2.11. DCP2 currently maintains cycles of concentration < 9 but preference is a cycle of concentration of 13
 - 2.3. District Cooling Plant 3:
 - 2.3.1. Condenser cycles of concentration need to be >10
 - 2.3.2. Cooling tower the pH must never reach above 9.5 and cycles of concentration should be ≤ 15
 - 2.3.3. Contractor shall proceed with caution if offering a nitrate or nitrite-based chemical solution as this is likely to affect the zinc coating on the galvanized pipes (Contractor shall fully explain to work site contact how Contractor shall mitigate any damage prior to beginning work)
 - 2.3.4. Stainless Steel plate and frame heat exchanger heavily affected by particulates & biofilm (as applies to fast-acting non-oxidizing biocide)

- 2.3.5. Cooling tower is made of stainless steel and is in direct sunlight so algae growth will occur (address this consideration in your proposal)
- 2.3.6. DCP3 has an H3 occupancy room for storage of chemicals.
- 2.3.7. Due to sulfuric acid in H3 occupancy room bleach cannot be utilized unless mitigation of cross contamination is eliminated
- 2.4. District Cooling Plant 4:
 - 2.4.1. Cooling tower the pH must never reach above 9.5 and cycles of concentration should be >8 and <15
 - 2.4.2. Sulfuric acid is prohibited at this site per Fire Department restrictions
 - 2.4.3. Contractor shall proceed with caution if offering a nitrate or nitrite-based chemical solution as this is likely to affect the zinc coating on the galvanized pipes (Contractor shall fully explain to work site contact how Contractor shall mitigate any damage prior to beginning work)
 - 2.4.4. Stainless Steel plate and frame heat exchanger heavily affected by particulates & biofilm (as applies to fast-acting non-oxidizing biocide)
 - 2.4.5. Cooling tower is made of stainless steel and is in direct sunlight so algae growth will occur
 - 2.4.6. Dry chemistry only for CDW inhibitor and biocide.
 - 2.4.7. Chemistry shall be in containers that are easy to carry by a human upstairs and across roofing structure. (A dolly is not permissible on roof deck)
 - 2.4.8. DCP4 has a small chemical room in packaged plant
- 2.5. Domain District Cooling Plant:
 - 2.5.1. Stainless Steel plate and frame heat exchanger heavily affected by particulates & biofilm (as applies to fast-acting non-oxidizing biocide)
 - 2.5.2. Sulfuric acid is allowable to maintain cycles of concentration > 13
 - 2.5.3. Cooling tower is made of fiberglass and is in direct sunlight so algae growth will occur
 - 2.5.4. Microbial contamination will occur due to the tank being open to the atmosphere.
- 2.6. Mueller Energy Center:
 - 2.6.1. Stainless Steel plate and frame heat exchanger heavily affected by particulates & biofilm (as applies to fast-acting non-oxidizing biocide)
 - 2.6.2. Sulfuric acid is allowable to maintain cycles of concentration > 13
 - 2.6.3. Cooling tower is made of stainless steel and is in direct sunlight so algae growth will occur
- 2.7. Austin Community College Highland Campus Plant:
 - 2.7.1. Contractor shall provide service on a set day of the week each week and will not be changed without prior approval from Austin Energy Site Contact.
 - 2.7.2. Contractor personnel are only allowed onsite from 8am to 2pm on the approved service day.
 - 2.7.3. Austin Energy will escort Contractor personnel while on the property.
 - 2.7.4. Contractor deliveries shall be made during the service times on the approved service day.
 - 2.7.5. Contractor deliveries left at the plant outside of the service day/time shall be the responsibility of the contractor. Austin Energy will not be responsible for loss or additional delivery charges.
 - 2.7.6. If a missed delivery of a chemical (and subsequent delay to the following week) causes operational/equipment issues then Austin Energy will accommodate the delivery, and the Contractor shall present a plan to be approved by Austin Energy Site Contact and put in place to avoid a repeat of the situation.
 - 2.7.7. Sulfuric acid is allowable to maintain cycles of concentration > 13
 - 2.7.8. Cooling tower is made of stainless steel and is in direct sunlight so algae growth will occur
- 2.8. Decker Power Station:
 - 2.8.1. Cooling water is pulled from and discharged into Decker Lake
 - 2.8.2. Once-through only cooling uses a dispersant/scale inhibitor as allowable by National Pollutant Discharge Elimination System Permit (TCEQ/EPA)

- 2.8.3. While unlikely, SonarOne application may be required as needed to treat hydrilla (it must be this product or a comparable generic of SonarOne)

2.9. Sand Hill Energy Center (SHEC):

- 2.9.1. SHEC has six (6) GE LM6000 Sprint Simple Cycle Gas Turbine Units with ten (1) 2500 ton chillers on a closed cooling water loop for gas turbine inlet temperature control.
- 2.9.1.1. The closed loop systems use propylene glycol for freeze protection with a target concentration of 25%.
- 2.9.1.2. The makeup to the system is City potable water.
- 2.9.1.3. This system shall be checked and treated for biological growth, corrosion, pH, and conductivity.
- 2.9.1.4. Current treatment includes:
- 2.9.1.4.1. Non-oxidizing biocide used for biological control
- 2.9.1.4.2. Corrosion inhibitor used
- 2.9.2. Four (4) small cooling towers are associated with the simple cycle gas turbines and provide open loop cooling water to chiller condensers and auxiliary turbine equipment. The towers cycle approximately four-point-five (4.5) times per day. This system shall be checked and treated for biological growth, corrosion, pH, and conductivity. The makeup to the system is City potable water.
- 2.9.2.1. pH and conductivity are monitored 24 (twenty-four) hours a day, 365 (three-hundred sixty-five) days a year.
- 2.9.2.2. Dip slides are taken weekly to manage biological growth
- 2.9.2.3. Current treatment includes:
- 2.9.2.3.1. Primary method of biological control is bromine.
- 2.9.2.3.2. Primary method of pH control is 93% sulfuric acid.
- 2.9.2.3.3. Non-oxidizing biocide used for biological control.
- 2.9.2.3.4. Oxidizing biocide hydrogen peroxide
- 2.9.3. The combined cycle unit is made up of one (1) GE 7FA industrial gas turbine, one (1) Doosan Tri-pressure heat recovery steam generator (HRSG). There is no yellow metal in the feed water or steam systems.
- 2.9.3.1. Twice a year the drums are inspected internal for signs of chemistry problems.
- 2.9.3.2. Low Pressure (LP) drum pressure ranges from 45 to 65 pounds per square inch (psi)
- 2.9.3.3. Intermediate Pressure (IP) drum pressure ranges from 90 to 300 psi
- 2.9.3.4. High Pressure (HP) drum pressure ranges from 800 to 1800 psi
- 2.9.3.5. The target pH of the feedwater is 10.2
- 2.9.3.6. Current treatment includes:
- 2.9.3.6.1. Blended ammonia (NH3) ammine for pH control of feedwater.
- 2.9.3.6.2. Conductivity is controlled with blowdowns
- 2.9.3.6.3. No oxygen scavenger is used. Dissolved oxygen (DO) is monitored.
- 2.9.3.6.4. No tri-sodium phosphate is used.
- 2.9.4. One (1) GE D11 steam turbine combined cycle unit uses the following auxiliary equipment:
- 2.9.4.1. One (1) 550,000 gallon six (6) cell Marley cooling tower that removes heat from the steam turbine condenser and runs through a closed cooling water heat exchanger.
- 2.9.4.1.1. The tower cycles approximately three-point-five (3.5) times per day.
- 2.9.4.1.2. Make up water to this tower is primarily clarified reclaimed water from the City of Austin wastewater treatment plant; it can also use City potable water.
- 2.9.4.1.3. Scaling in the steam turbine condenser is a concern.
- 2.9.4.1.4. Target pH of 7.0
- 2.9.4.2. Current treatment includes:
- 2.9.4.2.1. Primary biological control is aqueous sodium hypochlorite (11-15% bleach). This is a continual treatment with a target of .05 to 1.0 FCL ppm in the basin. We dechlorinate with sodium bisulfite before discharging into the Colorado River.
- 2.9.4.2.2. Primary method of pH control is 94% sulfuric acid.
- 2.9.4.2.3. Inhibitor used for scaling control.

- 2.9.5. Two (2) Yuba closed cooling loop exchangers on a closed loop holding 26,000 gallons with a head tank open to atmosphere.
 - 2.9.5.1. The closed cooling water loop cools lube oil, hydraulic oil, plant air compressors, generator hydrogen coolers, LCI cooler, and the HRSG steam chemistry panel.
 - 2.9.5.2. The system makeup water is City potable water.
 - 2.9.5.3. Corrosion is a concern in this system.
 - 2.9.5.4. Current treatment includes:
 - 2.9.5.4.1.1. Corrosion inhibitor
 - 2.9.5.4.1.2. Non-oxidizing biocide and/or ClO₂
- 2.9.6. The raw reclaimed water clarifier is used to remove phosphates and solids to treat reclaimed water for use in the combined cycle cooling tower.
 - 2.9.6.1. The system processes between 350 and 2400 gallons per minute (gpm).
 - 2.9.6.2. Turbidity is monitored in this process.
 - 2.9.6.3. Aluminum sulfate carryover is a concern here.
 - 2.9.6.4. Current treatment includes:
 - 2.9.6.4.1. Aluminum sulfate and micro-sand are used in the flocculation process.
 - 2.9.6.4.2. Anionic flocculants and cationic flocculants are also used in the flocculation process
- 2.9.7. A system with two (2) one-pass two-stage GE reverse osmosis water treatment uses Suez Ecell technology to reduce the final resistivity of water produced. A decarbonator is used between the two stages.
 - 2.9.7.1. The unit produces 230 gpm of boiler-quality water.
 - 2.9.7.2. The feed water to this system is City potable water.
 - 2.9.7.3. Water is held in two (2) large storage tanks. One tank is for the combined cycle systems (500,000 gallons) and the other is for the simple cycle gas turbines (300,000 gallons)
 - 2.9.7.4. Dictated by National Pollutant Discharge Elimination System (NPDES) (EPA permits) and Texas Pollutant Discharge Elimination System (TPDES) (TCEQ permits)