Amendment No. 01
to
Contract No. MA 1100 NA220000089
for
Relay Services
between
Qualus, LLC
and the
City of Austin, Texas

1.0 The Contract is hereby amended as follows: Change the vendor information as requested and documented by the vendor.

	From	To
Vendor Name	Power Grid Engineering, LLC	Qualus, LLC
Vendor Code	V00000920324	V00000920324
FEIN	[redacted]	[redacted]

2.0 All other terms and conditions of the Contract remain unchanged and in full force and effect.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the Contract.

Vendor Representative/Title (Print Name): Michael Wright, COO

Signature/Date: Michael J. Wright Apr 13, 2023

City of Austin Representative/Title (Print Name): Diana McIntosh, Procurement Specialist III
City of Austin | Financial Services Department

Signature/Date: Diana McIntosh Digitally signed by Diana McIntosh Date: 2023.04.21 10:04:05 -05'00'

OFFER CERTIFICATION

Instructions. Offerors shall complete and sign the Offer Certification section of this section as indicated. Offerors shall not complete any portions of the Acceptance section below. Submittals with incomplete and/or unsigned Offer Certification are not considered to be Offers and will be rejected as nonresponsive.

Company Name: **Power Grid Engineering, LLC**

Company Address: **100 Colonial Center Parkway, Suite 400**

City, State, Zip: **Lake Mary, FL 32746**

Company's Austin Finance Online Vendor Registration No. **V00000920324**

Company's Officer or Authorized Representative: **Marilyn Ramirez**

Title of Officer or Authorized Representative: **Business Development Manager**

Email: **sales@powergridmail.com**

Offeror's Phone: **770-401-8097**

Offeror's Signature:

Date: **9/14/2021**

OFFER: The above signed, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Offeror, by submitting and signing below, acknowledges that he/she has received and read the entire document packet including all revisions, and addenda and agrees to be bound by the terms therein.

ACCEPTANCE BY THE CITY

For City Staff only. The City will complete and sign this section only if the City accepts the Offer.

Contract Number: MA 1100 NA220000089

Printed Name of City's Authorized Procurement Staff: DEJUAN BROWN

Title of City's Authorized Procurement Staff: PROCUREMENT SPECIALIST III

Signature: DeJuan Brown Digitally signed by DeJuan Brown DN: cn=DeJuan Brown, o=City of Austin Purchasing Office, ou=Financial Services Division, email=dejuan.brown@austintexas.gov, c=US Date: 2022.04.05 09:04:53 05'00'

Date:

Email: DEJUAN.BROWN@AUSTINTEXAS.GOV

Phone: 512-322-6472

ACCEPTANCE: The Offer is hereby accepted. Contractor is now bound to sell the materials or services specified in the Contract.

CITY OF AUSTIN PURCHASING OFFICE
PRICING SUBMITTAL
RFP 1100 DTB3007 - RELAY SERVICES

Instructions: Provide pricing to complete the two (2) sample Scopes of Work described in Exhibit A. The price shall be for a "turnkey" project.

Sample Work Scope Project # 1 (Capicitor Bank Upgrade)	$26,523.00
Sample Work Scope Project # 2 (Line Protection Upgrade)	$31,425.00
TOTAL FOR SAMPLE PROJECTS	**$57,948.00**

Instructions: Provide the parts list for Sample Projects (Please add lines as necessary)

Instructions: Provide personnel title(s) with experience and certifications you are most likely to assign to the project (Please add lines as necessary)

PROJECT #1 PARTS LIST	UNIT OF MEASURE	ESTIMATED QUANTITY	PERSONNEL TITLE	QUANTITY	EXPERIENCE AND CERTIFICATIONS
Demo existing Capacitor Bank Protection relay panel (Qty 1) and associated cables that cannot be re-used.	Man Hours	30	Lead Field Technician / Field Technician II	1/1	B.S. Engineering Technology M.S. Industrial Technology / AS Eletrical Power
Install temporary cables as necessary to complete any RTU alarm circuits and/or PT circuits disrupted during the panel removal process. Not included in the SOW.	Man Hours	0	Lead Field Technician / Field Technician II	1/1	B.S. Engineering Technology M.S. Industrial Technology / AS Eletrical Power
Transport old relay panel (Qty 1) to Justin Lane Service Center / Transport new relay panel (Qty 1) from Justin Lane to Substation.	Man Hours	10	Lead Field Technician / Field Technician II	1/1	B.S. Engineering Technology M.S. Industrial Technology / AS Eletrical Power
Install new Capacitor Bank Protection panel (Qty 1) in substation control house.	Man Hours	6	Lead Field Technician / Field Technician II	1/1	B.S. Engineering Technology M.S. Industrial Technology / AS Eletrical Power
Install terminate and label control house interconnect cables and external cables (pulled by AE) associated with Capacitor Bank Protection panel.	Man Hours	44	Lead Field Technician / Field Technician II	1/1	B.S. Engineering Technology M.S. Industrial Technology / AS Eletrical Power
Set relays with issued settings and perform relay element test on SEL microprocessor relays (Qty 2).	Man Hours	12	Lead Field Technician / Field Technician II	1/1	B.S. Engineering Technology M.S. Industrial Technology / AS Eletrical Power
DC check / functional test / commission Capacitor Bank Protection relay panel (Qty 1) and associated GCB (Qty 1) in accordance with AE testing guidelines.	Man Hours	16	Lead Field Technician / Field Technician II	1/1	B.S. Engineering Technology M.S. Industrial Technology / AS Eletrical Power
Secondary current injection on circuit breaker CT circuits and single point ground verification.	Man Hours	8	Lead Field Technician / Field Technician II	1/1	B.S. Engineering Technology M.S. Industrial Technology / AS Eletrical Power
Secondary current/voltage injection on capacitor bank CT/PT circuits and single point ground verification.	Man Hours	4	Lead Field Technician / Field Technician II	1/1	B.S. Engineering Technology M.S. Industrial Technology / AS Eletrical Power
Verify test switch labels push button labels and correct relay displays in accordance with SEL logic variable settings on Qty 2 SEL relays.	Man Hours	4	Lead Field Technician / Field Technician II	1/1	B.S. Engineering Technology M.S. Industrial Technology / AS Eletrical Power
Perform SCADA checkout of all controls analogs indications and alarms for Capacitor Bank Protection panel and associated GCB.	Man Hours	10	Lead Field Technician / Field Technician II	1/1	B.S. Engineering Technology M.S. Industrial Technology / AS Eletrical Power
Assist Austin Energy personnel during startup to fully energize equipment.	Man Hours	8	Lead Field Technician / Field Technician II	1/1	B.S. Engineering Technology M.S. Industrial Technology / AS Eletrical Power
If necessary assist Austin Energy personnel after startup to perform individual capacitor fuse removal and alarm setting verification test. Test not included in SOW.	Man Hours	0	Lead Field Technician / Field Technician II	1/1	B.S. Engineering Technology M.S. Industrial Technology / AS Eletrical Power
Verify and record In-service reading for new Capacitor Bank Protection relaying and existing Main Bus Differential relaying.	Man Hours	2	Lead Field Technician / Field Technician II	1/1	B.S. Engineering Technology M.S. Industrial Technology / AS Eletrical Power
Transfer field markups to engineering set of prints.	Man Hours	2	Lead Field Technician / Field Technician II	1/1	B.S. Engineering Technology M.S. Industrial Technology / AS Eletrical Power
Complete and submit all test reports procedure checklists and commissioning data to AE according to ISO standards.	Man Hours	4	Lead Field Technician / Field Technician II	1/1	B.S. Engineering Technology M.S. Industrial Technology / AS Eletrical Power
Standard Test Equipment	Equipment Hours	80			

PROJECT #2 PARTS LIST	UNIT OF MEASURE	ESTIMATED QUANTITY	PERSONNEL TITLE	QUANTITY	EXPERIENCE AND CERTIFICATIONS
Demo existing Line Protection relay panel (Qty 1) and associated cables that cannot be re-used.	Man Hours	30	Lead Field Technician / Field Technician II	1/1	AS Instrumentation NERC Certified System Operator / B.S. Electrical Engine
Install temporary cables as necessary to complete any RTU alarm circuits and/or PT circuits disrupted during the panel removal process. Not included in the SOW.	Man Hours	0	Lead Field Technician / Field Technician II	1/1	AS Instrumentation NERC Certified System Operator / B.S. Electrical Engine
Transport old relay panel (Qty 1) to Justin Lane Service Center / Transport new relay panel (Qty 1) from Justin Lane to Substation.	Man Hours	10	Lead Field Technician / Field Technician II	1/1	AS Instrumentation NERC Certified System Operator / B.S. Electrical Engine
Install new Line Protection panel (Qty 1) in substation control house.	Man Hours	6	Lead Field Technician / Field Technician II	1/1	AS Instrumentation NERC Certified System Operator / B.S. Electrical Engine
Install terminate and label control house interconnect cables and external cables (pulled by AE) associated with Line Protection panel.	Man Hours	44	Lead Field Technician / Field Technician II	1/1	AS Instrumentation NERC Certified System Operator / B.S. Electrical Engine
Set relays with issued settings and perform relay element test on SEL microprocessor relays (Qty 3).	Man Hours	20	Lead Field Technician / Field Technician II	1/1	AS Instrumentation NERC Certified System Operator / B.S. Electrical Engine
DC check / functional test / commission Line Protection relay panel (Qty 1) and associated GCB (Qty 1) in accordance with AE testing guidelines.	Man Hours	20	Lead Field Technician / Field Technician II	1/1	AS Instrumentation NERC Certified System Operator / B.S. Electrical Engine
Secondary current injection on circuit breaker CT circuits and single point ground ver fication.	Man Hours	8	Lead Field Technician / Field Technician II	1/1	AS Instrumentation NERC Certified System Operator / B.S. Electrical Engine
Verify test switch labels push button labels and correct relay displays in accordance with SEL logic variable settings on Qty 3 SEL relays.	Man Hours	6	Lead Field Technician / Field Technician II	1/1	AS Instrumentation NERC Certified System Operator / B.S. Electrical Engine
Perform SCADA checkout of a l controls analogs indications and alarms for Line Protection panel and associated GCB.	Man Hours	16	Lead Field Technician / Field Technician II	1/1	AS Instrumentation NERC Certified System Operator / B.S. Electrical Engine
Perform End-to-End relay testing for CKT-XXXX if requested by AE. End-to-End testing not included in this SOW.	Man Hours	0	Lead Field Technician / Field Technician II	1/1	AS Instrumentation NERC Certified System Operator / B.S. Electrical Engine
Assist Austin Energy personnel during startup to fully energize equipment.	Man Hours	12	Lead Field Technician / Field Technician II	1/1	AS Instrumentation NERC Certified System Operator / B.S. Electrical Engine
Verify and record In-service reading for new Line Protection relaying and existing Main Bus D fferential relaying.	Man Hours	2	Lead Field Technician / Field Technician II	1/1	AS Instrumentation NERC Certified System Operator / B.S. Electrical Engine
Transfer field markups to engineering set of prints.	Man Hours	2	Lead Field Technician / Field Technician II	1/1	AS Instrumentation NERC Certified System Operator / B.S. Electrical Engine
Complete and submit all test reports procedure check ists and commissioning data to AE according to ISO standards.	Man Hours	4	Lead Field Technician / Field Technician II	1/1	AS Instrumentation NERC Certified System Operator / B.S. Electrical Engine
Standard Test Equipment	Equipment Hours	90			

Contractor shall not change percent markup of Blue Book rate or fees due to variances between actual equipment and tools used and anticipated equipment and tools. This section will not be included in the price proposal total, but will factor into the overall evaluation process.

Percent markup of actual invoice from supplier or subcontractor for Cost for Equipment and Third PartyTool Rental	10%
Percent markup of actual invoice from supplier or subcontractor for Cost of Materials, Supplies, and Parts	10%

Field Services Rates

Standard Labor Classifications	Straight Time	Overtime
Relay Wireman	**$100**	**$150**
Field Test Engineer /Technician II	**$135**	**$203**
Senior Test Engineer / Senior Field Technician	**$150**	**$225**
Lead Test Engineer / Lead Field Technician	**$165**	**$248**

Reimbursable Expenses

Equipment Type with Operator	Unit Rate ($)	Unit of Measure
Mileage	**IRS Rates**	**Per Mile**
Per Diem (Food & Lodging)	**GSA Rates**	**Per Day**
Standard Test Equipment	**$100**	**Per Day**

Solicitation
INSTRUCTIONS

Solicitation No.
RFP 1100 DTB3007

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 $15.00 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 shall be accompanied by a Proposal Bond in an amount of not less than five percent (5%) of the total Offer. 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 Payment Bond.

4.10.1 The Contractor shall provide a Payment Bond in an amount equal to $1,200,000 within 14 calendar days after notification of award. The Payment Bond serves as security for the faithful payment of all of 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 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.

4.10.2 The Payment Bond shall remain in effect throughout the term of the Contract, and shall be renewed for each respective extension.

4.11 Performance Bond.

4.11.1 The Contractor shall provide a Performance Bond in an amount equal to $1,200,000 within 14 calendar days after notification of award. The Performance Bond serves as security for the faithful performance of all of 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.

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

4.12 Pricing Requirements – Non-Specified Items.

4.12.1 The City may purchase additional related items that are available from the Contractor in various quantities. Pricing for these non-specified items will be calculated based on a percentage markup over Contractors cost as identified in the Price Sheet under the Non-Specified Parts Section.

4.12.2 Offeror shall propose a percentage markup to their cost.

4.12.2.1 The percentage markup shall be fixed throughout the term of the Contract and are not subject to increase. They shall also remain firm through subsequent renewal periods if the City and the Contractor choose to renew the Contract.

4.12.2.2 The Offeror may offer a different percentage discount or markup amount per manufacturer for any Non-Specified Part; however, parts within each manufacturer's product line shall be priced by taking the stated list price and applying that percentage discount or markup.

4.13 Hazardous Materials.

4.13.1 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.

4.13.2 Failure to submit the SDS as part of the Offer may subject the Offer to disqualification from consideration for award.

4.13.3 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 Purchasing Office Response to Solicitation: RFP 1100 DTB3007 P.O. Box 1088 Austin, Texas 78767-8845	City of Austin, Municipal Building Purchasing Office Response to Solicitation: RFP 1100 DTB3007 124 W 8th 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.

5.4 The City at its discretion may check references to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation.

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 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.

10.2 Minimum Qualification. Offeror must have been in business for five (5) consecutive years within the past five (5) years. Offerors that do not meet the minimum experience requirement will be deemed non-responsive.

10.2.1 Describe how you meet the minimum qualification.

10.3 Project Concept and Strategy / Sample Work Project.

Project Concept and Strategy

10.3.1 List factors used to determine crew and equipment used for each assignment.

10.3.2 Describe how Quality Control is maintained on an assignment-based contract.

10.3.3 List the minimum requirements of Personal Protection Equipment and Safety equipment required for each assignment.

10.3.4 Detail your company's Project Management Structure:

10.3.4.1 Describe how the organization will monitor the work to ensure completion in a safe and timely manner.

10.3.4.2 Detail how the makeup of the crew is decided for various work assignments.

10.3.4.3 Provide your policy on how overtime is determined.

10.3.4.4 Provide an organizational chart showing work responsibilities and communication pathways between the proposer and subcontractors (if applicable) as well as Austin Energy.

Sample Work Project

10.3.5 List the number of each personnel title(s) with experience and certifications you are most likely to assign to the sample projects. Provide a rate sheet for all labor categories.

10.3.6 List of equipment, materials, and tools needed for this type of job.

10.3.7 Amount of time to complete each sample project.

10.3.8 What safety protocols are required and enforced by your company.

10.3.9 Activities (if any) needed to be done by Austin Energy not able to be supported by your company.

10.4 Relevant Company Experience & Qualifications

10.4.1 Offeror shall provide a list of at least five (5) customer references and a description of the work provided to the customers within the past five (5) years on the reference sheet. Emphasis should be placed on specific work associated with Relay services. Provide a current name, email address and phone number for each reference.

10.4.2 Provide names and brief bios for individuals who will provide services under the resulting contract. Include information such as experience, certifications and licenses for each individual.

10.5 Price Proposal – Whichever Offeror offers the City the most competitive price will be awarded the maximum amount of points. Remaining points will be distributed on a pro-rated basis. Pricing will be evaluated on the total for both sample projects.

10.5.1 Provide pricing for each sample project. Include a clear breakdown of all line items in the price proposal, including labor categories, labor rates and number of hours; equipment; parts; or other items needed to complete each project.

10.6 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.

10.7 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**
Project Concept and Strategy / Sample Work Project	34
Relevant Company Experience	19

<table>
<tr><td></td><td></td></tr>
<tr><td colspan="2">Price Proposal</td><td>34</td></tr>
<tr><td colspan="2">Local Business Presence
<table><tr><th>Team's Local Business Presence</th><th>Points Awarded</th></tr><tr><td>Local business presence of 90% to 100%</td><td>10</td></tr><tr><td>Local business presence of 75% to 89%</td><td>8</td></tr><tr><td>Local business presence of 50% to 74%</td><td>6</td></tr><tr><td>Local business presence of 25% to 49%</td><td>4</td></tr><tr><td>Local presence of between 1 and 24%</td><td>2</td></tr><tr><td>No local presence</td><td>0</td></tr></table></td><td>10</td></tr>
<tr><td colspan="2">Service-Disabled Veteran Business Enterprise</td><td>3</td></tr>
<tr><td colspan="2">Total</td><td>100</td></tr>
</table>

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.

CITY OF AUSTIN
TERMS AND CONDITIONS

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, 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 of 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.

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 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 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:

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.

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.

1.15 FRAUD:

Fraudulent Statements by the Contractor on any Offer or in any report or Deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

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:
   i. "INDEMNIFIED PARTY" IS THE CITY AND THE CITY'S OFFICERS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS.
   (1) "INDEMNIFYING PARTY" IS THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS.
   (2) 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:
   ii. BREACH OR NON-FULFILLMENT OF ANY PROVISION OF THIS CONTRACT BY THE INDEMNIFYING PARTY;
   iii. 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;
   iv. 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;
   v. 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 THE NEGLIGENT OR MORE CULPABLE ACTS OR OMISSIONS OF INDEMNIFYING PARTY, INCLUDING ANY RECKLESS OR WILLFUL MISCONDUCT; OR
   vi. 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 INDEMNIFYING PARTY'S OBLIGATIONS UNDER THIS SECTION ARE NOT EXCUSED IN THE EVENT A CLAIM IS CAUSED IN PART BY THE ALLEGED NEGLIGENCE OR MORE CULPABLE ACTS OR OMISSIONS OF THE INDEMNIFIED PARTY, INCLUDING ANY RECKLESS OR WILLFUL MISCONDUCT.***

C. 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.

D. THE INDEMNIFIED PARTY MAY SELECT ITS OWN LEGAL COUNSEL TO REPRESENT ITS INTERESTS. THE INDEMNIFYING PARTY SHALL:
   i. REIMBURSE THE INDEMNIFIED PARTY FOR ITS 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.

E. 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.

F. 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 Contractor may be granted access to certain of the City's or licensor's confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which City or its licensors consider confidential) (Confidential Information) to provide the Deliverables to the City. The Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and its licensors. The Contractor (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 City, 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 or other governmental authority (including a Texas Attorney General opinion) with proper jurisdiction. In all cases, the Contractor agrees to promptly notify the City before disclosing Confidential Information to permit the City reasonable time to seek an appropriate protective Order. The Contractor agrees to use protective measures no less stringent than the Contractor uses in its business to protect its own most valuable information. In all circumstances, the Contractor's protective measures must be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

A. Confidential information includes, but is not limited to, all information regarding commercial data, customer information, financial data and projections, pricing proposals, and cost analyses, whether in tangible form or orally or visually conveyed to, or acquired by, the Contractor in the course of its work under the Contract. Confidential Information may be in any medium and may be written or oral.

B. The Contractor agrees: (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, (iii) to promptly notify City 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 City reasonable time to seek an appropriate protective Order, and (iv) to use measures to protect the Confidential Information that are no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

C. All Confidential Information and derivations thereof shall remain the sole and exclusive property of City, and no license or other right to the Confidential Information or intellectual property is granted or implied hereby. Upon the written request of City, the Contractor shall promptly return to City all tangible items of Confidential Information furnished by City and all copies thereof or certify in writing that all Confidential Information, including all copies, has been destroyed.

D. No expiration or termination of the Contract shall affect either party's rights or obligations with respect to Confidential Information.

E. 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.
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 shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

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.

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:

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 can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

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 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:

The following holidays are observed by the City:

Holiday	Date Observed
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24

Christmas Day	December 25

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

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.

1.38 NON-DEBARMENT CERTIFICATION:

When using Federal funds, the City of Austin does not Contract with or make prime or sub-awards to parties that are debarred or whose principals are debarred from Federal Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs. The Contractor shall notify the Procurement Specialist within five business days if they become debarred from doing business with the Federal Government during the term of the Contract.

1.39 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.

1.40 MANDATORY ANTI-ISRAEL BOYCOTT PROVISION:

Pursuant to Amawi v. Pflugerville Independent School District, 373 F.Supp.3d 717 (W.D. Texas 2019), the State of Texas is preliminarily enjoined from enforcing this provision. However, if that injunction is lifted, this provision may apply to the Contract:

Pursuant to Texas Government Code §2271.002, the City is prohibited from contracting with any "company" for goods or services unless the following verification is included in this Contract.

A. For the purposes of this Section only, the terms "company" and "boycott Israel" have the meaning assigned by Texas Government Code §2271.001.

B. If the Contractor qualifies as a "company", then the Contractor verifies that he:

i. does not "boycott Israel"; and

ii. will not "boycott Israel" during the term of this Contract.

C. The Contractor's obligations under this Section, if any exist, will automatically cease or be reduced to the extent that the requirements of Texas Government Code Chapter 2271 are subsequently repealed, reduced, or declared unenforceable or invalid in whole or in part by any court or tribunal of competent jurisdiction or by the Texas Attorney General, without any further impact on the validity or continuity of this Contract.

1.41 PROHIBITION ON LGBTQ+ CONVERSION THERAPY:

The Contractor certifies that it is aware of City Council Resolution No. 20191114-056, which prohibits the City from Contracting with entities that engage in certain practices related to conversion therapy. By accepting this Contract, the Contractor agrees that: (1) its firm and its principals are not currently and will not during the term of the Contract engage in practicing LGBTQ+ conversion therapy; referring persons to a healthcare provider or other person or organization for LGBTQ+ conversion therapy; or Contracting with another entity to conduct LGBTQ+ conversion therapy; and (2) if the City determines in its sole discretion that Contractor has during the term of this Contract engaged in any such practices, the City may terminate this Contract without penalty to the City.

1.42 SUBCONTRACTORS:

A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or Subcontractor Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Subcontractor Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager no later than the 10th calendar day of each month.

B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written Contract between the Contractor and Subcontractor. The terms of the Subcontract may not conflict with the terms of the Contract and shall contain provisions that.

i. Require that all Deliverables and services to be provided by the Subcontractor be provided in strict accordance with the provisions, Specifications and terms of the Contract;

ii. Prohibit the Subcontractor from further Subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such

further Subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

iii. Require Subcontractors to submit all Invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its Invoice or application for payment to the City in accordance with the terms of the Contract;

iv. Require that all Subcontractors obtain and maintain, throughout the term of their Contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

v. Require that the Subcontractor follow terms as defined in section, AUDITS AND RECORDS and City Code Chapter 2-11

C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any Contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than 10 calendar days after receipt of payment from the City.

1.43 LIQUIDATED DAMAGES:

Time is of the essence in the performance of the Contract; therefore, the Contractor shall strictly adhere to the Contract delivery schedule. No changes in the delivery schedule shall be effective unless in writing executed by both the City and the Contractor. The parties agree that if, due to no fault of the City, delivery of any material or performance of any service is delayed beyond the time specified in the Contract, the actual damages sustained by the City because of such delay will be uncertain and difficult to determine, and that the reasonable foreseeable damage incurred by the City is hereby stipulated to be $1,500 per calendar day. The parties intend that the liquidated damages constitute compensation, and not a penalty. The Contractor therefore agrees to pay, and the City agrees to accept, as liquidated damages, the sum of $1,500 per calendar day for each calendar day of delay.

1.44 NON-SPECIFIED ITEMS:

The City may purchase additional related items that are available from the Contractor. Pricing for these non-specified items will be calculated based on a percentage markup over Contractors cost, percentage discount of list price or as otherwise identified in the Price Sheet under the Non-Specified Items Section. The percentage markup or discount shall be fixed throughout the term of the Contract and are not subject to increase. They shall also remain firm through subsequent Contract extension options. The City may request additional information from the Contractor to substantiate the percentage markup or discount prior to placing an order.

1.45 ECONOMIC PRICE ADJUSTMENT:

A. **Price Adjustments**: Prices shown in this Contract shall remain firm for the first 12 months of calendar days/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. 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 as indicated in the Contract amendment 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.

(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.

Weight % or $ of Base Price: 100%	
Database Name: Employment Cost Index	
Series ID: CIU2020000000000I	
☒ Not Seasonally Adjusted	☐ Seasonally Adjusted
Geographical Area: National	
Description of Series ID: Wages and salaries for Private industry workers in All industries and occupations, Index	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: Labor	

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

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

Index at time of calculation

Divided by index on Solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

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

1.46 MONTHLY SUBCONTRACT AWARDS AND EXPENDITURES REPORT:
(applicable when an MBE/WBE Compliance Plan is required)

The Contractor must submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager specified herein no later than the tenth calendar day of each month.

1.47 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.

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;

b. 30 Day's Notice of Cancellation, Endorsement CG 0205, or equivalent coverage;
c. The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage**.**

iii. **Business Automobile Liability Insurance**: Coverage f or 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.

(1) 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**.**

iv. **Property Insurance**: The Contractor shall provide All Risk (Special Form) Property coverage including, but not limited to, fire, wind, hail, theft, vandalism, and malicious mischief for all real and personal property owned by the City and in the care, custody, and control of the Contractor. Property insurance limit will be equal to the value of the Austin Energy's property in Contractor's care, custody and control, subject to a minimum insurance value of $300,000. The City shall be added to the property policy as a Loss Payee as their interest may appear.

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.

1.48 BONDS:

A. **PAYMENT BOND:**

i. The Contractor shall provide a Payment Bond in an amount equal to $1,200,000 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 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 equal to $1,200,000 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.

ii. 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.

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 Solicitation, 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 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.

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

2.5 OWNERSHIP AND USE OF DELIVERABLES:

The City shall own all rights, titles, and interests throughout the world in and to the Deliverables, except as stated below.

A. **Patents**: As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.

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

C. **Additional Assignments**: The Contractor further agrees to, and if applicable, cause each of its employees to execute, acknowledge, and deliver all applications, Specifications, oaths, assignments,

and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns, and nominees, the sole and exclusive right, title, and interest in and to the Deliverables, The Contractor's obligations to execute acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Clause shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should arise to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph above

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.

3.1 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.

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. 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 $15.00 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 living wage equal to or greater than $15.00 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").
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 hall provide the City a Certified Criminal Background Report affirming that Contractor has conducted required security screening of Contractor's personnel to determine those appropriate for execution of the work and for presence on the City's property. A list of all Contractor Personnel requiring access to the City's site shall be attached to the affidavit.

E. Upon receipt by the City of Contractor's affidavit described in (D) above and the list of the Contractor's personnel, the City will provide each of Contractor's personnel a City-issued Contractor ID badge that 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. 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.

I. Contractor shall retain the reports and make them available for audit by the City during regular business hours

CITY OF AUSTIN PURCHASING OFFICE
SCOPE OF WORK
RELAY SERVICES

1.0 PURPOSE

The Contractor shall provide all aspects of relay services for substations, power plants, transmission and distribution systems.

If there are multiple contractors providing these services, Austin Energy intends to assign all jobs $25,000 and below to the contractor whose proposal scored highest. Jobs above $25,000 will be sent to all contractors for quote, and Austin Energy will assign to the contractor that best meets its needs.

2.0 BACKGROUND

Austin Energy's service area includes 300+ distribution circuits spanning approximately 437 square miles. Austin Energy owns, develops, and maintains 78+ substations throughout its service area and surrounding counties.

3.0 TERM OF CONTRACT

The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for 36 months, with two (2) 12-Month extension options, or the City terminates the contract.

4.0 SCOPE

4.1 Services

The work or services performed by the Contractor under this agreement include, but are not limited to:

- **4.1.1** Receive, load, transport, and unload Austin Energy materials in a safe and efficient manner.
- **4.1.2** Install and remove fiber optic cable and inner-duct within control houses and out to individual equipment as instructed.
- **4.1.3** Assemble, install, disassemble, uninstall, transport, and dispose of existing relay panels, battery chargers, battery racks, AC/DC panels, and other material as needed.
- **4.1.4** Install and wire SCADA remote terminal units and SEL-3530 RTACs.
- **4.1.5** Perform equipment, system, station, transmission and distribution commissioning, testing and startup to full energization using forms and testing procedures accepted by Austin Energy. Test results (i.e. Doble, CT Ratio, RTS Enoserv, Primary and Secondary Current Injection, Commissioning Forms) shall be provided in a report format acceptable to Austin Energy.
- **4.1.6** Conduct substation, power plant, transmission and distribution relay system and equipment maintenance and testing.
- **4.1.7** Perform other tasks associated with relay work as may be deemed necessary to services for substation, power plant, transmission and distribution improvement activities.

4.2 Contractor responsibilities

The Contractor shall:

- **4.2.1** Perform services as authorized by Austin Energy and may be required to mobilize on short notice from Austin Energy. The Contractor shall comply with Austin Energy requirements in performing this contract. Quick response time and speedy execution of service is of the essence during periods of routine and emergency work.
- **4.2.2** Report to a designated site or reporting location within two (2) hours with all tools and equipment necessary to respond to an emergency situation as reported by Austin Energy.
- **4.2.3** Be ready to perform assigned work in all areas within 15 days of Contract execution, unless otherwise agreed to by Austin Energy.
- **4.2.4** Promptly pay for all materials, equipment and labor used in the work or project. Contractor will maintain the materials and equipment incorporated into the project free and clear of liens.

4.2.5 Provide Austin Energy with Affidavits stating that all invoices for labor, equipment, services, and materials have been paid in full upon completion of projects, or at Austin Energy's request. Contractor will provide all requested supporting documentation for expenses incurred in the performance of the work.

4.2.6 Abide by Confined Space Entry safety guidelines:

4.2.6.1 All Contractor entries into confined spaces shall be performed under the guidelines of the Contractor's confined space program in strict accordance with OSHA 1910.146 Confined Space Standard, which shall include, but not be limited to: (a) all required personnel training, (b) confined space monitoring and evaluation, (c) entry tag system, (d) personnel protective equipment required by confined space conditions. All entries will be coordinated in advance of entry with Austin Energy's Project Manager.

4.2.7 Abide by De-energizing of Electrical Equipment guidelines:

4.2.7.1 Contractor shall coordinate with Austin Energy for Lock-out/Tag-out of equipment. De-energizing of major equipment may require advance planning and scheduling with Austin Energy Control Center (ECC) personnel to assure stability of the Austin Energy electrical grid.

4.2.8 Conduct daily safety and job briefings at the site before starting work.

4.2.9 Abide by the most current Austin Energy Contractor Work Requirements for each plant. It is the Contractor's responsibility to verify compliance with the current version of the document.

4.2.10 Contractor shall make available skilled, knowledgeable staff to provide the trades required to complete the work assignment. A journeyman level technician is required at a minimum and any crews four or more, the makeup of the crew shall be approved by Austin Energy.

4.2.11 Ensure all labor, tools, equipment, machinery, and safety equipment necessary for the execution and completion of the work included in this Contract, is accessible to the personnel assigned to complete the work assignment. Hand tools as required to perform the work and first aid supplies shall be part of the standard equipment.

4.2.12 Be responsible for storage and maintenance of craft tools and expendables:

4.2.12.1 Small tools or equipment which are normally required to complete the tasks assigned to the Contractor shall be included in the unit prices provided or in the hourly rates as applicable. Contractor shall provide quantities of small tools and equipment suitable to expediently complete the tasks assigned to the Contractor, including but not limited to:

4.2.12.1.1 Portable generator or temporary power source.

4.2.12.1.2 Set of primary phasing and metering sticks.

4.2.12.1.3 Communications Test Set

4.2.12.1.4 Relay Test Set.

4.2.12.1.5 Primary Current Injection Box.

4.3 Billable Tools and Equipment

4.3.1 Typical equipment to be provided by the Contractor and billable under the terms of the Contract if required may include, but not be limited to, the following:

4.3.1.1 Truck.

4.3.1.2 Trailer for hauling material.

5.0 AUSTIN ENERGY FURNISHED MATERIAL

Unless special provisions are made, Austin Energy shall furnish all materials and hardware including but not limited to mounting hardware, control cable, inner-duct, relays, breakers, electrical equipment and or components, and any associated miscellaneous hardware. Austin Energy shall provide only the correct amount of materials necessary for the permanent installation of required facilities. The Contractor shall furnish all required labor, equipment, and temporary materials to provide for a complete project, ready to be put into use, in accordance with the drawings and specifications.

Austin Energy shall not furnish Contractor or any of its employees with tools, safety equipment or devices of any nature, "cleaning" or "lubricating" chemicals, rags, personal use items, or any other material or equipment.

5.1 Materials furnished by Austin Energy will be picked up by the Contractor or made available to the Contractor at locations designated by Austin Energy within Austin Energy's service territory. In general, Austin Energy will set material aside for, specific projects, or jobs, in designated areas in Austin Energy Facilities:

The Contractor Shall

5.1.1 Accept/return the materials at locations within Austin Energy's service territory. Additional locations may be included in the future:

Location/Facility Name:	Kramer Lane Service Center
Austin Energy Contact	Josue.Claudio@austinenergy.com
Address:	2526 Kramer Lane, Austin, TX 78758
Days/Hours of Operation:	M-Th 7:00 a.m. to 3:30 p.m.

5.1.2 Visually check and/or test materials to satisfy themselves that the materials delivered are in good condition and the quantities are correct. Any discrepancies shall be communicated in writing to Austin Energy for resolution.

5.1.3 Immediately reject and provide a written notice on any materials, which do not meet specifications, or are broken or damaged. These materials shall be returned unused to Austin Energy.

5.1.4 Load, unload, haul, distribute, and store all materials furnished by Austin Energy.

5.2 Acceptance of Material by the Contractor

5.2.1 After the materials are accepted as specified above, the Contractor shall become solely responsible for their care, storage, and protection. In the event the materials are damaged, lost, stolen, or destroyed by any cause whatsoever after the Contractor has received them; their repair or replacement shall be entirely at the Contractor's expense. Should any bundling error or mis-fabricated Austin Energy furnished materials be the cause for a delay that interferes with the Contractor's work, then the Contractor may be allowed an equitable extension of time to the project schedule.

5.2.2 This extension shall not entitle the Contractor to any additional compensation for such delays, except if a lack of Austin Energy furnished material necessitates a complete shutdown of all operations, actual move-out and move-in upon restarting of the project. Contractor's cost without markup will be allowed as additional compensation to the Contractor at Austin Energy's sole discretion. However, it shall be the responsibility of the Contractor to schedule the work activities to mitigate or minimize the effect of delayed Austin Energy furnished material delivery.

5.3 Material Damage, Loss, or Excess:

5.3.1 Austin Energy will allow Contractor up to two percent (2%) excess on breakable items and other items that require a margin for error, such as control cable/conductor/wire. Any breakage or usage in excess of this limit shall be at the Contractor's expense. All other items will be issued in quantities for the specific project only with no excess.

5.3.2 When directed by Austin Energy or after the project is complete and accepted, the Contractor shall return excess and/or damaged Austin Energy furnished materials to the Austin Energy's storage yard and stack as directed by Austin Energy. All transporting of materials shall be in accordance with all Federal, State, and local laws, rules and regulations applying thereto.

5.3.3 All materials and wire removed from service, whether deemed reusable or scrap, remain the property of Austin Energy. The Austin Energy Project Manager or his/ her designee shall determine the status of material, equipment, wire, etc. removed by the Contractor. Reusable materials shall be broken down into the smallest standard components and kept separate from junk material until it is checked and returned to Austin Energy. Reusable wire shall be kept neatly coiled or on reels until returned to Austin Energy. Junk material and wire shall be returned to Austin Energy for salvage by Austin Energy.

5.4 Material Storage

5.4.1 After material is issued to Contractor, all material and equipment shall be stored such that it is protected from damage, degradation by the elements, theft, breakage, and in an organized fashion. If outdoor storage cannot be avoided, the material and equipment shall be stacked on supports above ground level and protected from the elements to the fullest extent possible.

6.0 ACCEPTANCE OF WORK

6.1 Acceptance or approval by Austin Energy of Contractor's work shall not constitute nor be deemed a release of the responsibilities and liability of the Contractor for the accuracy, completeness, and competency of the Contractor's work hereunder. No approval or acceptance by or on behalf of Austin Energy shall be deemed to be an assumption of such responsibility by Austin Energy for any defective, erroneous, incomplete, or substandard work of Contractor.

7.0 SAFETY

7.1 Safety and timeliness are critical components of the work. If Contractor's personnel are found to be working in a questionable manner concerning safety, the project will be stopped until the safety deficiency is corrected, and no additional time will be allowed for the project.

7.2 Contractor shall ensure all personnel under their supervision shall wear fire resistant clothing in accordance with Austin Energy policy.

7.3 Contractor shall ensure that each crew has the appropriate personal protective equipment and safety equipment which shall include a first aid kit and fire extinguisher.

8.0 AUTHORIZED WORK RELEASE REQUIREMENTS

8.1 Properly approved Purchase Orders are required for all work issued unless an emergency is declared by Austin Energy and communicated to the Contractor in a written statement and acknowledged by the Contractor that work will be done without an approved Purchase Order until one has been issued. Purchase Orders are valid and authorized if they contain:

8.1.1 Written request from Austin Energy's Project Manager or their designee for Quotes for Services to be performed.

8.1.2 Written quote received from the Contractor with a defined work scope, schedule, and cost for the services requested which indicates acceptance of the project and an intention to perform the work.

8.1.3 Written authorization (Purchase Order) to proceed

8.2 Changes in scope of work for Work Releases after initial acceptance of work by the Contractor shall be documented and authorized in the same manner as the original work scope. A new purchase release form shall be completed that describes the required modification in the current scope of work and includes a quotation for the work. The revised order shall be numbered with the original purchase release number to allow the total cost of the authorized work to be tracked. No work whose estimated cost during implementation exceeds the original, authorized not-to-exceed amount will proceed further until a written revised order is received from Austin Energy.

8.3 Any changes in the scope of work will be considered new work and be performed under a different Purchase order. The same process will be followed as any new work requested by Austin Energy.

9.0 RIGHT OF ACCESS AND INSPECTION

9.1 Austin Energy shall have the continuing right to enter the worksite at any time to inspect, observe, or test any aspect of the work. Austin Energy exercising its rights of access and inspection shall not relieve Contractor of its duty, as an independent Contractor, to properly perform and functionally complete the work in accordance with specifications and the terms of this contract, nor shall it render Austin Energy responsible or liable for any acts, errors, omissions or negligence of the Contractor or its subcontractors, employees or agents.

9.2 The Contractor shall provide Austin Energy's personnel with every reasonable accommodation to enable them to determine if the work is being performed in accordance with specifications and the terms of this contract upon Austin Energy's request prior to final acceptance of the work, Contractor agrees to leave accessible or uncovered, or to remove or uncover, portions of finished work for inspection as directed. After inspection, Contractor shall restore that portion of the work in accordance with specifications. If such inspection showed that portion of the work to be defective, non-conforming, or incomplete, any additional

costs to uncover, restore or correct the work shall be borne by the Contractor; if that portion of the work was not defective, non-conforming, or incomplete, then such additional costs shall be borne by Austin Energy.

10.0 PROGRESS REPORTS

10.1 For work releases lasting 30 days or longer and at completion of the project, the Contractor shall submit monthly progress reports to Austin Energy's Project Manager and Contract Monitor. The reports shall describe significant achievements and any potential delays or problems, which may affect the approved schedule or cost. They should be sufficiently detailed to provide a clear and concise representation of the work performed or being performed.

10.2 Contractor shall submit a detailed Final Report to the Austin Energy no later than thirty (30) days after completion of the job. The Final Report shall include, but not limited to field inspections and observations; shop inspections and test results; parts and materials used; and a complete summary of work performed.

10.3 Reports shall also include color photos of abnormal component conditions or failures found during inspections, and final assembly measurements, clearances, and relevant drawings. Contractor shall provide equipment, product, and labor warranties to Austin Energy at the time of Final Report submission.

10.4 Reports shall be in electronic format and submitted to personnel as stated in the work proposal as requested by Austin Energy.

11.0 DESIGNATION OF KEY PERSONNEL

The City and 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, Contractor shall promptly notify the City and obtain approval for the replacement. Such approval shall not be unreasonably withheld. Contractor's and City's key personnel are identified as follows:

	NAME	EMAIL ADDRESS
City Contract Monitor	Craig Easley	Anthony.Easley@austinenergy.com
Austin Energy Project Manager/Contract Manager	Richard Smith	Richard.Smith@austinenergy.com
City Contract Administrator, Procurement Specialist	DeJuan Brown	DeJuan.Brown@austintexas.gov

12.0 INVOICE AND PAYMENT ADDRESS

12.1 Contractor shall itemize invoices based on approved contracted rates.

12.2 Austin Energy shall compensate the Contractor based on a total not- to-exceed basis as specified for each authorized work release. Contractor shall commence work only after receipt of a properly approved Purchase Order from Austin Energy. If Contractor elects to initiate work prior to receiving an approved Purchase Order, such work is performed and invoiced at Contractor's risk. Austin Energy is under no obligation to pay for unauthorized work.

12.3 For work releases, Austin Energy shall pay no more than the labor /equipment rates as provided for in the contract. Personnel, equipment, or other craft categories utilized by the Contractor but not included in shall not be billed unless amended into the contract prior to work commencement.

12.4 Terms and conditions for authorized expenses governing the Contractor shall also apply to Subcontractors.

12.5 The City's preference is to have invoices emailed to Richard.Smith@austinenergy.com; or mailed to the below address:

City of Austin	
Department	Austin Energy
Attn:	Richard Smith
Address	2526 Kramer Lane

City, State, Zip Code	Austin, TX. 78758

13.0 REFERENCE CODES AND STANDARDS

13.1 Although some of these reference codes and standards may not apply to municipally owned power generation facilities, the Contractor shall perform the work in accordance with recognized industry practices as found in these documents and applicable codes. The list identifies some of the more commonly used sections but is not inclusive of all applicable codes that may need applied:

13.1.1 ANSI / AWS

13.1.2 ASME

13.1.3 OSHA

13.1.3.1 OSHA Standard 29CFR, Part 1910.269- Electric Power Generation, Transmission, and Distribution.

13.1.4 NFPA

13.1.4.1 NFPA 101- Life Safety Code

13.1.4.2 NFPA 10 - Standard for Portable Fire Extinguishers

13.1.4.3 NFPA 17 - Standard for Dry Chemical Extinguishing Systems

13.1.4.4 NFPA 70 - National Electrical Code (NEG)

13.1.4.5 NFPA 70E - Standard for Electrical Safety in the Workplace

Offer and Certifications

Solicitation No.
RFP 1100 DTB3007

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OFFER CERTIFICATION

Instructions. Offerors shall complete and sign the Offer Certification section of this section as indicated. Offerors shall not complete any portions of the Acceptance section below. Submittals with incomplete and/or unsigned Offer Certification are not considered to be Offers and will be rejected as nonresponsive.

Company Name: **Power Grid Engineering, LLC**

Company Address: **100 Colonial Center Parkway, Suite 400**

City, State, Zip: **Lake Mary, FL 32746**

Company's Austin Finance Online Vendor Registration No. **V00000920324**

Company's Officer or Authorized Representative: **Marilyn Ramirez**

Title of Officer or Authorized Representative: **Business Development Manager**

Email: **sales@powergridmail.com**

Offeror's Phone: **770-401-8097**

Offeror's Signature: 

Date: **9/14/2021**

OFFER: The above signed, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Offeror, by submitting and signing below, acknowledges that he/she has received and read the entire document packet including all revisions, and addenda and agrees to be bound by the terms therein.

ACCEPTANCE BY THE CITY

For City Staff only. The City will complete and sign this section only if the City accepts the Offer.

Contract Number: MA 1100 NA220000089

Printed Name of City's Authorized Procurement Staff: DEJUAN BROWN

Title of City's Authorized Procurement Staff: PROCUREMENT SPECIALIST III

Signature: _____ Date: _____

Email: DEJUAN.BROWN@AUSTINTEXAS.GOV Phone: 512-322-6472

ACCEPTANCE: The Offer is hereby accepted. Contractor is now bound to sell the materials or services specified in the Contract.

NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

Instruction. Offerors shall read and acknowledge this certification by checking the box below. Offerors that do not check the box below indicating their compliance with this certification shall be determined nonresponsive.

☒ (Check)

OFFEROR HEREBY CERTIFIES
Offeror has read the following and will comply with Austin City Code, Sec. 5-4-2.

1. Not to engage in any discriminatory employment practice defined in this chapter;

2. To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment;

3. To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.

4. To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.

5. To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.

6. To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.

7. To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of $2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter.

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

MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICY

1. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations. The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

2. 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.

3. Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their compliant, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

4. Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and nonretaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

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

6. Contractor agrees that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

7. The Contractor agrees that this Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filling. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

SUSPENSION AND DEBARMENT CERTIFICATION

Instruction. Offerors shall read and acknowledge this certification by checking the box below. Offerors that do not check the box below indicating their compliance with this certification shall be determined nonresponsive.

☒ (Check)

OFFEROR HEREBY CERTIFIES
Offeror has **NOT** been debarred from contracting with the City of Austin, any other local governments or states, or the US federal government.

Suspended or Debarred Offerors. The City finds that offerors, including any subcontractors that may be included in the Offer, that are suspended or debarred from contracting with the US federal government, any state or local government, as of the submission date of their offer, are not sufficiently responsible to contract with the City. The City may reject and set aside any offer, or terminate for cause any contract resulting from an offer, in which the offeror falsely certified they were not suspended or debarred when in fact they were.

NON-COLLUSION AND NON-CONFLICT OF INTEREST CERTIFICATION

Instruction. Offerors shall read and acknowledge this certification by checking the box below. Offerors that do not check the box below indicating their compliance with this certification shall be determined nonresponsive.

☒ (Check)

OFFEROR HEREBY CERTIFIES
Offeror has **NOT** engaged in collusion and is not aware of any conflicts of interests as described below.

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

Anti-Collusion Statement. Offeror has not in any way directly or indirectly:

a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.

b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.

Preparation of Solicitation and Contract Documents. Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

Participation in Decision Making Process. Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract no individual, agent, representative, consultant, subcontractor, or sub-consultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

Present Knowledge. Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.

City Code. As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.

Chapter 176 Conflict of Interest Disclosure. In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:

a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income; Section 0810, Non-Collusion, 1 Revised 12/22/15 Non-Conflict of Interest, and Anti-Lobbying Certification;

b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than $100 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that City is considering doing business with the Offeror; and

c. does not have a family relationship with a local government officer of the City in the third degree of consanguinity or the second degree of affinity.

ANTI-LOBBYING CERTIFICATION

Instruction. Offerors shall read and acknowledge this certification by checking the box below. Offerors that do not check the box below indicating their compliance with this certification shall be determined nonresponsive.

☒ (Check)

OFFEROR HEREBY CERTIFIES
Offeror has and will continue to comply with the City's Anti-Lobbying Ordinance, Chapter 2-7, Article 6.

Applicability. This Solicitation is subject to City Code, Ch. 2-7, Article 6, Anti-Lobbying and Procurement.

No Lobbying Period. The No-Lobbying Period begins on the data this Solicitation was initially published and continues through the earlier of (i) 60-days following Council authorization of any contracts resulting from this Solicitation, (ii) the date the last resulting contract is signed, (iii) the date this Solicitation is cancelled.

Prohibited Communications. During the No Lobbying Period, Respondents to this Solicitation or their Agents, shall not make prohibited communications to City officials or City employees.

Ordinance. https://www.austintexas.gov/financeonline/afo_content.cfm?s=15&p=145

Rules. https://www.austintexas.gov/financeonline/afo_content.cfm?s=16&p=77

NONRESIDENT BIDDER AND MANUFACTURING CERTIFICATION

Instruction. Offerors shall read and checking the applicable boxes in response to both certifications below.

☒ **YES** ☐ **NO**
(Check One)

OFFEROR HEREBY CERTIFIES
Offeror **IS (YES)** or **IS NOT (NO)** a Nonresident Bidder in accordance with Texas Government Code Ch. 2252.002.

If "Yes" is checked, provide the name of the state where Nonresident Bidder's Principle Place of Business is located.

Florida
(State)

☐ **YES** ☒ **NO**
(Check One)

OFFEROR HEREBY CERTIFIES
Offer **INCLUDES (YES)** or **DOES NOT INCLUDE (NO)** Equipment, Supplies and/or Materials in accordance with Texas Government Code Ch. 2252.002

If "YES" is checked, provide the name of the State where majority of the Equipment, Supplies and/or Materials were manufactured

Click or tap here to enter text.
(State)

Reciprocal Preference. In accordance with Texas Government Code Ch. 2252.002 (see below), the City must apply a reciprocal preference to a Nonresident Bidder's offer, consistent with the applicable preference granted by the state of the Nonresident Bidder's principal place of business. The City will also apply a reciprocal preference to a Resident Bidder or Nonresident Bidder's offer, consistent with the applicable preference granted by the state where the majority of the equipment, supplies and/or materials were manufactured.

Resident bidder. An Offeror whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

Nonresident Bidder. An Offeror that is not a Resident Bidder.

Statute: https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2252.htm

LOCAL PRESENCE CERTIFICATION – OPTIONAL

Instruction. Offerors wishing to claim Local Presence shall read and acknowledge this certification by checking the applicable box and providing the physical address below.

OFFEROR HEREBY CERTIFIES
Offeror's **HEADQUARTERS** or a **BRANCH OFFICE** is within the Austin Corporate City Limits.

☐ **HEADQUARTERS**
☐ **BRANCH OFFICE**
(Check One)

Offeror's Physical Address.
(Physical Address of Offeror's Headquarters or Branch Office)

Do you employ anyone at the location checked above who is a resident of the City of Austin?

☐ **Yes**
☐ **No**
(Check One)

Benefit to the City. In accordance with Resolution, 20140807-113, Council has determined that contracts awarded to local companies that provide employment to Austin residents is an economic benefit.

Local Presence. Offerors may claim Local Presence if at least one (1) of the following are located within the Austin Corporate City Limits, employing residents of Austin.
1. Headquarters; or
2. Branch office.

Austin Corporate City Limits. The City of Austin's Full Purpose Jurisdiction, not including the City's Extraterritorial Jurisdiction.

Headquarters. The Offeror's administrative center where most of the company's important functions and full responsibility for managing and coordinating the business activities of the firm are located.

Branch Office. A company office other than the Offeror's headquarters, that has been in place for at least five (5) years.

SUBCONTRACTING UTILIZATION FORM

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

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

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

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

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

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

Offeror Information			
Company Name	Power Grid Engineering, LLC		
City Vendor ID Code	V00000920324		
Physical Address	100 Colonial Center Parkway, Suite 400		
City, State Zip	Lake Mary, FL		
Phone Number	321-244-0170	Email Address	sales@powergridmail.com
Is the Offeror City of Austin M/WBE certified?	☒ NO ☐ YES Indicate one: ☐ MBE ☐ WBE ☐ MBE/WBE Joint Venture		

Offeror Certification: I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed **Subcontracting/Sub-Consulting Utilization Form,** and if applicable my completed **Subcontracting/Sub-Consulting Utilization Plan**, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the **Request For Change** form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan,** it is a violation of the City's M/WBE

Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan,** it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form.

Marilyn Ramirez, Business Development Manager 9/14/2021

Name and Title of Authorized Representative (Print or Type) Signature/Date

SUBCONTRACTING UTILIZATION PLAN

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

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

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

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

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

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

STEP ONE: Contact SMBR for an availability list for the scope(s) of work you wish to subcontract;
STEP TWO: Perform Good Faith Efforts (Check List provided below);
STEP THREE: Offerors shall insert the name(s) of their certified or non-certified Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

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

GOOD FAITH EFFORTS CHECK LIST –

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

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

☐ **Contact M/WBE firms.** Offerors shall contact all of the M/WBE firms on the Availability List with a Significant Local Business Presence which is the Austin Metropolitan Statistical Area, to provide information on the proposed goods and services proposed to be subcontracted and give the Subcontractor the opportunity to respond on their interest

to bid on the proposed scope of work. When making the contacts, Offerors shall use at least two (2) of the following communication methods: email, fax, US mail or phone. Offerors shall give the contacted M/WBE firms at least seven days to respond with their interest. Offerors shall document all evidence of their contact(s) including: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

☐ **Follow up with responding M/WBE firms.** Offeror shall follow up with all M/WBE firms that respond to the Offeror's request. Offerors shall provide written evidence of their contact(s): emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

☐ **Advertise**. Offerors shall place an advertisement of the subcontracting opportunity in a local publication (i.e. newspaper, minority or women organizations, or electronic/social media). Offerors shall include a copy of their advertisement, including the name of the local publication and the date the advertisement was published.

☐ **Use a Community Organization.** Offerors shall solicit the services of a community organization(s); minority persons/women contractors'/trade group(s); local, state, and federal minority persons/women business assistance office(s); and other organizations to help solicit M/WBE firms. Offerors shall provide written evidence of their Proof of contact(s) include: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, organization contacted, phone number, email address and contact person.

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

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

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

SMBR Contact Information			
SMBR Contact Name	**Contact Date**	**Means of Contact**	**Reason for Contact**
		☐ Phone **OR** ☐ Email	

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

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

_____ _____

Reviewing Counselor Date

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

_____ _____

Director/Assistant Director or Designee Date

SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE

Offeror Name
[OFFEROR NAME]

Additional Solicitation Instructions.

1. ☒ By checking this box, Offeror states they are NOT a certified Service-Disabled Veteran Business Enterprise seeking to claim preference points under the City of Austin's SDVBE Program.

2. Offerors seeking to claim the Service-Disabled Veteran Business Enterprise (SDVBE) preference shall be certified **under one of the two following scenarios.** Offerors shall check one of the following boxes, input the data in the applicable table below and include this completed form in their Proposal.

   ☐ **HUB/SV**. Offeror is certified as a Service-Disabled Veteran (SV) Historically Underutilized Business (HUB) by the Texas State Comptroller of Public Accounts.

Texas State HUB/SV Certification	
13-Digit Vendor ID (VID)	
HUB/SV Issue Date	
HUB/SV Expiration Date	

   ☐ **HUB/OTHER + Federal SDVOSB**. Offeror is certified by the Texas State Comptroller of Public Accounts as a Historically Underutilized Business in a HUB Eligibility Category other than Service-Disabled Veteran (SV) AND is verified by the US Veterans Administration as a Service-Disabled Veteran-Owned Small Business (SDVOSB). **Texas HUB Eligibility Categories:** HUB/BL (Black), HUB/AS (Asian), HUB/HI (Hispanic), HUB/AI (Native American), or HUB/WO (Women Owned).

Texas State HUB/OTHER Certification	
13-Digit Vendor ID (VID)	
HUB Eligibility Category	
HUB Issue Date	
HUB Expiration Date	

Federal SDVOSB Verification	
9-Digit DUNS	
SDVOSB Issue Date	
SDVOSB Expiration Date	

3. Offeror Identity. The Offeror submitting the Proposal shall be the same entity that is certified by the Texas State Comptroller of Public Accounts, AND if applicable as verified by the US Veterans Administration.

4. Certification Status. Offeror's certification(s) must be active on or before the Solicitation's due date for Proposals and shall not expire prior to the award and execution of any resulting contract.

5. Confirmation of Certification(s). Upon receipt of this completed form, the City will confirm the Offeror's certification(s): State: https://mycpa.cpa.state.tx.us/tpasscmblsearch. Federal: https://www.vip.vetbiz.va.gov/ The City will direct any questions concerning an Offeror's State or Federal certification status to the Offeror's contact person as designated on the Offer Form of their Proposal.

6. Misrepresentation. If the City determines that the Offeror requesting this preference is not certified by the State or Federal government if applicable, the Offeror will not receive the preference points. If the City determines that this misrepresentation was intentional, the City may also find the Offeror not responsible and may report the Offeror to the Texas State Comptroller of Public Accounts or if applicable to the US Veterans Administration. If the misrepresentation is discovered after contract award, the City reserves the right to void the contract.

REFERENCE SHEET

Responding Company Name _Power Grid Engineering, LLC

How many years has your company provided goods and services of similar scope to this solicitation?

14 years

1. Company's Name Oncor

   Name and Title of Contact Casey Amundson, Commissioning Manager

   Project Name / Dates Relay Services Staff Augmentation – Ongoing

   Present Address 115 West 7th Street, Suite 705

   City, State, Zip Code Ft Worth, TX 76102

   Telephone Number 817-909-6861

   Email Address Jonathan.amundson@oncor.com

Description of the work provided: PGE provides ongoing Staff Augmentation Relay (and general) Testing and Commissioning services for Brownfield and Greenfield projects as assigned by Oncor representatives. Typical services include providing Lead level Commissioning services, Construction Oversite, Wiring Services and Project Management.

2. Company's Name NextEra Energy Resources, LLC

   Name and Title of Contact Konrad Flemk, Senior Project Manager

   Project Name / Dates Conecuh 230kV Switchyard – 2020/21

   Present Address 700 Universe Blvd

   City, State, Zip Code Juno Beach, FL 33408

   Telephone Number 561-694-6317

   Email Address Konrad.Flemk@fpl.com

Description of the work provided:

PGE provided the engineering design and P&C and Apparatus testing & commissioning services for a new 230kV transmission Switchyard with (9) Line Terminals with AF-81 Line Pull-Off Structures, (18) 3000A - 230kV Slant Leg VB Disconnect Switches, (14) 3000A – 245kV 2 cycle IPO Breakers, (10) 3000A – 245kV DEB Disconnect Switches, (1) 2000A – 230kV FWB Wave Traps with 90-200kHz frequency range, (27) 230kV Line CCVT's and (2) 230kV Bus CCVT. PGE provided Relay commissioning and construction oversite services.

3. Company's Name American Electric Power (AEP)

   Name and Title of Contact Charles Black

   Project Name / Dates Relay Services Staff Augmentation – Ongoing

   Present Address 910 Energy Drive

   City, State, Zip Code Abilene, TX

   Telephone Number 325-201-3989

   Email Address CBBLACK@AEP.COM

Description of the work provided: Ongoing Protection & Control Field Services Staff Augmentation in their regions (Ohio, Texas, Indiana/Michigan, etc.).

Sample Projects:

AEP Jackson Road 345/138/69/34.5kV - Multi-Year Substation Expansion Project

- **345kV yard** redesigned and built in 2 major construction phases
  - New 345/138kV XFMR
  - Add 345kV breaker & ½ yard - (3) SF-6 CBs built in the clear
- **138kV yard** Updated & Expanded
  - Add (5) New 138kV SF-6 Circuit Breakers (two new bays)
  - Replace (6) 138kV SF-6 Circuit Breakers (two existing bays)
  - Remote End Line & CB Relay Upgrades
- Moved 138/12kV XFMR to new position
- New 138/69/34kV XFMR
  - Upgraded 34kV line to 69kV with new CB

Mountaineer 765kV Unit Circuit Breaker & Control Replacements and New Line Relaying Project

4.	Company's Name	Duke Energy
	Name and Title of Contact	John Leonard, Manager - Relay Maintenance
	Project Name / Dates	Relay Services Staff Augmentation – Ongoing
	Present Address	3300 Exchange Place
	City, State, Zip Code	Lake Mary, FL 32746
	Telephone Number	727-580-1966
	Email Address	John.Leonard@duke-energy.com

Description of the work provided: PGE provides ongoing Staff Augmentation Relay (and general) Testing and Commissioning services for Brownfield and Greenfield projects as assigned by Duke Energy representatives in all Duke Regions (Florida, Carolinas, Midwest, etc.). Typical services include providing Lead level Commissioning services, Construction Oversite, Wiring Services, Project Management and major Program Projects.

Sample Projects:

Dry Prairie 230/69kV

PGE provided the P&C resources including relay technicians and wiremen to support the construction of a new 230/69kV substation with three (3) 69kV feeds. The initial buildout involved a ring bus configuration on the 230kV portion of the substation and a three (3) bay breaker and a half configuration for the 69kV portion. The transformers installed were 2-336MVA autotransformers, both having dedicated bay positions on the high and low side busses.

Self-Healing Teams & Integrated Volt & VAR Control Programs

These were high profile multi-phase, multi-year programs that PGE concurrently managed. At multiple substations and locations, PGE enhanced the communications from the control center to the substations and added remote monitoring and control capability to the regulators and capacitors. PGE upgraded the stations enabling relay event reporting through TEAM application and ensured that LTC controllers are to current standards and that LTC position indication is available for enhanced control of distribution voltage and VARs.

Specifically, PGE replaced Ruggedcom Telecom Switches with Cisco Switches, replaced the DAQ RTUs with an SEL RTAC 3530, performed rewiring to/from the RTAC from RS485 to Ethernet/RS232, installed satellite clocks, installed INCON tap positions indicators and upgraded Beckwith controllers.

5. Company's Name Luminant

Name and Title of Contact Curtis Woods, P&C Manager

Project Name / Dates **Lamar Generation Unit Block 1 and 2 - Motor Protection Relay Upgrades Project – April 2021**

Present Address 555 Barnes Bridge Rd

City, State, Zip Code Sunnyvale TX 75182

Telephone Number 214-605-1923

Email Address Curtis.woods@luminant.com

Description of the work provided:

Lamar Generation Unit Block 1 and 2 - Motor Protection Relay Upgrades Project

- Provided Relay Technician and Commissioning services to Replace GE Multilin 469 relays with SEL-710 motor protection relays for Generation Units Block 1 and Block 2
- Cutovers, Checkout, Functional Testing, Document Submittals, As-Builts, and overall project guidance and outage coordination.

CITY OF AUSTIN, TEXAS

LIVING WAGES CONTRACTOR CERTIFICATION

(Please duplicate as needed)

Pursuant to the City's Living Wages Program, Rule R161-17.14 (reference item 4.8, Solicitation Instructions) the Contractor is required to pay to all employees of the Prime Contractor and all tiers of subcontractors directly assigned to this City contract a minimum Living Wage equal to or greater than $15.00 per hour.

(1) The below listed individuals are all known employees of the Prime Contractor and its subcontractors who are directly assigned to this contract, and all are compensated at wage rates equal to or greater than $15.00 per hour:

Employee Name	Employer	Prime or Sub	Your Normal Rate	Employee Job Title
Matthew Mapel	Power Grid Engineering	Prime	75.00	Field Service Supervisor
Brian Forester	Power Grid Engineering	Prime	73.31	Lead Relay Field Technician
Heath Hardaway	Power Grid Engineering	Prime	72.50	Lead Relay Field Technician
Michael Nuby	Power Grid Engineering	Prime	65.72	Senior Relay Field Technician
Edwin Hansen	Power Grid Engineering	Prime	30.00	Relay Field Engineer I
Ryan Hilburn	Power Grid Engineering	Prime	30.00	Relay Field Technician I

(2) All future employees of both the Prime Contractor and all tiers of subcontractors directly assigned to this Contract will be paid a minimum Living Wage equal to or greater than $15.00 per hour.

(3) Our firm will not retaliate against any employee of either the Prime Contractor or any tier of subcontractors claiming non-compliance with the Living Wage provision.

A Prime Contractor or subcontractor that violates this Living Wage provision shall pay each of its affected employees the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision by either the Prime Contractor or any tier of subcontractor, or fraudulent statements made on this certification, may result in termination of this Contract for Cause, subject the violating firm to possible suspension or debarment, or result in legal action.

I hereby certify that all the listed employees of both the Prime Contractor and all tiers of subcontractors who are directly assigned to this contract are paid a minimum Living Wage equal to or greater than $15.00 per hour.

Contractor's Name: Power Grid Engineering, LLC

Signature of Officer or Authorized Representative:  Date: 09/13/2021

Printed Name: Petter Fiskerud

Title: VP, Operations

EXHIBIT A

Project #1
Capacitor Banks Scope of Work for Relay Contractor

Purpose

Austin Energy hereinafter referred to as AE, seeks proposals from qualified Contractors to perform installation, wiring terminations, and DC testing for Capacitor Bank Protection upgrade on XX-900 transmission equipment in Scope of Work.

The amount of work actually assigned to the Contractor(s) is highly variable and subject to conditions beyond AE's control. AE shall determine the amount and type of services to be performed based upon a varying schedule of projects. Contractor(s) may not make any claim against AE or the City arising out or resulting from any discrepancy between the quantities of work stated or implied and the actual quantity of work assigned to be performed.

Safety Requirements

Contractor's Safety Representative will be responsible for conducting an on-site daily job briefing with its own crew and any Austin Energy Supervisors, Crew Leaders, Technicians, Electricians, and Inspectors that also happen to be on-site.

When AC and DC cables are terminated in the house AC and DC panels, a Lock Out Tag Out (LOTO) process consisting of at least a "Tag Out" on each circuit breaker shall be performed. Red "OUT OF SERVICE" tags will be installed on the individual breakers, attached with a tie rap, and the tag must be filled out and signed. Tags will be provided by Austin Energy. This is a minimum requirement and the Contractor's policies can exceed the minimum requirement.

Personal Protective Equipment (PPE) such as hard hats, safety steel toe shoes, protective eye wear, etc. shall be worn while in the substation with no exception. Arc flash clothing requirements shall follow the AE Arc Flash Work Procedures GWP.

Scope of Work

1. Transport the relay panels listed below from Justin Lane Service Center (XXX Justin Lane, Austin, Texas) to XX Substation (XXXX, Austin, Texas)

    a. Capacitor Bank Panel each location consisting of SEL 487Vand SEL 351-6 relays.

EXHIBIT A

2. Take out of service, de-energize, and disconnect cables that cannot be reused from each location, substation breaker and remove associated control panel.

3. Install capacitor bank protection panel inside substation control house and wire associated breaker.

4. Install, terminate, and label all control house interconnect CT cables (CT-XX), PT cables (PT-XX), AC cables (AC-XX), DC cables (DC-XX), control cables (C-XX), alarm cables (C-XX), and coaxial (S-XX) cables associated with the panels listed in item #1.

5. Terminate, and label all external CT cables (CT-XX), PT cables (PT-XX), AC cables (AC-XX), DC cables (DC-XX), control cables (C-XX), alarm cables (C-XX), and coaxial (S-XX) cables associated with the panels listed in item #1. AE crews to pull external cables.

6. Function test all associated equipment of new XX-XXX breaker

7. Test and commission all associated relay equipment with Capacitor Bank to verify protection, control, and monitoring.

8. Verify settings to relays have been downloaded and DC checks performed on panel.

9. Verify test switch labels, relay pushbutton labels, and correct relay displays in accordance with relay settings and the drawings associated with this project.

10. Assist Austin Energy personnel during startup to fully energize equipment.

11. Complete and submit all required test forms and procedure checklists.

12. Provide electronic copies of commissioning data according to AE current ISO standards.

13. Austin Energy Technicians will furnish and install all fiber, patch panel, and AC and DC panel equipment.

Notes

Submit a **not to exceed price** for the work scope.

EXHIBIT A

1. Austin Energy Technicians will furnish and install all fiber, patch panel, and AC and DC panel equipment and cables.

2. Austin Energy Technicians will furnish and pull all fiber cables (F-XX).

3. Austin Energy Technicians will also install fiber optic duct and inner duct for substation equipment and relay panels including splicing and terminating of fiber optic cables.

4. Austin Energy Technicians will install fiber cable tray exit fittings.

5. Austin Energy Technicians will install and label all fiber patch cords internal to the control house to individual equipment.

6. Restroom facilities will be provided by Austin Energy.

7. All capacitor bank installs will have differing tentative energization dates and will need to be billed separately per each individual Capacitor Bank Protection install.

Schedule

Austin Energy tentatively expects energization to be: X/XX/202X

EXHIBIT A

Project #2
LR XX-XXX Scope of Work for Relay Contractor

Purpose

Austin Energy hereinafter referred to as AE, seeks a proposal from qualified Contractors to perform installation, wiring terminations, and DC testing for line protection relay upgrade on Ckt-XXX transmission equipment in Scope of Work.

The amount of work actually assigned to the Contractor(s) is highly variable and subject to conditions beyond AE's control. AE shall determine the amount and type of services to be performed based upon a varying schedule of projects. Contractor(s) may not make any claim against AE or the City arising out or resulting from any discrepancy between the quantities of work stated or implied and the actual quantity of work assigned to be performed.

Safety Requirements

Contractor's Safety Representative will be responsible for conducting an on-site daily job briefing with its own crew and any Austin Energy Supervisors, Crew Leaders, Technicians, Electricians, and Inspectors that also happen to be on-site.

When AC and DC cables are terminated in the house AC and DC panels, a Lock Out Tag Out (LOTO) process consisting of at least a "Tag Out" on each circuit breaker shall be performed. Red "OUT OF SERVICE" tags will be installed on the individual breakers, attached with a tie rap, and the tag must be filled out and signed. Tags will be provided by Austin Energy. This is a minimum requirement and the Contractor's policies can exceed the minimum requirement.

Personal Protective Equipment (PPE) such as hard hats, safety steel toe shoes, protective eye wear, etc. shall be worn while in the substation with no exception. Arc flash clothing requirements shall follow the AE Arc Flash Work Procedures GWP.

Scope of Work

14. Transport the relay panel(s) listed below from Justin Lane Service Center (XXX Justin Lane, Austin, Texas) to XX Substation (XXXX, Austin, Texas).

    a. XX-XXX Line Panel consisting of SEL 311L, 421, and 351-6 relays.

EXHIBIT A

15. Take out of service, de-energize, and disconnect cables that cannot be reused from each location, substation breaker and remove associated control panel.
16. Install XX-XXX-line protection panel inside XX substation.

17. Install, terminate, and label all control house interconnect CT cables (CT-XX), PT cables (PT-XX), AC cables (AC-XX), DC cables (DC-XX), control cables (C-XX), alarm cables (C-XX), and coaxial (S-XX) cables associated with the panels listed in item #1.

18. Terminate, and label all external CT cables (CT-XX), PT cables (PT-XX), AC cables (AC-XX), DC cables (DC-XX), control cables (C-XX), alarm cables (C-XX), and coaxial (S-XX) cables associated with the panels listed in item #1. AE crews to pull external cables.

19. Terminate all cables and function test all associated equipment of new XX-XXX breaker

20. Test and commission all associated relay equipment with line protection panel to verify protection, control, and monitoring.

21. Verify settings to relays have been downloaded and DC checks performed on panel.

22. Verify test switch labels, relay pushbutton labels, and correct relay displays in accordance with relay settings and the drawings associated with this project.

23. Assist Austin Energy personnel during startup to fully energize equipment

24. Complete and submit all required test forms and procedure checklists.

25. Provide electronic copies of commissioning data according to AE current ISO standards.

26. Austin Energy Technicians will furnish and install all fiber, patch panel, and AC and DC panel equipment.

Notes

Submit a **not to exceed price** for the work scope.

EXHIBIT A

8. Austin Energy Technicians will furnish and install all fiber, patch panel, and AC and DC panel equipment and cables.

9. Austin Energy Technicians will furnish and pull all fiber cables (F-XX).

10. Austin Energy Technicians will also install fiber optic duct and inner duct for substation equipment and relay panels including splicing and terminating of fiber optic cables.

11. Austin Energy Technicians will install fiber cable tray exit fittings.

12. Austin Energy Technicians will install and label all fiber patch cords internal to the control house to individual equipment.

13. Restroom facilities will be provided by Austin Energy.

Schedule

Austin Energy tentatively expects Ckt-XXX to be energized X/XX/202X.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-869353

Date Filed:
04/05/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Power Grid Engineering, LLC
Lake Mary, FL United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Austin

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

MA 1100 NA220000089.
Relay services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
PGE Holding Corp.	Lake Mary, FL United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Candice Mountz , and my date of birth is [redacted].

My address is 100 Colonial Center Parkway Suite 400 (street), Lake Mary (city), FL (state), 32746 (zip code), US (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Seminole County, State of Florida, on the 5th day of April (mon h), 20 22 (year).

Candice Mountz
Signature of authorized agent of contracting business entity
(Declarant)

PowerGrid®
ENGINEERING LLC
A Qualus Power Services Company

RFP 1100 DTB3007
Relay Services

Power Grid Engineering, LLC Proposal

Prepared For

City of Austin

Tuesday, September 14, 2021

EXECUTIVE SUMMARY

September 14, 2021

Subject: RFP 1100 DTB3007 Relay Services

Dear Valued City of Austin Energy Representatives,

On behalf of Power Grid Engineering, LLC (PGE), I would like to start by offering you my sincere gratitude for the opportunity to serve you by providing our Relay Services. You are entrusting PGE with your power system and that is not something we take lightly. PGE prides itself on being at the forefront in terms of industry standards, testing and design capabilities, and quality assurance processes. Our proven business philosophy is to invest in building long-term relationships with our clients based on our culture that emphasizes quality and project execution.

As the premier testing and commissioning organization in the United States, the City of Austin will experience an unparalleled service and client delivery from PGE.

There are a few differentiators and highlights that I would like to point out when reviewing our qualifications:

- Our people, experience, process and culture centers around safety, quality and technical expertise in designing and commissioning substations for large electric utilities.
- PGE currently has and will provide resources who are intimately familiar with the City of Austin system and who thoroughly understand your project requirements, processes and expected deliverables. Please refer to page 15 for additional details.
- While PGE does not have an official branch office of more than 5 years in existence in the City of Austin, we currently have and are proposing to use Supervisor, Relay Test Engineers and Technicians who are local to the City of Austin.
- PGE has a unique quality assurance system using our Orange Book (PGE specific), Gray Book (client specific) and Yellow Book (Project specific) process. The goal of this system is to understand, document and consistently apply your standards in each project.
- PGE has a desire for a long-term partnership with our clients by fostering relationships, streamlining processes and providing qualified resources to perform projects on your system with safety and quality at the forefront of each task.

We look forward to serving you in whatever capacity you choose, but we hope that you feel that PGE provides the value needed to become your contractor of choice.

Sincerely,

Marilyn Ramirez
Business Development Manager
Qualus Power Services
1200 Summit Ave, Suite 340
Fort Worth, TX 76102
Email: marilyn.ramirez@qualusmail.com
O: 321-244-0170 x-154 | M: 770-401-8097

AUTHORIZED NEGOTIATOR
Candice Mountz, Esq.
General Council
Qualus Power Services
100 Colonial Center Parkway, Suite 400
Lake Mary, FL 32746
Email: candice.mountz@qualusmail.com
O: 321-244-0170 x-142 | M: 616-490-3339

MINIMUM QUALIFICATIONS

CORPORATE EXPERIENCE

For the past 14+ years, Power Grid Engineering, LLC (PGE) has provided award-winning engineering design and testing and commissioning services to Utilities throughout the United States. We have experienced tremendous growth due to our strong commitment to our clients, technical expertise, and project execution track record.

PGE specializes in all aspects of substation design, field testing, and commissioning for investor-owned electric utilities throughout the United States and Puerto Rico. Our service lines include field commissioning services, relay protection and control design, protection & control settings, substation engineering, transmission planning & system studies, generation interconnect, EPC (engineering, procurement and construction), project management, apparatus testing, and power systems training. With our culture of quality and our continual focus on safety and human performance, we are dedicated to providing the highest quality of services to our clients.

We are proud to have developed in-house project teams comprised of highly qualified technical engineers and operational professionals, with exceptional QA/QC processes assuring our clients peerless levels of service and quality.

From inception, our team has banded together with our clients and partners to exceed all expectations. We are honored to work with various utilities across the country and abroad, from small industrial entities to Fortune 250 investor-owned utilities.

Some of our larger clients for whom we perform similar scope of services to this contract include:

- Oncor
- Luminant
- American Electric Power
- NextEra
- Ameren
- NIPSCO

- Duke Energy
- Entergy
- Georgia Power
- Liberty Utilities
- Florida Power & Light
- LCRA

PGE Field Services teams provide a comprehensive suite of engineering and technician services with a focus on Safety and Human Performance. Our teams are available for specific projects, on-going support projects, or staff augmentation projects. Our skilled and knowledgeable staff are proven leaders in supporting the unique standards and peak performance requirements of our client's networks.

Our distinguished engineering and test personnel are fully trained in the use of various test equipment, software applications and platforms including Omicron, Megger, Doble, Pro-Test and RTS. The PGE Field Services teams have extensive experience in supporting both green and brown field protection & control projects and substation modifications across while adhering to all regulatory and client requirements. Our Field Services Leaders, Engineers and Technicians are trained to take complete ownership of their respective projects in order to fully deliver to our client's satisfaction.

OUR AREAS OF RELAY PROTECTION & CONTROL AND FIELD TESTING AND COMMISSIONING SERVICES:

- Modifications, upgrading, installation, and testing of the following:
  - Protection and control systems
  - Microprocessor and electromechanical relays
  - Meters
  - Digital fault recorders
  - RTUs and communication processors plus status, analog, and control boards
  - AC/DC panels
  - Automatic transfer switches
  - Battery banks
  - Battery chargers
- AC and DC functional testing
- AC in-service checks
- End to end testing of any and all schemes
- Full SCADA system programming and checkout
- Power line carrier
  - Tuning and calibration
  - Levels
  - Coax soldering/termination
- Apparatus acceptance testing (power factor, ductor, megger, timing, ratio, etc. when applicable)
  - Power transformers
  - Instrument transformers
  - SF6 and vacuum circuit breakers
  - Circuit switchers
  - Disconnects
  - SSVT's
  - Capacitor banks and reactors
  - Surge arrestors
  - Buswork
  - Ground grids
- Fiber terminations and testing
- Cable pulling inside control house, inspection and testing
- Wire terminations
- Transformer DGA oil monitoring equipment upgrade program
- Project and account management included

PROJECT CONCEPT AND STRATEGY

PGE'S APPROACH TO FIELD SERVICES PROJECTS

Projects will be kept on task by the PGE Lead, Supervisor and Project Manager who will record completed milestones and update the City of Austin team per the established communication plan.

- PGE will conduct a kickoff meeting with all PGE personnel working on the project as well as all pertinent City of Austin Representatives that would benefit from attending this meeting. This meeting will discuss the following:
    - Safety and HP
    - Scope of Work
    - Project Schedule
    - Yellow Book *(Project Specific)*
    - Processes and procedures
    - Project Expectations
- PGE's Field Services Team will:
    - Develop a Site-Specific Safety Plan
    - Provide weekly updates
    - Provide P&C direction and assessments to the construction crew as needed
    - Provide appropriate written test reports and documentation
    - Oversee and execute the technical scope per the engineered specifications
    - Communicate with the Project Management where any technical, material, or other schedule- or scope-affecting issues arise
    - Ensure Project Closeout
- The PGE team will ensure all project closeouts are met and that all documentation is completed, finalized, and signed off by the appropriate individuals according to standard specific project requirements.

Your feedback is a critical component to our Program as well. The Project Lead for each project will review all client feedback with the project team that executed the project. In the event an issue is identified by the Program, a root cause analysis and lessons learned process will be followed. Lessons learned will then be used to improve internal processes, checklists, and team performance. Updates to internal documentation will comply with PGE's document management processes and procedures.

PGE has a robust Quality Assurance process to ensure quality delivery throughout project execution. For additional details, please refer to the Quality Control section of this document.

PROJECT EXECUTION PLAN

To execute Field Services projects, PGE will use teams composed of the following resources:

Field Services

Regional Director **-** Responsible for providing both technical and managerial leadership for the field services team and activities taking place at the actual site as well ensuring his team is following both client and PGE protocols at all times.

Supervisor - Responsible for providing technical oversite and support as well ensuring all project plans are being adhered to and followed. Performs Site Inspections, reviews QA practices and interfaces with the client as necessary.

Lead Relay Technician/Testing Engineer /– Responsible for:

- Safety / Human Performance
- Capable of leading complex projects and is a trusted source to the client in ensuring safe and reliable execution of Field Engineering projects
- Providing project updates to PGE Project Management and appropriate Client Representatives and addresses any issues and / or concerns in real time. This includes full responsibility for the safety program and scope / schedule compliance.
- Initial orientation, facilitating agreement and understanding of the Project Plan, and providing updates to the client's Project Manager of the current progress of the project
- Ensuring all testing and commissioning is completed per Owner's guidelines and requirements.
- Identifying errors or omissions, communications and coordination with database and the Dispatchers, scheduling clearances and station phasing with Owner personnel, etc.

Senior/Assistant Relay Technician/Testing Engineer /– Responsible for:

- Safety / Human Performance and working under the supervision of the Lead Relay Technician.
- Performing panel check-outs, uploading the settings to the relays, Doble testing the relays, creating the test reports, develop Doble test plans for new relays, load settings and perform relay testing, perform all AC and DC functional testing, perform all in service AC checks. Perform checkout of status, analog and control points to RTU.

Project Management

Project Manager - Responsible for:

- Ensuring all tasks are checked off and completed. Ensures that the project remains on-schedule and on-budget and measures KPI's and key deliverables for the project. Frequently interfaces with the client ensuring that all parties remain on the same page throughout the life cycle of the project and provides updated scheduling and financial information.

Project Coordinators / Administration

- Assist in supporting day-to-day activities for the Project Manager and operational teams throughout the execution of the project.

Safety

Director of Safety (and support staff)

- Responsible for ensuring the development and continuous improvement of world-class Environmental Health & Safety (EHS) programs. Maintains compliance with federal, state and local environment, health and safety regulations and provides leadership and technical expertise for EHS programs and committees.

Quality

Director of Quality (and support staff)

- Responsible for overseeing and ensuring compliance to PGE's Quality Management Program and Policies.

QUALITY CONTROL

PGE's vision is founded on the delivery of high-quality products and services for our valued clients. Since its inception, PGE has worked to foster a culture rooted in quality, continuous improvement, and responsiveness. As a result, we have developed and tested a unique set of quality assurance and control practices that set the industry standard and drive continuous improvement. Our program has proven to be effective in reducing errors at every level of engineering design, testing and commissioning of utility infrastructure.

Our Books

Our approach to quality assurance is premised on three tenants:

1. Develop and implement a set of well-designed standard PGE work processes (Orange Book)
2. Ensure a clear understanding of client requirements and work practices (Gray Book)
3. Maintain a structured methodology for documenting our project activities to ensure that client requirements have been met (Yellow Book)

This collection of Orange, Gray, and Yellow Books allow PGE to support our clients in a very structured manner, while being able to customize our approach and meet specific design requirements for a wide range of project types and complexity. These books are key product and service quality discriminators.



- The ***Orange Book*** is PGE's Reference Manual, also known as "The PGE Way". It is a collection of technical and administrative policies, procedures, work instructions, checklists and forms that have been prepared by PGE staff to document our standardized way of serving clients. These documents are neither client nor project specific but may be tailored to meet the needs of either should the need arise. This book, in detail, describes our multi-phase engineering design (conceptual design, detailed design and final design), Project Management and standardized Field Services processes.
- The ***Gray Book*** is a Client Reference Manual and is a collection of client-specific procedures and documents that have been either provided directly by the client or have been developed by PGE to document how PGE will service the client. It establishes client requirements and is a living document that incorporates lessons learned driving continuous improvement
- The ***Yellow Book*** is the Project Reference Manual and documents the scope of the project (i.e., work to be performed), procedures used on the project, and the results obtained. It is an official record of the work performed on the project and provides evidence for verifying that client requirements have been met for that project.

THE VALUE OF OUR QUALITY

The Quality Policy & Objectives provide a high-level overview of our vision of Quality, but in order to bring that vison to life, specific activities need to consistently implement this vision. The following is a description of these key activities that PGE is conducting to provide quality of service value to our clients:

- **Process Development & Update** – PGE maintains an expansive collection of technical and administrative policies, procedures, work instructions, checklists, and forms that have been prepared by our process owners to document the standardized way of servicing our clients. These documents are reviewed and

updated to incorporate changes from analysis of Key Performance Indicators (KPIs), incident management findings, and project lessons learned.

- **Document Management** – PGE has established a robust document management system to manage and control all documents. The goal is to ensure that all employees can access the latest documented standard practice when performing their day-to-day activities.
- **Process Quality Control** – The goal of process design is to bake in quality control steps that allow our teams to detect errors early in the lifecycle of projects to prevent the likelihood of error in the final product or service delivered to the client. This is accomplished with the implementation of Key Performance Indicator (KPI) steps, which include peer reviews, quality control checks, and thorough evaluations of client requirements, performed during project execution to assess the overall health of these core processes.

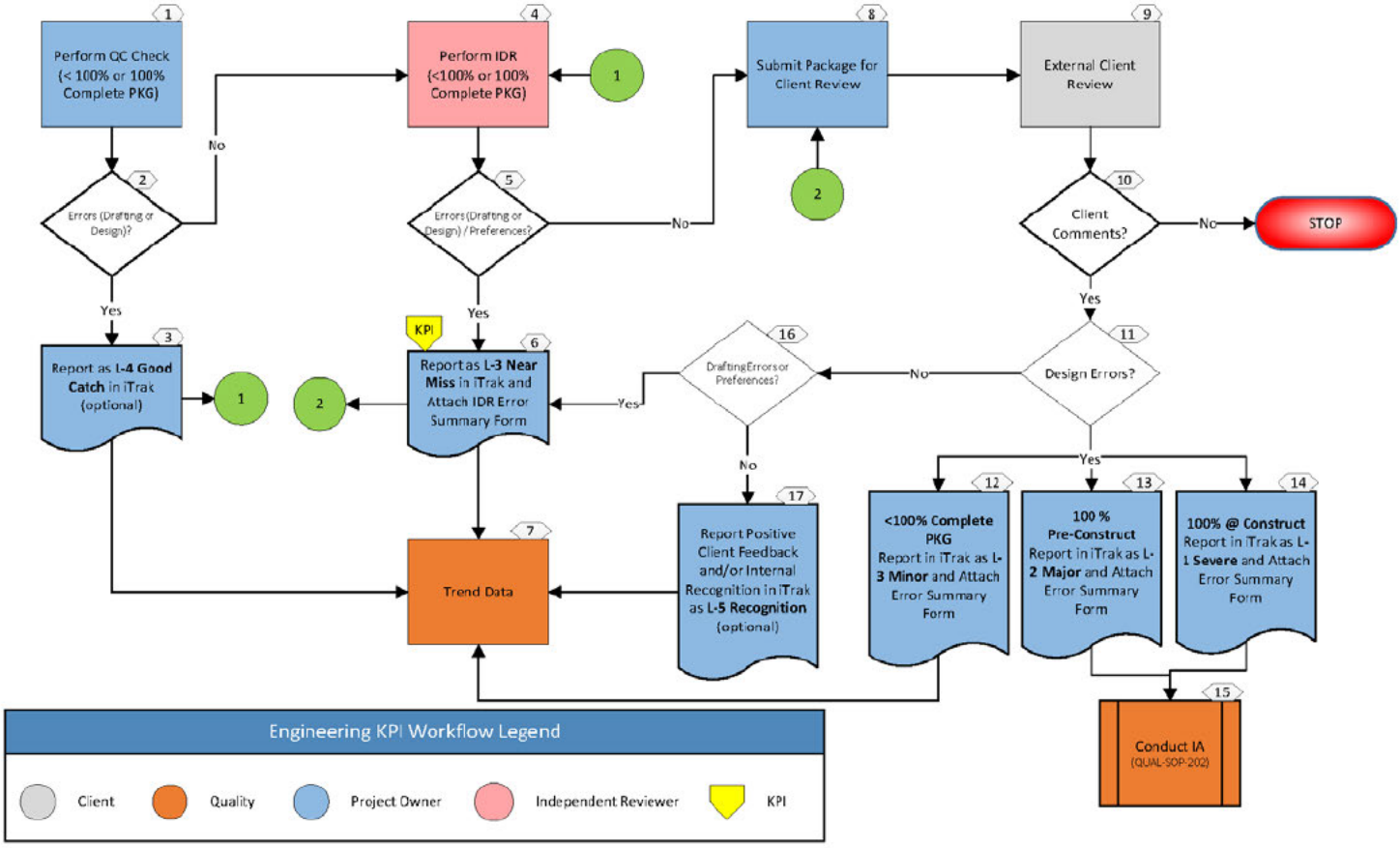


- **Incident Management** – When an error does occur, resulting in a reportable incident, our primary focus is to seek to understand, learn, and apply the right actions to ensure that the error is prevented in the future, and to transparently share the outcome with our clients. First, we collect data surrounding an incident, followed by analysis to determine causal and contributing factors, then develop a SMART (Specific, Measurable, Achievable, Relevant and Time-Bound) corrective action plan, which is tracked to closure.
- **Measuring Performance & Driving HP Behaviors** – Quality metrics, including Incident Rate, Health Ratio, and Incident Aging are reviewed and used to measure performance against established quality and human performance goals. In addition to these metrics, assessments of Gray Books (Client Reference Manual) and Yellow Books (Project Reference Manual) are also used to assess operational performance.
- **Operational Excellence (OPEX)** – The Quality team partners with operational leaders to establish strategic objectives that facilitate business performance efforts intended to gain efficiencies, thereby providing a more scalable workforce for our clients. This has been accomplished with the use of lean tools and practices by certified Black and Green Belt staff.

Process Quality Control

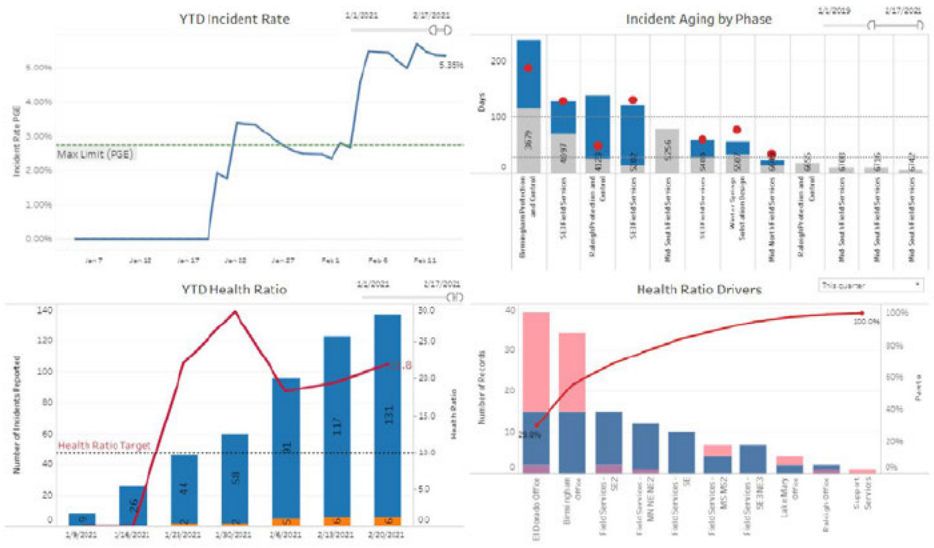
The fundamental goal of process design at PGE is to “bake” in quality control steps that will allow our teams to detect errors early in the lifecycle of a project, thereby preventing or reducing likelihood of error in the final product or service delivery to the client. To accomplish this goal, Key Performance Indicator (KPI) steps have been identified in each of our core processes and have proven to be an essential element in predicting the quality of product/service delivered. Specific checks, such as peer reviews, QC checks, and independent design reviews are performed at various points during project execution to assess the overall “health” of our core

processes. These KPI steps are actively tracked and reported to better understand process compliance, systemic issues and trends, and are used to drive overall improvements to core process.



Measuring Performance

Quality metrics are established and are regularly reviewed and used to measure performance against established quality and human performance goals and to assess process compliance. In addition to these metrics, periodic assessment of Gray Books (Client Reference Manual) and Yellow Books (Project Reference Manual) are also used to assess operational performance.



PGE SAFETY

PGE is committed to protecting the health and safety of our employees, customers and the surrounding community. We have established "**Safety Around the Clock**" as a company core value. Whether at work or at home, safety remains a top priority for all PGE projects.

Our award-winning safety program is designed to continually improve through routine self-evaluations, training, management support and employee participation. As such, our employees understand the importance of a positive/proactive safety culture. No employee is required to work at a job that he or she feels is unsafe and has the authority to "Stop Work". Therefore, it is our priority to make every workplace safe by detecting and correcting unsafe working conditions, as well as the discovery and resolution of unsafe work practices.

The Value of PGE Safety

Employee safety is an indispensable element of productivity, quality and cost control. To manage operational, health and safety risks, we deliver a full range of field safety programs including:

- **Job Specific Health and Safety Plan** – Our safety team creates a job specific Health and Safety Plan (HASP) that covers all aspects of the job from a safety perspective and includes special hazards, operations or activities, as well as the corrective actions or steps that must be taken to eliminate the hazards.
- **Weekly Site Inspection Reports** – We verify general safety practices by inspecting against customer, state, OSHA Electrical Safety and NFPA 70E guidelines. We provide weekly site safety inspections conducted by our safety and operation leadership team. All PGE employees have the authority and responsibility to stop any unsafe acts or behaviors that are witnessed while working on any site.
- **Monthly Safety Reports** – Our monthly reports will track any incidents including near misses, first aids, recordable, operational events and property damage while working on our clients' sites. These reports assist customers with contractor reporting required by federal, state and local regulatory agencies.
- **Trained Workforce** – We ensure that all employees have proper training in recognizing electrical equipment operation standards. All PGE employees are required to complete the company's risk-based safety training. We train new and existing employees on the company's expectations, procedures and tactics for delivering the highest safety results, to include OSHA 10/30, Electrical Safety (NFPA 70E), CPR/AED and Defensive Driving.
- **Accomplishments** – Ameren Contractor Safety Leadership Award, ICW Group Safety Excellence Award, AEP Transmission Contractor Safety Recognition Award, One Million Man-Hours Worked with Zero Recordable Injuries, and Recognized for Safety Expertise by IEEE.

Supplier Qualification and Management System Affiliation

BROWZ™ Avetta Formerly PICS Auditing ISNETWORLD ISN MEMBER CONTRACTOR COMPLYWORKS

PGE SAFETY METRICS					
Category	**2016**	**2017**	**2018**	**2019**	**2020**
OSHA Recordable Incident Rate	0	0	0.28	0	0.23
Restrictions and Transfers	0	0	0	0	1
EMR	0.71	0.71	0.66	0.64	0.72
Recordable Injury Cases	0	0	1	0	1
Lost Time Accidents	0	0	1	0	0
Controllable Vehicle Accidents	1	0	2	0	2
Non-Controllable Vehicle Accidents	5	8	3	1	5
First Aid Injuries	0	1	2	3	3
Good Catches / Near Misses	39	51	111	67	559
Inspections / Observations	136	369	1,085	1,822	1,213
Number of Employees	232	290	319	375	385
Work Hours	477,832	594,211	704,502	811,743	866,623

HUMAN PERFORMANCE

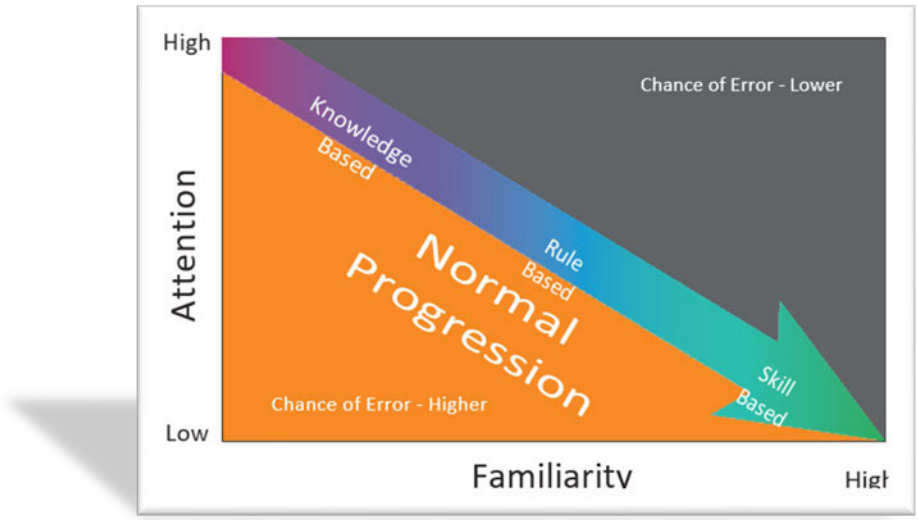
Power Grid Engineering promotes a culture where people are encouraged to do the right thing, share lessons learned when unexpected results occur and thrive in an environment with opportunities for improvement. To assess the health and effectiveness of our human performance culture, we have established four core areas of focus, also known as pillars of our business. These pillars include leadership, management and accountability (LMA), employee training and qualifications, systems and tools, and core processes.

Human Performance Modes

Information processing operates in one or more of the three performance modes:

- **Skill-based** – Routine actions in a familiar situation without conscious attention or control
- **Rule-based** – Task performed by using existing rules from procedures, training or experience
- **Knowledge-based** – Unfamiliar situation exists requiring employees to apply analytical skills and judgment (i.e. trouble shooting or fault diagnosis)

These modes are based on the level of familiarity an individual has with a specific task and the level of attention a person applies to the activity. An increased understanding of the three performance modes allows an organization to directly resolve issues by specifically targeting leadership, management and accountability (LMA), employee training and qualifications, systems and tools, and core processes depending on the mode of execution during an event.



PROJECT MANAGEMENT STRUCTURE

Please refer to PGE's Field Services Project Process Flowchart & Sample Project Schedule on the Supplemental Attachments.

- **How PGE will monitor the work to ensure completion in a safe and timely manner:**
  PGE uses a unique set of quality assurance processes to facilitate the successful execution and documentation of project activities. Our Gray Book is a housing mechanism specifically tailored toward an individual client. It houses all client standards and documentation so that our teams will become City of Austin Subject Matter Experts. Our Yellow Book is a project specific mechanism that documents all work activities from start to finish and helps track deliverables throughout the execution.

  In addition, the Lead/Designated Project Owner will work with our Project Management, Supervisors, Safety and Quality through the project.

  PGE Project Management Organization tracks schedule and scope completion and frequently monitors and measures Key Performance Indicators. This setup allows for PGE to anticipate any potential issues or cost-savings in a proactive manner.

  Our robust safety and human performance program is backed by policies, operation procedures, work-flows and documents that ensure that both our teams and our clients are acting with a safety and human performance mindset at all times throughout PGE projects.

- **How PGE determines the makeup of the crew for various work assignments:**
  PGE's field services crew will typically consist of a Lead and Senior/Assistant. The designated crew will typically work together on many projects and will have a familiarity with one another. PGE Regional Directors, Supervisors and Project Management will review requests for work from the City of Austin and estimate the projects based on scope, time requested by the client and any other additional factors that need to be considered in order to successfully and cost-efficiently execute the project. If needed, the team will meet and strategize on how to best staff a project. They'll look at the current workloads of team's assigned to the client and/or teams in a region who may be able to support should additional support be needed.

- **How overtime is determined:**
  A standard PGE work week consists of 40 hour work weeks. Often times and depending upon the specific client requests, PGE will include a certain amount of overtime depending upon the client requests. For example, a client may request PGE provide a quote based on working 50 hour work weeks, or may request that PGE provide 10% overtime in order to cover any potential overtime. PGE leaders will review all requests from the client in order to come up with the most cost-effective solution.

- **Work responsibilities and communication pathways between PGE and subcontractors (if applicable) as well as Austin Energy:**
  Please refer to the City of Austin's Organizational Chart under "PGE Resources Qualification and Experience" section

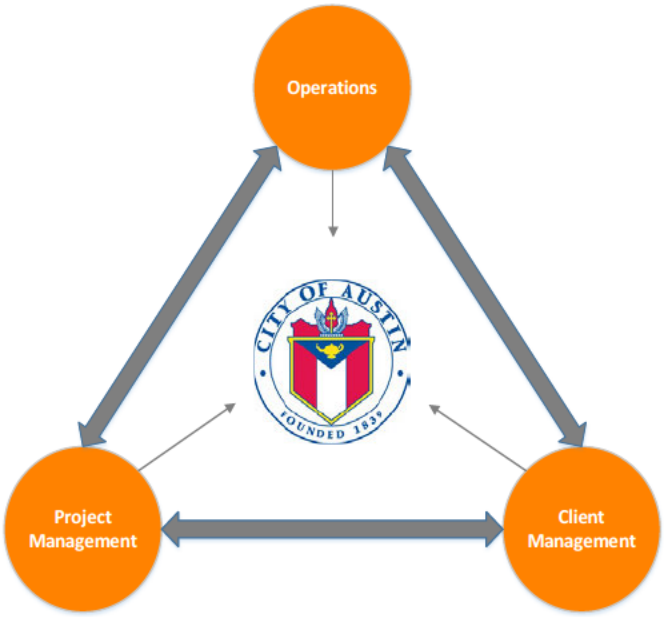
  The PGE Field Service Lead will provide continual updates to the client depending upon how often our clients prefer to be updated. They also track project progress internally and our Project Managers have monitors and mechanisms in place that allows them to provide status updates as well. The Lead Technician will be in communication with their respective supervisors and regional directors as needed throughout the project. The regional directors and supervisors will meet with client management and project management on a frequent basis to discuss ongoing status updates and drive solutions to our client's satisfactions.

  PGE will communicate with the City of Austin in several ways:

- The designated PGE Project Lead will provide continual updates to both the delegated City of Austin Representative (s) and the PGE Project Manager
- The PGE Project Manager will provide updates to the City of Austin representatives per an agreed upon frequency.
- The PGE TRIO (Client Management, Operations and Project Management) will meet both internally and externally with City of Austin representatives discuss ongoing project updates and any items on the agenda.
- PGE safety will frequently work with the team in order to ensure compliance to both PGE and City of Austin Safety Protocols
- PGE quality will interact with the teams on an as needed basis.

PGE'S APPROACH TO INTERFACING WITH THE CITY OF AUSTIN

- In order to properly support our clients and hold our internal representatives to the highest standards and accountability, PGE has internally established what we refer to as Client Trios. The Trio is the core working group within PGE interfacing with and executing work for the business clients. The core team members are senior leaders designated to represent Operations, Client Management, and Project Management. The Trio teams meet on a regular basis, as a cross-functional team, to manage the client business strategies and operational performance.
- The goal of the Trio is to ensure a solid and sustainable client relationship and managing client delivery to plan



SAMPLE WORK PROJECT

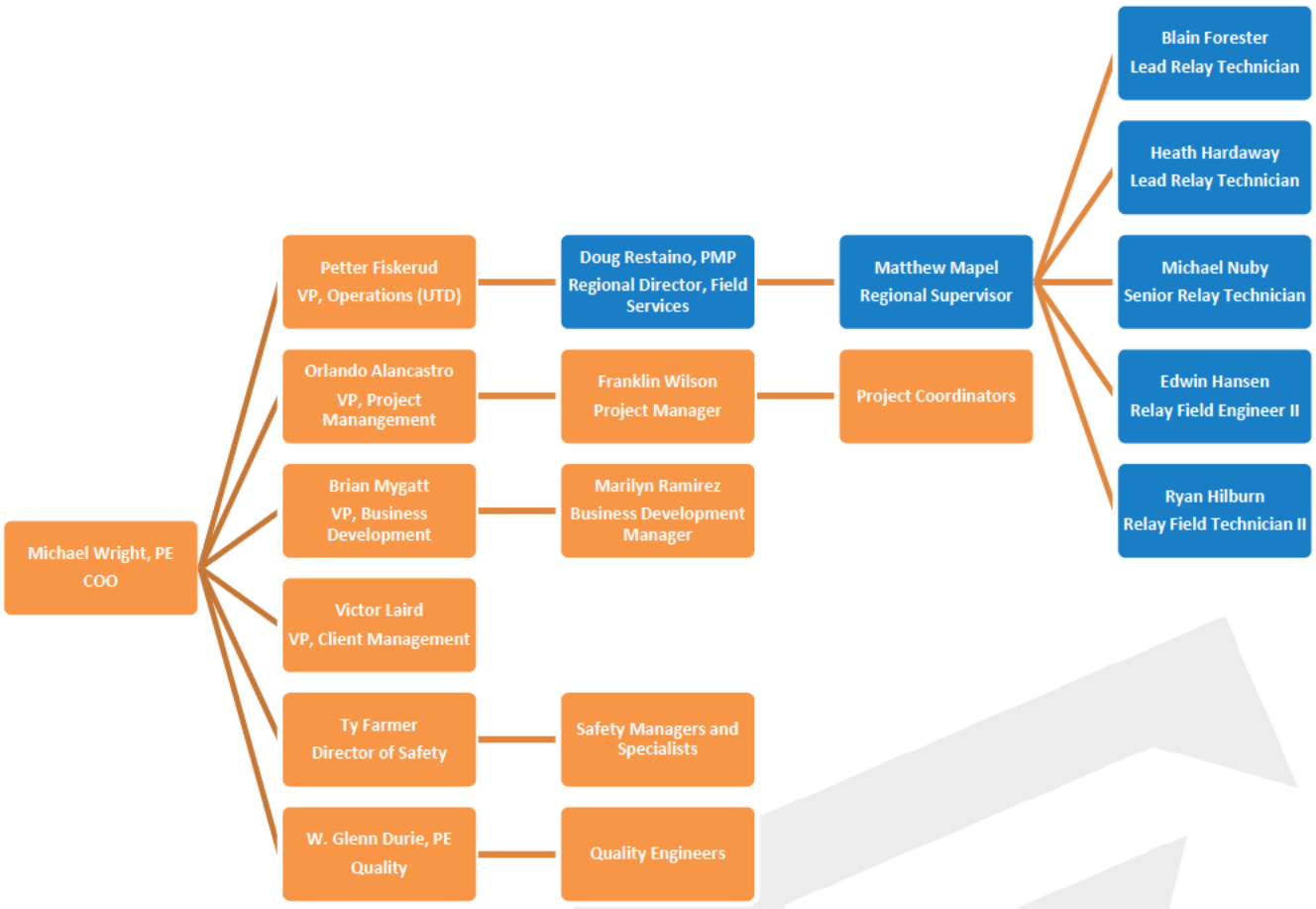
Please refer to the RFP_1100_DTB3007_0600_v1 REV1.

PGE KEY RESOURCES QUALIFICATIONS & EXPERIENCE

PGE has a highly experienced employee resource pool with unparalleled experience in providing testing and commissioning services for major Investor-Owned Utilities, Cooperatives and Municipalities throughout the United States. PGE's parent company, Qualus Power Services, has the largest team of P&C/SCADA and second largest team of NETA testing and commissioning field services representatives in the U.S.

To demonstrate how PGE will begin to resource load and support the City of Austin, we would like to highlight the following points:

- Once our client relationships are established, PGE will create a team, or teams, and project approach that is tailored to meet your needs
- PGE has a proven track record of being able to ramp up resources and availability in line with our client's desires
    - ***City of Austin Dedicated Resources***
    - ***Support Functions and Executive Advisors***



Key Personnel

Our Proposed Team to Support the City of Austin:

Doug Restaino, PMP – Regional Director, Field Services
- 30+ years of Professional Experience
- Experienced in overseeing and managing personnel
- Extremely technically capable and capable of leading the most complex projects
- Navy Nuclear Program
- Resume attached

Mathew Mapel – Supervisor
- Skilled substation professional with 15 years of combined field and engineering experience
- Extensive experience operating in a lead role supervising both employees and projects. Trained and mentored technicians with an emphasis on safety culture and error-free work practices.
- Has the benefit of working for numerous electrical utilities across the state of Texas as both a full-time employee and a contractor
- ***City of Austin Experience***
- Resume attached

Blain Forester – Lead Relay Field Technician
- 20+ years of Professional Experience
- ***City of Austin Experience***
- Resume attached

Heath Hardaway – Lead Relay Field Technician
- 24+ years of Professional Experience
- ***City of Austin Experience***
- Resume attached

Michael Nuby – Senior Relay Field Technician
- 30+ years of Professional Experience
- ***City of Austin Experience***
- Resume attached

Edwin Hansen – Relay Field Engineer II
- 6+ years of Professional Experience
- Resume attached

Ryan Hilburn – Relay Field Technician II
- 8+ years of Professional Experience
- Resume attached

RELEVANT COMPANY EXPERIENCE & QUALIFICATIONS

Please refer to the following account references for whom PGE provides support with similar project engagement, scope, and structure with regards to this RFP.

Also, refer to the RFP_1100_DTB3007_PAC2_v1 – PGE.

Name	Company	Contact
Casey Amundson ***Commissioning Manager***	***Oncor***	***817-909-6861*** ***Jonathan.amundson@oncor.com***
Konrad Flemk ***Senior Project Manager***	***NextEra Energy Resources, LLC***	***561-694-6317*** ***Konrad.Flemk@fpl.com***
John Leonard ***Relay Support Manager***	***Duke Energy - Florida***	***727-580-1966*** ***John.Leonard@duke-energy.com***
Charles Black ***Field Services Coordinator Sr***	***American Electric Power (AEP)***	***636-584-4950*** ***abrockmiller@empiredistrict.com***
Curtis Woods ***P&C Manager***	***Luminant***	***214-605-1923*** ***Curtis.woods@luminant.com***

PRICE PROPOSAL

Please refer to the RFP_1100_DTB3007_0600_v1 – PGE.

Clarifications / Notes:

- The standard work week is 40 straight hours; either 5-8's or 4-10's for Field Services (as negotiated in advance). Straight time rates are for single day shift only, does not include work in excess of 40 straight hours per week, weekends or holidays.
- In reference to Field Services work, the minimum charge will be 4 hours per day. Any hours over 4 and fewer than 8 will be invoiced as an 8 hour day.
- Hours billed between 41 to 80 straight hours per week, weekends and/or nights will be billed at overtime rates. Holiday rates and any hours billed after 80 straight hours per week are billed at double the straight time rate. Holidays include both federally recognized and Power Grid Engineering holidays.
- Travel Time will be charged per hour, regardless of the mode of transportation. As required, airfare and rental vehicles will be billed at invoice cost plus 10%. Personal mileage will be charged at the IRS allowable mileage reimbursement rate.

- In circumstances that the Power Grid Engineering employee's primary place of residence is more than 500 miles from the job site, Power Grid Engineering will charge for travel (flight, etc.) home and back once per month for the Power Grid Engineering employee as needed.
- In reference to Field Services work, technicians will come with standard hand held meters. Non-standard, specialized test equipment such as a Doble F-6150 or CT Tester will have a daily fee of $100/day. Other specialized rental tools and/or equipment will be billed at invoice cost plus 10%.
- In reference to Field Services work, the GSA rate is charged and will be charged for any day that a Field Technician or Field Engineer is traveling more than 50 miles from home, regardless of whether overnight lodging is needed. Please note that Power Grid Engineering's Per Diem rate is based off of the GSA rate found in the GSA website http://www.gsa.gov and is subject to change / renegotiation based on the Government rate. Note, the scope of work and other site specific logistics may affect the Per Diem rate.
- The above rate schedule represents non-unionized rates. Projects that are governed by union labor requirements, prevailing wage, Davis-Bacon or other related acts will be negotiated with the local Business Agent through a Project Level Agreement (PLA).

LOCAL BUSINESS PRESENCE

- PGE currently has and will provide resources who are intimately familiar with the City of Austin system and who thoroughly understand your project requirements, processes and expected deliverables. Please refer to page 15 for additional details.
- While PGE does not have an official branch office of more than 5 years in existence in the City of Austin, we currently have and are proposing to use Supervisor, Relay Test Engineers and Technicians who are local to the City of Austin.
- PGE has an anchor engineering office located in Dallas/Ft. Worth and has offices located in Houston at the Qualus level.

SUMMARY

In closing, Power Grid Engineering, LLC (PGE) would like to once again offer our sincerest gratitude for the opportunity to provide you with our services. You are entrusting us with your Power System and that is not something that we take lightly. PGE is excited as we embark on our relationship with the City of Austin, and we look forward to providing you with the outstanding services that we provide for so many other major investor-owned utilities throughout the United States.

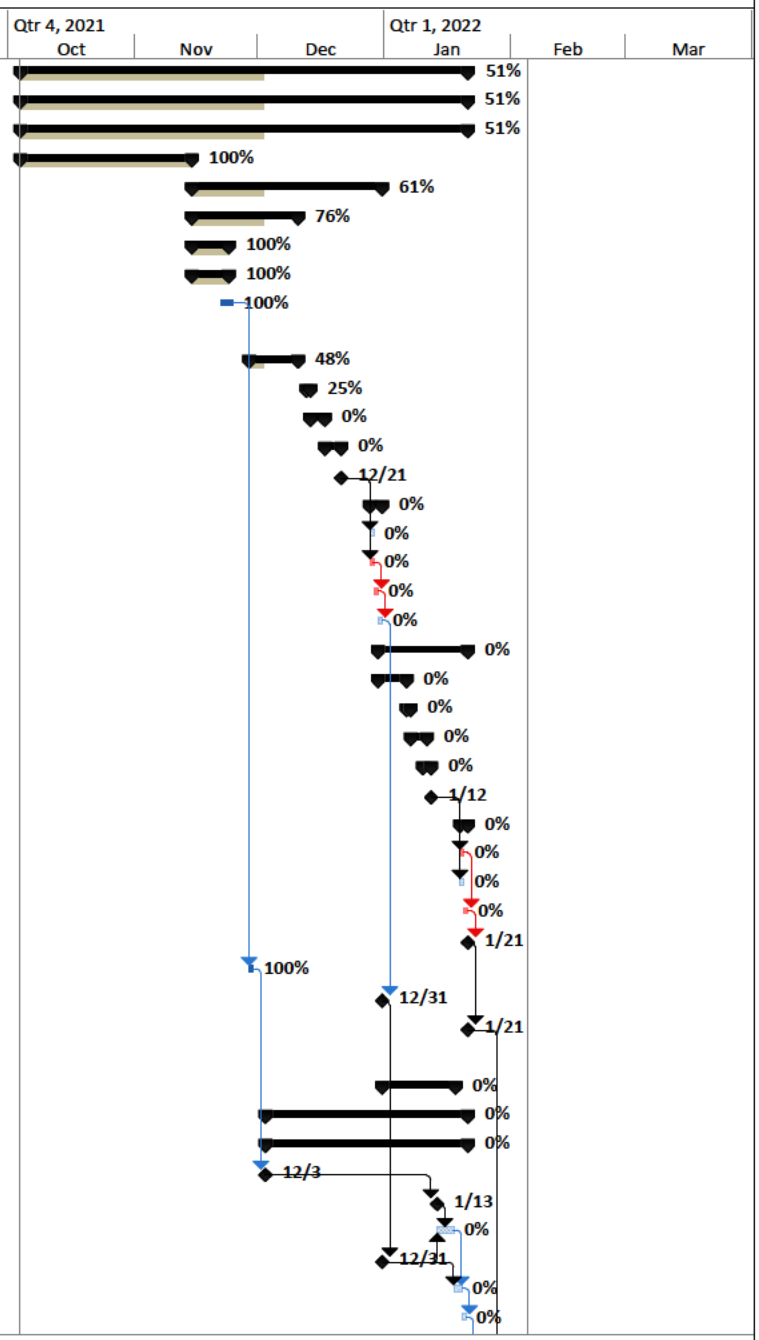
We look forward to serving you in whatever capacity you choose, but we hope that you feel that PGE provides the value needed to support your needs as your contractor of choice.

SUPPLEMENTAL ATTACHMENTS

- PGE Field Services Project Process Flowchart
- PGE Sample Project Schedule
- PGE Resumes

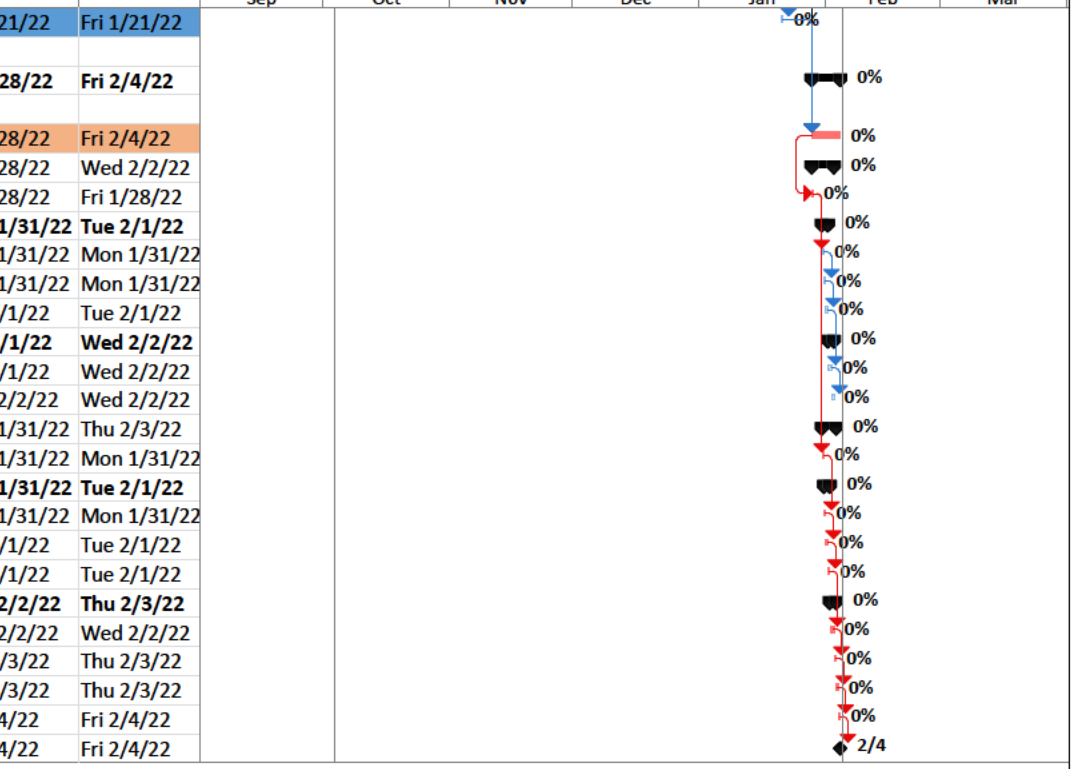
AES DA Project Schedule (002)

ID	Task Mod	Task Name	Duration	Start	Finish
1		**Distribution Automation Project**	**79.5 days**	**Mon 10/4/21**	**Fri 1/21/22**
2		**Engineering**	**79.5 days**	**Mon 10/4/21**	**Fri 1/21/22**
3		**P&C**	**79.5 days**	**Mon 10/4/21**	**Fri 1/21/22**
4		**Pre-Engineering**	**30 days**	**Mon 10/4/21**	**Mon 11/15/2**
12		**Preliminary Engineering Package 60%**	**34.5 days**	**Mon 11/15/21**	**Fri 12/31/21**
13		**Preliminary Package Drawings**	**20 days**	**Mon 11/15/21**	**Fri 12/10/21**
14		**Relay Panel**	**7 days**	**Mon 11/15/21**	**Tue 11/23/2**
17		**Protection One Line Drawings**	**7 days**	**Mon 11/15/21**	**Tue 11/23/2**
19		Finalize BOM / Layouts with Client (Collaborative Review / Discussion)	3 days	Mon 11/22/21	Wed 11/24/21
20		**Drawings**	**10 days**	**Mon 11/29/21**	**Fri 12/10/21**
25		**PDP Documents**	**1 day**	**Mon 12/13/21**	**Mon 12/13/2**
28		**QC Review Engineering Package**	**3.5 days**	**Tue 12/14/21**	**Fri 12/17/21**
32		**Peer Review Engineering Package**	**2 days**	**Fri 12/17/21**	**Tue 12/21/2**
36		Issue Engineering Package	0 days	Tue 12/21/21	Tue 12/21/21
37		**Client Review**	**3 days**	**Tue 12/28/21**	**Fri 12/31/21**
38		Client Review Meeting	1 day	Tue 12/28/21	Wed 12/29/2
39		Receive Client Comments	1 day	Tue 12/28/21	Wed 12/29/2
40		Make Changes Per Feedback	1 day	Wed 12/29/21	Thu 12/30/21
41		Re-Issue Engineering Package	1 day	Thu 12/30/21	Fri 12/31/21
42		**Final Package 90%**	**16 days**	**Thu 12/30/21**	**Fri 1/21/22**
43		**Wiring**	**5 days**	**Thu 12/30/21**	**Thu 1/6/22**
46		**Final Package Documents**	**1 day**	**Thu 1/6/22**	**Fri 1/7/22**
48		**QC Review Final Package**	**2 days**	**Fri 1/7/22**	**Tue 1/11/22**
52		**Peer Review Final Package**	**2 days**	**Mon 1/10/22**	**Wed 1/12/22**
56		Issue Final Package	0 days	Wed 1/12/22	Wed 1/12/22
57		**Client Review**	**2 days**	**Wed 1/19/22**	**Fri 1/21/22**
58		Client Review Meeting	1 day	Wed 1/19/22	Thu 1/20/22
59		Receive Client Comments	1 day	Wed 1/19/22	Thu 1/20/22
60		Make Changes Per Feedback	1 day	Thu 1/20/22	Fri 1/21/22
61		Re-Issue Final Package	0 days	Fri 1/21/22	Fri 1/21/22
62		Issue Package 1 for Relay Purchasing	1 day	Mon 11/29/21	Mon 11/29/2
63		Issue Package 2 for Panel Wiring	0 days	Fri 12/31/21	Fri 12/31/21
64		Issue Final Package for Field Construction	0 days	Fri 1/21/22	Fri 1/21/22
65					
66		**Relay Settings**	**12 days**	**Fri 12/31/21**	**Tue 1/18/22**
84		**Major Equipment**	**35.5 days**	**Fri 12/3/21**	**Fri 1/21/22**
85		**Relay Panels**	**35.5 days**	**Fri 12/3/21**	**Fri 1/21/22**
86		Relay and Material PO	0 days	Fri 12/3/21	Fri 12/3/21
87		Receive Materials at Panel Shop	0 days	Thu 1/13/22	Thu 1/13/22
88		Relay Panel MFG	2 days	Fri 1/14/22	Mon 1/17/22
89		Panel Drawings Issued to Panel Shop	0 days	Fri 12/31/21	Fri 12/31/21
90		Panel Final Wiring	2 days	Tue 1/18/22	Wed 1/19/22
91		Bench Test Relays using RTS	1 day	Thu 1/20/22	Thu 1/20/22



AES DA Project Schedule (002)

ID	Task Mod	Task Name	Duration	Start	Finish
92		Send to Site	0.5 days	Fri 1/21/22	Fri 1/21/22
93					
94		**Construction**	**5 days**	**Fri 1/28/22**	**Fri 2/4/22**
95		Construction activities; comm RTU upgrades in House			
96		Outage Window	5 days	Fri 1/28/22	Fri 2/4/22
97		**Feeder Panel**	3.5 days	Fri 1/28/22	Wed 2/2/22
98		Demo	0.5 days	Fri 1/28/22	Fri 1/28/22
99		**Installation**	**1.5 days**	**Mon 1/31/22**	**Tue 2/1/22**
100		Cut Existing Panel	0.5 days	Mon 1/31/22	Mon 1/31/22
101		Mount Panel	0.5 days	Mon 1/31/22	Mon 1/31/22
102		Terminate Cables	0.5 days	Tue 2/1/22	Tue 2/1/22
103		**Testing & Commissioning**	**1.5 days**	**Tue 2/1/22**	**Wed 2/2/22**
104		Functional Testing	1 day	Tue 2/1/22	Wed 2/2/22
105		Relays	0.5 days	Wed 2/2/22	Wed 2/2/22
106		**Bank Panel**	3.5 days	Mon 1/31/22	Thu 2/3/22
107		Demo	0.5 days	Mon 1/31/22	Mon 1/31/22
108		**Installation**	**1.5 days**	**Mon 1/31/22**	**Tue 2/1/22**
109		Cut Existing Panel	0.5 days	Mon 1/31/22	Mon 1/31/22
110		Mount Panel	0.5 days	Tue 2/1/22	Tue 2/1/22
111		Terminate Cables	0.5 days	Tue 2/1/22	Tue 2/1/22
112		**Testing & Commissioning**	**1.5 days**	**Wed 2/2/22**	**Thu 2/3/22**
113		Functional Testing	1 day	Wed 2/2/22	Wed 2/2/22
114		Relays	0.5 days	Thu 2/3/22	Thu 2/3/22
115		RESTORATION / CLEAN-UP	0.5 days	Thu 2/3/22	Thu 2/3/22
116		DEMOBILIZATION	0.5 days	Fri 2/4/22	Fri 2/4/22
117		Final Completion	0 days	Fri 2/4/22	Fri 2/4/22



ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

Solicitation: RFP 1100 DTB3007 **Addendum No:1** **Date of Addendum:** **09/02/2021**

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

I. **Questions:**

Q: How many substations are being considered for this project?
A: **We are not looking for proposals for multiple substations, we are trying to get pricing for two projects which involve single substation each.**

Q: Will there be a certain amount per year?
A: **No, all quantities are estimates.**

Q: What are the size and dimensions of each panel?
A: **Each Panel measures 90" h x 28" w x 7" d**

Q: Is there a wiring diagram or drawings of the controls? What are the specifics of capacitor bank panel? How many of each relay per panel? What are the commissioning standards?
A: **Details in attached document**

II. **Additional Information:** Please see the attached additional information.

Authorized Contact: DeJuan Brown
Procurement Specialist III
512-322-6472
DeJuan.Brown@austintexas.gov

III. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: DeJuan Brown Digitally signed by DeJuan Brown DN cn DeJuan Brown, o City of Austin Purchasing Office, ou Financial Services Division, email dejuan brown@austintexas gov, c US Date 2021 09 02 12 56 31 -05'00'

Dejuan Brown, Procurement Specialist III
Purchasing Office, 512-322-6472

ACKNOWLEDGED BY:

Marilyn Ramirez — Name

Authorized Signature

9/14/2021 — Date

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

TRIP CHECK GUIDELINE – CAPACITOR BANK PROTECTION

SUBSTATION:_____PROJECT:_____
TECHNICIAN(S):_____
ENGINEER: _____
COMPLETION DATE: _____

This checklist is intended to help field personnel in the testing and commissioning of transmission level capacitor bank protection. The checklist is arranged in a logical sequence of testing and commissioning as it relates to issued for construction (IFC) drawings and the physical location of the equipment. For example, the R2 & R3 drawings (one-line & AC schematics) involve checking equipment current and potential circuits to the relays; the R4 drawings (DC schematics) involve testing the DC circuits (trip circuits, close circuits, relay inputs & outputs); followed by testing the relay settings and the final tests involve the DNP and hardwired SCADA points.

GENERAL

N/A	Completed	
☐	☐	Daily tailgate meeting prior to checkout including identification of safety risks, system risks, and work to be performed.
☐	☐	A final walk through involving the field operation supervisor(s) or designated Lead must be performed before any piece of equipment is energized.
☐	☐	A continuity check must be performed to prove the "R-4s" intended protection and function.
☐	☐	Validate the appropriate ratio, polarity, acb, vcb, and diagnostic tests were performed on equipment to be placed in service. (Relay and Substation Maintenance dept.)
☐	☐	Relays connected to time source and time verified.
☐	☐	Trips must be isolated to avoid unwanted operation of in-service equipment by tagging, utilizing isolation devices or disconnecting wires. This shall be verified by The Relay Supervisor or designated lead.

SWITCHYARD EQUIPMENT

Capacitor Bank

N/A	Completed	
☐	☐	Confirm grounding method of capacitor bank (Substation Construction)
☐	☐	Measure individual capacitor can capacitance and record in maintenance records

_____
(Signature of Substation Supervisor or Designated Lead) (Date)

Comments:

TRIP CHECK GUIDELINE – CAPACITOR BANK PROTECTION

Capacitor Bank Circuit Breaker

N/A	Completed	
☐	☐	Verify AC control power
☐	☐	Verify DC control power
☐	☐	High priority alarm
☐	☐	Low priority alarm
☐	☐	Low gas alarm (if applicable)
☐	☐	Annunciator DCF
☐	☐	CT Visual inspection
☐	☐	CT's in use are unshorted & properly grounded
☐	☐	CT's not in use are shorted with jumpers & properly grounded
☐	☐	Primary current injection (if applicable)

CAPACITOR BANK PROTECTION

Breaker Trip & Close Circuits

N/A	Completed	
☐	☐	Close circuit
☐	☐	Trip circuit 1
☐	☐	Trip circuit 2 (if applicable)
☐	☐	Relay output contacts pulsed, and appropriate open/close operation verified

87V relay (487V) ☐ Other_____

N/A	Completed	
☐	☐	Perform DC checks (Power Supply & Inputs)
☐	☐	Perform Relay Tests
☐	☐	Test Voltage alarm & trip settings
☐	☐	Test Overcurrent alarm & trip settings
☐	☐	Test any other TRIP and SEL Logic Variable equations/elements
☐	☐	Verify Output contacts
☐	☐	Test alarms and inputs
☐	☐	Verify Display points
☐	☐	Verify passwords changed
☐	☐	Time signal and communications verified

50/62 relay (351S)

N/A	Completed	
☐	☐	Perform DC checks (Power Supply & Inputs)
☐	☐	Perform Relay Tests
☐	☐	Test Retrip & breaker failure time delays
☐	☐	Test Voltage alarm & trip settings
☐	☐	Verify Display points
☐	☐	Overcurrent settings
☐	☐	Verify Passwords changed
☐	☐	Time signal and communications verified

Comments:

TRIP CHECK GUIDELINE – CAPACITOR BANK PROTECTION

86CAP Lockout Relay

N/A	Completed	
☐	☐	Relay DC check
☐	☐	Appropriate relay output contacts pulsed & lockout relay operation verified.
☐	☐	Verify trip and lockout of all connected equipment/devices

SCADA/DNP Checkout (Confirmed with SCADA System/ECC)

N/A	Completed	
☐	☐	Verify all Control & Indications
☐	☐	Verify all Alarms
☐	☐	Verify all Analog values
☐	☐	Verify all Statuses Points

BREAKER FAILURE AND BUS LOCKOUT COMMISSIONING

Breaker Fail and Bus lockout

N/A	Completed		
☐	☐	☐	Relay DC check
☐	☐	☐	Use IFC prints and section 19 of the *Relay Commissioning and Testing Requirements* to fill out the In-service Bus Lockout Operational Guideline
☐	☐	☐	Use the prints and In-service Bus Lockout Operational Guideline to ensure appropriate relay output contacts are pulsed & lockout relay operation is verified. Attach completed Bus Lockout Commissioning Procedure to trip check guideline

_____

Verification Signature (Relay Supervisor or Designated Lead (Date)

_____

Co-verification Signature (PCST III or above) (Date)

FINAL COMMISSIONING OF CAPACITOR BANK PROTECTION

Energize Capacitor Bank

N/A	Completed	
☐	☐	Before placing the capacitor bank in service, R4 & R3 drawings must be reviewed prior to energization to avoid unwanted operation of in-service equipment. This shall be verified by The Relay Supervisor or Designated Lead.
☐	☐	Document step procedures of R3 & R4 review and attach document to trip check guideline.
☐	☐	Execute a KSET unbalance compensation command after cap bank is energized.
☐	☐	Measure, confirm, and record all bus, neutral and capacitor bank voltages in each relay.
☐	☐	Measure and record unbalance voltage in the 487V relay.

TRIP CHECK GUIDELINE – CAPACITOR BANK PROTECTION

As per engineering request only

Remove (1) fuse in Capacitor Bank

N/A	Completed	
☐	☐	Verify that both 87 relay generates a Capacitor Bank Alarm but does not trip
☐	☐	Verify that alarm is received at ECC

Remove (2) fuses in Capacitor Bank

N/A	Completed	
☐	☐	Verify that 87V relay issues a trip to the Capacitor Bank Breaker and Lockout
☐	☐	Verify that alarm is received at ECC

Warning: Do not remove more than 2 fuses from service on a single string.

_____

(Signature of Relay Supervisor or Designated Lead) (Date)

Comments:

TRIP CHECK GUIDELINE – LINE RELAY

SUBSTATION:_____LINE CKT: _____
LINE BREAKER(s): _____
TECHNICIAN(S):_____
ENGINEER: _____
COMPLETION DATE: _____

This checklist is intended to help field personnel in the testing and commissioning of protection relays for transmission lines. The checklist is arranged in a logical sequence of testing and commissioning as it relates to issued for construction (IFC) drawings and the physical location of the equipment. For example, the R2 & R3 drawings (one-line & AC schematics) involve checking equipment current and potential circuits to the relays; the R4 drawings (DC schematics) involve testing the DC circuits (trip circuits, close circuits, relay inputs & outputs); followed by testing the relay settings and the final tests involve the DNP and hardwired SCADA points.

GENERAL

N/A	Completed	
☐	☐	Daily tailgate meeting prior to checkout including identification of safety risks, system risks, and work to be performed
☐	☐	A final walk through involving field operation supervisor(s) or designated lead must be performed before any piece of equipment is energized.
☐	☐	A continuity check must be performed to prove the "R-4s" intended protection and function.
☐	☐	Validate the appropriate ratio, polarity, acb, vcb, and diagnostic tests were performed on equipment to be placed in service. (Maintenance dept.)
☐	☐	Relays connected to time source and time verified.
☐	☐	Trips must be isolated to avoid unwanted operation of in-service equipment by tagging, utilizing isolation devices or disconnecting wires. This shall be verified by the relay supervisor or designated lead.

SWITCHYARD EQUIPMENT

Breaker # 1 _____

N/A	Completed	
☐	☐	Verify AC control power
☐	☐	Verify DC control power
☐	☐	High priority alarm
☐	☐	Low priority alarm
☐	☐	Low gas alarm (if applicable)
☐	☐	Annunciator DCF
☐	☐	CT Visual inspection
☐	☐	CT's in use are unshorted & properly grounded
☐	☐	CT's not in use are shorted with jumpers & properly grounded
☐	☐	Primary current injection (if applicable)
☐	☐	Verify phasing and voltage level of MB potentials to sync close unit

Comments:

TRIP CHECK GUIDELINE – LINE RELAY

Breaker # 2 _____

N/A	Completed	
☐	☐	Verify AC control power
☐	☐	Verify DC control power
☐	☐	High priority alarm
☐	☐	Low priority alarm
☐	☐	Low gas alarm (if applicable)
☐	☐	Annunciator DCF
☐	☐	CT Visual inspection
☐	☐	CT's in use are unshorted & properly grounded
☐	☐	CT's not in use are shorted with jumpers & properly grounded
☐	☐	Primary current injection (if applicable)
☐	☐	Verify phasing and voltage level of MB potentials to sync close unit

Comments:

CONTROL HOUSE

Wiring

N/A	Completed	
☐	☐	Check test switch wiring
☐	☐	Check terminal block wiring

Comments:

Breaker # 1 _____

Perform DC Circuit Tests

N/A	Completed	
☐	☐	Close circuit
☐	☐	Trip circuit 1
☐	☐	Trip circuit 2 (if applicable)
☐	☐	Relay output contacts pulsed and appropriate open/close operation verified

TRIP CHECK GUIDELINE – LINE RELAY

50/62BF relay (351-6) ☐ Other _____

N/A	Completed	
☐	☐	Perform DC checks (Power Supply & Inputs)
☐	☐	Relay settings tested
☐	☐	TRIP equation
☐	☐	Verify Output contacts
☐	☐	Verify Display points
☐	☐	Test Overcurrent, alarm & trip settings
☐	☐	Reclose
☐	☐	Synch check
☐	☐	Breaker Failure time delay
☐	☐	Test any other TRIP and SEL Logic Variable equations/elements
☐	☐	Breaker Failure trip to Breaker Failure Lockouts
☐	☐	Breaker Failure trip to 421 & 3111 for DTT
☐	☐	Verify passwords changed
☐	☐	Relay connected to DNP, SEL-203x, and Ethernet & communications verified

SCADA/DNP Checkout (Confirmed with SCADA System/ECC)

N/A	Completed	
☐	☐	Verify all Control & Indications
☐	☐	Verify all Alarms
☐	☐	Verify all Analog values
☐	☐	Verify all Status Points

Comments:

86BF1 Lockout Relay

N/A	Completed	
☐	☐	Relay DC check
☐	☐	Appropriate relay output contacts pulsed & lockout relay operation verified

86B Bus Differential Lockout Relay

N/A	Completed	
☐	☐	Relay DC check
☐	☐	Appropriate relay output contacts pulsed & lockout relay operation verified

Breaker # 2 _____

Perform DC Circuit Tests

N/A	Completed	
☐	☐	Close circuit
☐	☐	Trip circuit 1
☐	☐	Trip circuit 2 (if applicable)
☐	☐	Relay output contacts pulsed and appropriate open/close operation verified

TRIP CHECK GUIDELINE – LINE RELAY

50/62BF relay (351-6) ☐ Other _____

N/A	Completed	
☐	☐	Perform DC checks (Power Supply & Inputs)
☐	☐	Relay settings tested
☐	☐	TRIP equation
☐	☐	Verify Output contacts
☐	☐	Verify Display points
☐	☐	Test Overcurrent, alarm & trip settings
☐	☐	Reclose
☐	☐	Synch check
☐	☐	Breaker Failure time delay
☐	☐	Test any other TRIP and SEL Logic Variable equations/elements
☐	☐	Breaker Failure trip to Breaker Failure Lockouts
☐	☐	Breaker Failure trip to 421 & 3111 for DTT
☐	☐	Verify passwords changed
☐	☐	Relay connected to DNP, SEL-203x, and Ethernet & communications verified

SCADA/DNP Checkout (Confirmed with SCADA System/ECC)

N/A	Completed	
☐	☐	Verify all Control & Indications
☐	☐	Verify all Alarms
☐	☐	Verify all Analog values
☐	☐	Verify all Status Points

Comments:

86BF1 Lockout Relay

N/A	Completed	
☐	☐	Relay DC check
☐	☐	Appropriate relay output contacts pulsed & lockout relay operation verified

86B Bus differential Lockout Relay

N/A	Completed	
☐	☐	Relay DC check
☐	☐	Appropriate relay output contacts pulsed & lockout relay operation verified

TRIP CHECK GUIDELINE – LINE RELAY

BREAKER FAILURE AND BUS LOCKOUT COMMISSIONING

Breaker Fail and Bus lockout

N/A	Completed	
☐	☐ ☐	Relay DC check
☐	☐ ☐	Use IFC prints and section 19 of the *Relay Commissioning and Testing Requirements* to fill out the In-service Bus Lockout Commissioning Procedure
☐	☐ ☐	Use the prints and In-service Bus Lockout Procedure to ensure appropriate relay output contacts are pulsed & lockout relay operation is verified. Attach completed Bus Lockout Commissioning Procedure to trip check guideline

_____

Verification Signature (Relay Supervisor or Designated Lead) (Date)

_____

Co-verification Signature (PCST III or above) (Date)

Line Relaying CKT

21/79 Relay (421) ☐ Other_____

N/A	Completed	
☐	☐	Status of inputs verified (DC check)
☐	☐	Relay distance settings tested
☐	☐	Pilot Relay settings tested
☐	☐	TRIP equation
☐	☐	BF input DTT send
☐	☐	DTT receive, trip 86TT
☐	☐	Initiate inputs
☐	☐	Test reclose Relaying
☐	☐	Verify output contacts
☐	☐	Verify display points
☐	☐	Test over current settings
☐	☐	Password changed
☐	☐	Relay connected to SEL-2030 & communications verified

SCADA/DNP Checkout (Confirmed with SCADA System/ECC)

N/A	Completed	
☐	☐	Verify all Control & Indications
☐	☐	Verify all Alarms
☐	☐	Verify all Analog values
☐	☐	Verify all Status Points

Comments:

TRIP CHECK GUIDELINE – LINE RELAY

21/87L Relay (311L) ☐ Other _____

N/A	Completed	
☐	☐	Status of inputs verified (DC check)
☐	☐	Relay distance settings tested
☐	☐	Current Differential Relay settings tested
☐	☐	TRIP equation
☐	☐	BF input DTT send
☐	☐	DTT receive, trip 86TT
☐	☐	Reclose Initiate input
☐	☐	Verify output contacts
☐	☐	Verify display points
☐	☐	Test over current settings (If applicable)
☐	☐	Password changed
☐	☐	Relay connected to SEL-2030 & communications verified

SCADA/DNP Checkout (Confirmed with SCADA System/ECC)

N/A	Completed	
☐	☐	Verify all Control & Indications
☐	☐	Verify all Alarms
☐	☐	Verify all Analog values
☐	☐	Verify all Status Points

Comments:

86TT CKT

N/A	Completed	
☐	☐	DTT received lockout relay
☐	☐	Relay DC check
☐	☐	Appropriate relay output contacts pulsed & lockout relay operation verified
☐	☐	Digital points

Comments:

TRIP CHECK GUIDELINE – TRANSMISSION BUS DIFFERENTIAL

SUBSTATION_____PROJECT _____
TECHNICIAN(S)_____
ENGINEER _____
COMPLETION DATE_____

This checklist is intended to help field personnel in the testing and commissioning of transmission bus differential protection. The checklist is arranged in a logical sequence of testing and commissioning as it relates to issued for construction (IFC) drawings and the physical location of the equipment. For example, the R2 & R3 drawings (one-line & AC schematics) involve checking equipment current and potential circuits to the relays; the R4 drawings (DC schematics) involve testing the DC circuits (trip circuits, close circuits, relay inputs & outputs); followed by testing the relay settings and the final tests involve the DNP and hardwired SCADA points.

GENERAL

N/A	Completed	
☐	☐	Daily tailgate meeting prior to checkout including identification of safety risks, system risks, and work to be performed
☐	☐	A final walk through involving engineering and field operation supervisor(s) must be performed before any piece of equipment is energized.
☐	☐	A continuity check must be performed to prove the "R-4s" intended protection and function.
☐	☐	Validate the appropriate ratio, polarity, acb, vcb, and diagnostic tests were performed on equipment to be placed in service. (Maintenance dept.)
☐	☐	Relays connected to time source and time verified.
☐	☐	Trips must be isolated to avoid unwanted operation of in service equipment by tagging, utilizing isolation devices or disconnecting wires. This shall be verified by two personnel

SWITCHYARD EQUIPMENT

Current transformers

N/A	Completed	
☐	☐	Perform visual inspection and confirm all cables and conductors terminated per R3 and R13 drawings
☐	☐	Verify CT's in use are unshorted & properly grounded
☐	☐	Verify CT's not in use are shorted with jumpers & properly grounded
☐	☐	Check CT Polarity
☐	☐	Check CT Ratio
☐	☐	Perform secondary current injection and confirm phasing and connections at CT junction point and/or 87B relay
☐	☐	Perform Primary current injection (if applicable)

Comments

TRIP CHECK GUIDELINE – TRANSMISSION BUS DIFFERENTIAL

BUS DIFFERENTIAL PROTECTION

87B Relay (587Z)

Perform Relay Tests

N/A	Completed	
☐	☐	Perform DC checks (Power Supply & Inputs)
☐	☐	Test High impedance differential element settings
☐	☐	Test Overcurrent alarm & trip settings (if applicable)
☐	☐	Test any other TRIP and SEL Logic Variable equations/elements
☐	☐	Verify Output contacts
☐	☐	Test alarms, analogs, and inputs
☐	☐	Verify Display points
☐	☐	Verify passwords changed
☐	☐	Relay connected to SEL-203x & communications verified

86B Lockout Relay

N/A	Completed	
☐	☐	Perform DC checks
☐	☐	Perform trip check of lockout relay

Verify trip and lockout of all connected equipment/devices (list equipment below – e.g. breaker or circuit switcher identification)

N/A	Completed	
☐	☐	_____
☐	☐	_____
☐	☐	_____
☐	☐	_____
☐	☐	_____
☐	☐	_____
☐	☐	_____

86BF Lockout Relay

N/A	Completed	
☐	☐	Perform DC checks
☐	☐	Perform trip check of lockout relay

Verify trip and lockout of all connected equipment/devices (list equipment below – e.g. breaker or circuit switcher identification)

N/A	Completed	
☐	☐	_____
☐	☐	_____
☐	☐	_____
☐	☐	_____
☐	☐	_____
☐	☐	_____
☐	☐	_____

TRIP CHECK GUIDELINE – TRANSMISSION BUS DIFFERENTIAL

SCADA/DNP Checkout (Confirmed with SCADA System/ECC)

N/A	Completed	
☐	☐	Verify all Control & Indications
☐	☐	Verify all Alarms
☐	☐	Verify all Analog values
☐	☐	Verify all Status Points

Comments

FINAL COMMISSIONING OF BUS DIFFERENTIAL PROTECTION

N/A	Completed	
☐	☐	Prior to energization confirm that all new switchyard equipment and/or modifications to existing equipment has been thoroughly tested and ready for energization with grounds removed
☐	☐	Verify all switchyard device CT's are connected and unshorted
☐	☐	Place 86BF in service (close all TS's and trips to and from lockout)
☐	☐	Open all 86B trip TS's
☐	☐	Turn power on to 87B and close 87B TS's including trips to the 86B (leave open any TS's tripping the 86BF)
☐	☐	Measure and record the pre-energization differential voltage and current values using the 587Z display and verify well below trip settings and reasonably close to 0 87A_____V 87B_____V 87C_____V IA_____A IB_____A IC_____A
☐	☐	Energize switchyard equipment
☐	☐	Measure and record the post-energization differential voltage and current values using the 587Z display, compare with pre-energization values, and verify well below trip settings and reasonably close to 0 87A_____V 87B_____V 87C_____V IA_____A IB_____A IC_____A
☐	☐	Measure currents entering 87B at current TS jacks and verify near 0 and compare with display
☐	☐	Measure currents contribution from each switchyard cable using amp clamp at terminal blocks and verify sum is effectively 0
☐	☐	Place all TS's (trips) in-service

Comments

REVISED GUIDELINES UPDATED FEB 2017

TESTED BY:	TECHNICIAN'S FULL NAME (RICK FERRARO)
DIVISION:	AUSTIN ENERGY
LOCATION:	FULL NAME OF STATION (STONEY RIDGE)
NMV:	USE THE HIGHEST VOLTAGE THAT THE RELAY IS CONNECTED TO VIA PT OR CT: **345000, 138000, 69000, 35000, 12470, 115** FOR A LOCKOUT (86): NMV IS THE HIGHEST VOLTAGE BREAKER THAT CAN BE TRIPPED BY THAT LOCKOUT
PANEL_NUM	**1, 2, 3--** IN THE HOUSE; **UNIT 2, UNIT 3, UNIT 4**-- IN THE SWITCHGEAR
EQUIP NUM:	JV-961, TR-1004, HC-963, SL-7, HV-965, BA-101112
DEVICE:	SEL-387, SEL-351S-7, SEL-351-6, RFL-9300, KF, CO-9, IAC53
ANSI:	21, 50, 51, 62, 79, 81, 85, 86, 87, 87B, 87L, 87T
RELAY_FUNC:	USE PRIMARY FUNCTION THAT IS LABELED **FIRST**. **DISTANCE, DIFFERENTIAL, OVERCURRENT, BREAKER FAILURE.** EXAMPLE: 21/79 WOULD BE 'DISTANCE' (LEAVING OUT RECLOSER)
MANUFAC:	MUST SPELL OUT…SCHWEITZER, RFL, ASEA BROWN BOVERI, GENERAL ELECTRIC, BASLER
RELAY_MODEL:	0311C01H2425461, 264C901A07
IL_IB:	SEL-311L MANUAL, SEL-487V MANUAL, RFL-9300 MANUAL
SERIAL_NUM:	200103746798; EM RELAY {EQUIP ANSI} HV-123 86T, CC-3 51N
BULK_ES:	**"Y":** LINES **>100KV**, OR ANY EQUIPMENT ASSOCIATED WITH AN AUTO TRANSFORMER (REGARDLESS OF VOLTAGE) **"N"**: LINES **<100KV** OR ANY EQUIPMENT ASSOCIATED WITH A DISTRIBUTION TRANSFORMER (REGARDLESS OF VOLTAGE) EXAMPLE: **XFMR DIFF=138KV HIGH SIDE** WILL STILL BE **"N"**
MAINT_INT:	ELECTROMECHANICAL = **48** MONTHS, MICROPROCESSOR, OR EM OPCHECK = **120** MONTHS
PREV_DATE:	IF IT IS KNOWN ENTER IT, OTHERWISE ENTER THE CURR DATE
CURR_DATE:	THIS WILL AUTOPOPULATE ONCE TEST ROUTINE IS SAVED
NEXT_DATE:	THIS WILL AUTOPOPULATE ONCE MAINTENANCE INTERVAL IS ENTERED AND CURRENT TEST DATE IS POPULATED.
TESTSET_CAL:	USE STICKER TEST SET CALIBRATION DATE ON TEST SET. THIS NEEDS TO BE WITHIN ONE CALENDAR YEAR FROM DATE YOU ARE TESTING RELAY ON.

PRE-ENERGIZATION CHECKLIST

Employees:_____ **Date:**_____
Station:_____ **Project:**_____

- ☐ Verify that RSO transmittal has been signed by Relay Setting Engineer
- ☐ Have all Relay Settings verified by Relay Setting Engineer
- ☐ Verify that all PT circuits are fused and connected per AC Schematics
- ☐ Verify that all CT circuits are connected per AC Schematics and un-shorted
- ☐ Verify that all CT, PT, control, and alarm circuits are lugged and tightened properly
- ☐ Verify that all prints are hi-lighted and complete
- ☐ Review and verify that the engineering trip check guidelines are completed and signed
- ☐ Verify that all communication avenues are up and talking
- ☐ Verify that there are no alarms locally or at Control Center
- ☐ Verify that device labeling is correct or a temporary label is in place
- ☐ Perform visual inspection of work performed verifying any temporaries have been removed and/or disconnected devices/wiring have been put back in service or properly tagged
- ☐ Verify that all test switches are closed
- ☐ Verify that no grounds are installed on equipment to be energized
- ☐ Verify that no phasing is required before energization
- ☐ Verify that the equipment to be energized is open

Comments:_____
_____
_____
_____
_____

Completion Date: _____

Signature: _____

Signature: _____

Relay Commissioning and Testing Requirements

AE-RLY

4	Equipment Orientation Check (3.3)	7/31/2018	David Bowles
3	Signature Requirement Edits (8.2)	7/2/2018	David Bowles
2	Testing Scheme Edits and Review	4/11/2018	David Bowles
1	Original Document		
No	Revision	Review	Approver

Relay Commissioning and Testing Requirements

1. Scope

1.1. This document provides the general guidelines and procedures required to commission various relay schemes throughout AE's utility system, but does not cover all possible scenarios.

1.2. With various diagnostic testing tools, this task performs the commissioning and testing of the relay package and associated monitoring and control devices.

2. References

2.1. Austin Energy Safety Manual

2.2. Tailboard

2.3. ESD Relay Construction Process

2.4. ESD Relay Construction Work Instructions

2.5. Guidelines for RTS

2.6. Pre-Energization Checklist

2.7. Equipment Manufactures Instruction Manuals and Drawings

2.8. Trip Check Guidelines

2.9. Net Zero Form

2.10. Voltage and Current Readings Checklist When Applicable

2.11. Relay Asset Form

3. Precautions

3.1. Perform tailboard, wear proper PPE, and know employees responsibility for safety.

3.2. Always isolate energy sources.

3.3. Prior to performing any connections or testing, verify equipment orientation (Are the CT's going to the proper relaying, CT's, Phases? Is the direction of protection CT wiring on the correct side of breaker and looking in the proper direction-Bus relaying polarity looking through breaker towards bus, Line relaying polarity looking through breaker towards line?).

3.4. Prior to performing any relay trip testing, determine if any transfer trip and breaker failure schemes are present and take the necessary precautions.

3.5. Always disable applicable trip outputs prior to any testing with RED trip isolator boots. The disabled trips should be verified for accuracy by a second technician (when available) and switch covers placed back in service.

3.6. Always verify (with a meter) that only the expected Trip 1, Trip 2 voltages are present before closing assigned test switches on all lockout trip checks (86B, 86BF, 86TT, 86T, 86C etc…). This check should be done by turning the assigned DC off and back on at the breaker panel.

3.7. Be aware of the proper sequence when closing CT/PT knife switches prior to closing trip switches.

3.8. Before measuring resistance with a multi-meter, always check for standing voltage across open contacts.

3.9. Identify equipment to be worked on and protection schemes impacted by equipment (i.e. Bus Tie Breaker involves two bus schemes when commissioning one bus remain cognizant on impact to second bus. Transmission line relays impact other substation transmission line is tied to for example transfer trip).

4. Equipment Used

4.1. Multimeter

4.2. Relay Test Set

4.3. Equipment Manufactures Instruction Manuals and Leaflets

4.4. 3 Phase Meter

4.5. Test leads rated for task, paddles, etc.

4.6. Phasing Sticks (meters), note - use anytime bus has been modified, rebuilt or is a new build and anytime a line connected to a substation device has been reconfigured or reconductored, etc.

5. Acceptance Criteria

5.1. Relay commissioning work instruction insures that the complete protection package operates as designed. This includes all auxiliary relays, communication schemes and if functional testing.

6. Procedure

6.1. Drawing Check Acceptance

6.1.1. There shall be only one set of drawings used for circuit highlighting for all checkouts. The set of acceptance drawings shall be used by the technician to determine the progress of the testing towards the completion of scheme verification.

7. Cable terminations

7.1.1. All applicable conductors should be landed as per the IFC print package excluding the 86B/BF TRIP cable (12C/#10). This cable will be prepped, lugged, taped, and visibly tagged in the clear until the final stage of the trip check process.

7.1.2. Close inhibits will temporarily be bridged using RED oversized lugged jumpers that are highly visible. Temporary jumpers will be removed during the final termination and checkout of the 86B/BF cable.

7.1.3. All terminations will be verified to be accurate by a second technician as per the IFC drawings.

7.1.4. All prints should be highlighted to verify that they have been cross-checked for accuracy before proceeding to functional testing.

7.2. General Relay Package Commissioning.

7.2.1. Relay Diagnostics: Test each relay using standard RTS test plan for proper function and accuracy. Insure relays are set in accordance with the most current relay settings.

7.2.2. All settable relays that are part of the protection package shall be tested. This may include multiple setting groups in some applications.

7.2.3. Verify proper relay settings (CT ratio matches drawing, logic settings on correct output, proper relay identification etc…). Do not make changes without informing relay engineering.

7.2.4. Every input and output contact on every relay shall be checked for correct operation.

7.2.5. Test reports shall include relay, date, location, type and style of relay, and firmware version of the device, if applicable. Test reports shall include all expected and actual operating times and/or measurements found of the tested devices.

7.2.6. If logic changes or elements are enabled those need to be tested. Changes of values with no new logic or new elements enabled do not require testing after initial RTS testing of relay.

7.3. Functional Testing

7.3.1. Relay Scheme Testing

7.3.1.1. Every AC "Potential and Current" and DC "Control and Alarm" circuit shall be checked for correctness versus the schematic diagrams that have been supplied. Every circuit that is verified shall be highlighted on the set of acceptance drawings as to prove each wire and circuit has been checked for correctness. Any discrepancy found in the drawings or wiring shall be reported to engineering so a determination can be made as to the corrective action.

7.3.2. AC Circuits

7.3.2.1. High current injection should be done on the distribution switchgear throat through distribution breaker and with transmission through the breakers. Secondary current will be used on transmission systems and any distribution that allows access. An existing breaker used for relay upgrade with previous CT testing only needs secondary current injection. Approx. .5 – 1 amp AC current shall be connected to the terminals of each individual CT so each phase can be checked for magnitude and polarity in all relays, proper CT going to proper relay or meter and test switches. FT shorting switches shall be checked for proper operation and isolation.

7.3.2.2. All CT circuits shall be checked for a single ground on any CT circuit.

7.3.2.3. All AC voltage circuits shall be tested that no shorts exists before energizing and verified that only one ground exists for each circuit. A voltage of at least 67 volts shall be applied at the PT junction box or PT cabinet so each phase can be checked to verify that it is correct in all meters, relays, and any other device that may be connected. FT switches shall be checked for proper operation and isolation.

7.3.2.4. All CT and PT circuits should be highlighted to verify they have been checked.

7.3.3. DC Circuits

7.3.3.1. Every DC Close, Trip 1, Trip 2, and relay control scheme shall have every circuit checked. DC circuit checks shall consist of verifying, starting from the battery bank to the DC panels, that polarity, conductor size, fuse size, and breaker size match the provided schematics. Each circuit shall be checked for shorts, grounds, and correct polarity.

7.3.3.2. Each DC circuit shall be checked for complete accuracy versus the supplied schematics. As circuits are checked, each input and output from any electromechanical or microprocessor relay shall be verified via display, computer, and/or manual operation. Electromechanical and microprocessor relays shall have all inputs and outputs highlighted on the acceptance drawing set to indicate they have been checked.

7.3.3.3. Any DC circuit that has a backup DC or AC source shall be checked for correct operation, polarity, grounds, and voltage levels.

7.3.4. Communications Schemes

7.3.4.1. Every communication port on all relays, meters, and other devices shall be verified that they are working correctly. This includes SEL data to 2032s, SEL protection channels between Jungle Mux or other multiplexer equipment, DNP SCADA communications to the communications processor, RTAC, or RTU, and all Ethernet connections to 2032s, relays, meters, and other equipment. There is also communications from the transformer tap changer controls along with temperature sensors that communicate with other Intelligent Electronic Devices (IEDs). The communications shall be a combination of fiber multimode, single mode, and plastic type and copper RS-232, RS-485, and Ethernet type connections.

7.3.4.2. The relay protective communications will be extensively tested during scheme tests and end to end testing.

7.3.5. Scheme Checkout (**Note: all schemes should be tested to logic programmed for the relay which may differ from the basic following guidelines for each scheme**)

7.3.5.1. Transmission relay schemes shall be fully tested via end-to-end tests including communications. The minimum tests to be performed are the following:

7.3.5.2. Current Differential Schemes (see Line Relay Trip Check Guideline)

7.3.5.3. These relays shall have fault values injected via a test set from each end of the line to verify proper tripping for in-line faults and proper restraint for out-of-line faults. The relays shall have their direct transfer trip functions checked from each terminal for DTT receive and transmit conditions. All inputs from breaker failure relays, control switches shall actually be simulated and verified that they operate the DTT channels correctly. Reclosing shall be blocked for all DTT operations. The circuit breaker shall be operated for each one of these tests to prove the entire system. Each trip to Trip 1 and Trip 2 shall be independently verified by disabling the other trip circuit while testing. Phase and ground elements shall be checked independently for proper pickup and operation. All alarms that go to annunciators, relay displays and SCADA shall be verified to SCADA engineering. The 87 test switch for these schemes shall have each position verified for correct operation. Protection trips shall be tested with normal and failed communications. All data transmitted via communications shall be tested and verified. Proper operation of the relay for all operations shall be verified and documented.

7.3.6. POTT Impedance/Time Stepped Schemes (see Line Relay Trip Check Guideline)

7.3.6.1. These relays shall have fault values injected via a test set to verify proper tripping for in-line faults and proper restraint for out-of-line faults. The Zone 1, 2, 3, and 4 elements shall be tested for reach, targeting and distance measurement by the relay. The relays shall have their direct transfer trip functions checked from each terminal for DTT receive and transmit conditions. All inputs from breaker failure relays, control switches shall actually be simulated and verified that they operate the DTT channels correctly. Reclosing shall be blocked for all DTT operations. Reclosing for Zone 1 and Zone 2 Communication Trips shall be verified and Zone 2 Time, Zone 3 and Zone 4 shall be verified for no reclosing. The circuit breaker shall be operated for each one of these tests to prove the entire system. Each trip to Trip1 and Trip 2 shall be independently verified by disabling the other trip circuit while testing. Phase and ground elements shall be checked independently for proper pickup and operation. All alarms that go to annunciators, relay displays and SCADA shall be verified to SCADA engineering. Protection trips shall be tested with normal and failed communications. All data transmitted via communications shall be tested and verified. Proper operation of the relay for all operations shall be verified and documented.

7.3.7. Breaker Failure Schemes (see Line Relay Trip Check Guideline)

7.3.7.1. These relays shall have fault values injected via a test set to verify proper re-tripping of the circuit breaker and to verify all appropriate breaker failure and other timed delayed lockout trips. Breaker failure initiated from the proper trip coils shall be tested under actual trip conditions and verified and documented. The breaker failure can have a classic type, a 52A switch type scheme, or SF6 arming and tripping type scheme employed. SCADA and control switch operation shall not initiate breaker failure and shall be checked and verified. Proper operation of the relay for all operations shall be verified and documented.

7.3.7.2. All breaker failure schemes need to be tested with a GO- 2 NO GO test. NO GO is with current or BFI only. GO is with both current and BFI.

7.3.8. High Voltage Bus Differential Relay - SEL-587z (see Trip Check Guideline- Transmission Bus Differential)

7.3.8.1. This relay shall have fault values injected via a test set to verify over-current and current differential elements for proper tripping of high voltage bus faults. The relay shall trip an 86 bus differential lockout (86B1). 86B1 shall trip and lockout all high voltage devices (i.e. line breakers, circuit switchers, and capacitor bank breakers). Each close inhibit and trip to Trip1 and Trip 2 shall be independently verified by disabling the other trip circuit while testing. All phase and differential elements for all windings shall be checked independently for proper pickup and operations. All alarms that go to RTUs and SCADA shall be verified to SCADA engineering. All data transmitted via communications shall be tested and verified. Proper operation of the relay for all operations shall be verified and documented.

7.3.8.2. After trip checks are complete and the 86B lockout is reset, verify that no trip DC is present before closing any 86B test switches. A second technician will be consulted before closing any 86B test switches when available.

7.3.8.3. Also located on the Bus Diff panel shall be an 86 breaker failure lockout (86BF1). 86BF1 shall trip and lockout all high voltage devices (i.e. line breakers, circuit switchers, and capacitor bank breakers). Each close inhibit and trip to Trip1 and Trip 2 shall be independently verified by disabling the other trip circuit while testing. Breaker failure trips from all breaker fail relays shall trip the 86BF1. All alarms that go to RTUs and SCADA shall be verified to SCADA engineering.

7.3.8.4. After trip checks are complete and the 86BF lockout is reset, verify that no trip DC is present before closing any 86BF test switches. A second technician will be consulted before closing any 86BF test switches when available.

7.3.9. Distribution relay schemes shall be fully tested including communications. The minimum tests to be performed are the following:

7.3.10. Primary Feeder Relay (see Trip Check Guideline-Unit Switchgear)

7.3.10.1. These relays shall have fault values injected via test set to verify proper tripping for in-line faults. The relays shall have their breaker failure functions checked. Reclosing shall be blocked for all high set phase and ground over current operations. The circuit breaker shall be operated for each one of these tests to prove the entire system. Each trip to Trip 1 and Trip 2 shall be independently verified by disabling the other trip circuit while testing. All phase and ground elements shall be checked independently for proper pickup and operation. All alarms that go to annunciators, relay displays and SCADA shall be verified to SCADA engineering. All data transmitted via communications shall be tested and verified. Proper operation of the relay for all operations shall be verified and documented.

7.3.11. Current Differential Schemes Tie Breaker (see Trip Check Guideline-Unit Switchgear)

7.3.11.1. These relays shall have fault values injected via a test set to verify proper tripping for in-line faults and proper restraint for out-of-line faults. The relays shall have their direct transfer trip functions checked from each terminal for DTT receive and transmit conditions. All inputs from breaker failure relays and control switches shall actually be simulated and verified that they operate the DTT channels correctly. Reclosing shall be blocked for all DTT operations. The circuit breaker shall be operated for each one of these tests to prove the entire system. Each trip to Trip1 and Trip 2 shall be independently verified by disabling the other trip circuit while testing. Phase and ground elements shall be checked independently for proper pickup and operations. All alarms that go to annunciators, relay displays and SCADA shall be verified to SCADA engineering. The 87 test switch for these schemes shall have the position verified for correct operation. Proper operation of the relay for all operations shall be verified and documented.

7.3.12. Backup Over current/Breaker Failure Relay (see Trip Check Guideline-Unit Switchgear)

7.3.12.1. All phase and ground elements shall be checked independently for proper pickup and operations. These relays shall have fault values injected via a test set to verify proper re-tripping of the circuit breaker and to verify all appropriate breaker failure and other timed delayed lockout trips. Breaker failure initiated from the proper trip coils shall be tested under actual trip conditions and verified and documented. The breaker failure can have a classic type, 52A switch type scheme, or SF6 arming and tripping type scheme employed. SCADA and control switch operation shall not initiate breaker failure and shall be checked and verified. Proper operation of the relay for all operations shall be verified and documented.

7.3.12.2. All breaker failure schemes need to be tested with a GO- 2 NO GO test. NO GO is with current or BFI only. GO is with both current and BFI.

7.3.13. Transformer Differential Relays (see Trip Check Guideline-Unit Switchgear)

7.3.13.1. These relays shall have fault values injected via a test set to verify proper tripping for internal faults and restraint for external faults. The circuit breaker and lockouts shall be operated for each one of these tests to prove the entire system. Each trip to Trip 1 and Trip 2 shall be independently verified by disabling the other trip circuit while testing. All phase, ground, and differential elements for all windings shall be checked independently for proper pickup and operations. All alarms that go to annunciators, relay displays, and SCADA shall be verified SCADA engineering. All data transmitted via communications shall be tested and verified. Proper operation of the relay for all operations shall be verified and documented.

7.3.14. SCADA Testing

7.3.14.1. SCADA testing and verification shall be broken down into three distinct areas: Control, Analogs, and Status-Alarms. These SCADA points shall be generated by a combination of hardwired points and DNP points originating IEDs with the majority of the points being DNP. The project point list along with the relay drawing package identifies the points required for checkout. Some points are general alarms and therefore require that each individual alarm summed by the general alarm must be verified as well.

7.3.14.2. Testing shall be checked as per the following paragraphs:

7.3.14.2.1. Controls

7.3.14.2.1.1. Energy Control Center (ECC) shall issue each type of control and the end device (e.g. transformer tap changer (voltage increases or decreases based on raise or lower command some LTC's ie. auto's work in reverse LTC raise lowers voltage and LTC lower raises voltage), circuit breaker, recloser cutoff, etc.) shall operate properly and provide the correct indication back to ECC.

7.3.14.2.2. Analogs

7.3.14.2.2.1. All analogs outputs from relays and meters shall have test voltage and currents injected into them from 0 through full scale positive and negative and verify that all alarm limits on SCADA, along with individual values on the one-line and tabular pages, are correct. Relay and meter displays as well as any other device shall be verified and recorded.

7.3.14.2.3. Alarms

7.3.14.2.3.1. All alarms shall be generated from the alarm device and verified to the annunciator, LED indication in the RTU, relay, meter or other device all the way to the ECC for complete verification. Checking alarms from point to point at the substation is not acceptable. For example, the tester must go to the breaker mechanism and simulate a loss of SF6 at the breaker and verify that it comes to the breaker annunciator, then the correct alarm point lights up in the RTU and the alarm actually appears on the correct screens at ECC. For stations that use relays instead of conventional RTUs, the tester shall verify the alarm shows up at the relay via display or relay word bit and then verify that the alarm actually appears on the correct screens at ECC. This procedure shall used to check every alarm in the station.

7.3.15. Perform trip checks from all outputs to associated devices checking for actuation of device.

7.3.16. Where lockout relays are present, the trip outputs of the lockout relay shall be disabled and the lockout relay operated by all of the protective relays. All contacts from the lockout relay will then be operated to the device. After trip checks are complete and the lockout is reset, verify that no trip DC is present before closing any lockout test switches. A second technician will be consulted before closing lockout test switches when available.

7.3.17. Relay Settings: Verify all relays are set in accordance with the most current relay settings when testing is complete. Verify proper relay settings (CT ratio matches drawing, logic settings on correct output, proper relay identification etc…). Do not make changes without informing relay engineering.

7.3.18. Relay Alarm Outputs: If applicable, verify all relay alarm outputs are received locally and by Dispatch through SCADA.

7.4. Complete Trip Check Guidelines and the pre-energizing checklist before Energizing and/or Commissioning.

7.5. Commissioning

7.5.1. Verify with quick metering glance all readings are reasonable to identify potential problems before performing other steps.

7.5.2. Take load reads of any CT's that were added to existing relay protection schemes (ex. Buss CT, XFMR CT).

7.5.3. Take snapshot of all relays with load. Compare to other relay loads to verify accuracy and correct reading. Snapshots to be taken anytime a piece of equipment is placed into service.

7.5.4. Complete Net Zero Form.

8. Record Retention

8.1. Compile all test forms, drawings, and ISO documents and submit to Supervisor for record retention.

8.1.1. Scanned as-Builts.

8.1.2. RTS Reports.

8.1.3. NetZero Form.

8.1.4. Trip Check Guidelines.

8.1.5. Pre-EnergizationChecklist.

8.1.6. RSO Settings Checklist.

8.1.7. Print Transmittal.

8.1.8. In-Service Meter Snapshots.

8.1.9. Relay Asset Form.

8.2. Drawing set highlighted for circuit testing shall be signed by the technician that is clear and legible (print full name, date and sign).

8.3. File name of documents should be CASCADE equip number, WO number, date, test title and equipment description.

8.4. Supervisor to submit completed records to PowerBase Administrator in electronic form.

8.5. Relay Asset Form to include all relays added and removed from service with clear notes indicating addition or removal.

9. Comments:

9.1. Document any tests not completed and why not. Protection and Control Engineering Relay Support authorization is required for any tests not completed. Note the person's name that made the authorization.

9.2. Document all changes that were made and authorizing engineer and any user comments or reference information as required.

Net Zero Calculations

Station or Bus Metering Values (+) =out (-)= in

	MW In	MVAR In	Amps In
Summation	0.00	0.00	0.00
	MW Out	MVAR Out	Amps Out
	0.00	0.00	0.00
	MW Total	MVAR Total	Amps Total
	0.00	0.00	0.00

Equipment	MW	MVAR	Amps

Substation: _____

Signature: _____

Date: _____

Rev. 2

VOLTAGE READINGS CHECKSHEET

Location:
Date:
By:

Ref. Pnl:
Sys. KV:
PTR:
Trm Blk:
Rotation:

Breaker:
Line#:
Xfrm:
Cap bnk:

<u>VOLTAGE</u>:
PT RATIO X SEC=PRI VOLTAGE P-N
X (SQRT 3)=PRI VOLTS P-P

			C Phase		*B Phase*		*A Phase*		*Comparison*	
Dev. No.	PTR	Term.	VOLTS	Angle	VOLTS	Angle	VOLTS	Angle	Cal	Sel

VOLTAGE READINGS CHECKSHEET

Location:
Date:
By:

Ref. Pnl:
Sys. KV:
PTR:
Trm Blk:
Rotation:

Breaker:
Line#:
Xfrm:
Cap bnk:

VOLTAGE:
PT RATIO X SEC=PRI VOLTAGE P-N
X (SQRT 3)=PRI VOLTS P-P

			C Phase		*B Phase*		*A Phase*		*Comparison*	
Dev. No.	PTR	Term.	VOLTS	Angle	VOLTS	Angle	VOLTS	Angle	Cal	Sel

TRIP CHECK GUIDELINE - UNIT SWITCHGEAR

SUBSTATION:_____UNIT SUB: _____
TECHNICIAN(S):_____
ENGINEER: _____
COMPLETION DATE: _____

This checklist is intended to help field personnel in the testing and commissioning of unit substation transformers & switchgears. The checklist is arranged in a logical sequence of testing and commissioning as it relates to issued for construction (IFC) drawings and the physical location of the equipment. For example, the R2 & R3 drawings (one-line & AC schematics) involve checking equipment current and potential circuits to the relays; the R4 drawings (DC schematics) involve testing the DC circuits (trip circuits, close circuits, relay inputs & outputs); followed by testing the relay settings and the final tests involve the DNP and hardwired SCADA points.

GENERAL

N/A	Completed	
☐	☐	Daily tailgate meeting prior to checkout including identification of safety risks, system risks, and work to be performed
☐	☐	A final walk through involving field operation supervisor(s) or designated lead must be performed before any piece of equipment is energized.
☐	☐	A continuity check must be performed to prove the "R-4s" intended protection and function.
☐	☐	Validate the appropriate ratio, polarity, acb, vcb, and diagnostic tests were performed on equipment to be placed in service. (Maintenance dept.)
☐	☐	Relays connected to time source and time verified.
☐	☐	Trips must be isolated to avoid unwanted operation of in service equipment by tagging, utilizing isolation devices or disconnecting wires. This shall be verified by the relay supervisor or designated lead.

SWITCHYARD EQUIPMENT

High Side Interrupting Device(s) (CS or Breaker)

N/A	Completed	
☐	☐	Verify AC control power
☐	☐	Verify DC control power
☐	☐	High priority alarm
☐	☐	Low priority alarm
☐	☐	Low gas alarm (if applicable)
☐	☐	Local annunciator DCF and alarms alarm

High Side Current Transformers (CT's)

N/A	Completed	
☐	☐	Perform visual inspection and confirm all cables and conductors terminated per R3 and R13 drawings
☐	☐	Verify CT's in use are unshorted & properly grounded
☐	☐	Verify CT's not in use are shorted with jumpers & properly grounded
☐	☐	Check CT Polarity
☐	☐	Check CT Ratio
☐	☐	Perform secondary current injection and confirm phasing and connections at CT junction point and/or 87B relay
☐	☐	Perform Primary current injection (if applicable)

TRIP CHECK GUIDELINE - UNIT SWITCHGEAR

Low Side Current Transformers (CT's)

N/A	Completed	
☐	☐	Perform visual inspection and confirm all cables and conductors terminated per R3 and R13 drawings
☐	☐	Verify CT's in use are unshorted & properly grounded
☐	☐	Verify CT's not in use are shorted with jumpers & properly grounded
☐	☐	Check CT Polarity
☐	☐	Check CT Ratio
☐	☐	Perform secondary current injection and confirm phasing and connections at CT junction.
☐	☐	Perform Primary current injection (if applicable)

CONTROL HOUSE

Wiring

N/A	Completed	
☐	☐	Check test switch wiring
☐	☐	Check terminal block wiring

Comments:

HIGH SIDE INTERRUPTING DEVICE

Perform DC Circuit Tests

N/A	Completed	
☐	☐	Close circuit
☐	☐	Trip circuit 1
☐	☐	Trip circuit 2 (if applicable)
☐	☐	Relay output contacts pulsed, and appropriate open/close operation verified

Breaker /Circuit switcher

N/A	Completed	
☐	☐	Verify AC control power
☐	☐	Verify DC control power
☐	☐	High priority alarm
☐	☐	Low priority alarm
☐	☐	Low gas alarm (if applicable)
☐	☐	Annunciator DCF, and alarms
☐	☐	CT Visual inspection
☐	☐	CT's in use are unshorted & properly grounded
☐	☐	CT's not in use are shorted with jumpers & properly grounded
☐	☐	Primary current injection (if applicable)

Comments:

TRIP CHECK GUIDELINE - UNIT SWITCHGEAR

50/51H Relay (351S)

N/A	Completed	
☐	☐	Status of inputs verified (DC check)
☐	☐	Relay settings tested
☐	☐	TRIP equation
☐	☐	Verify output contacts
☐	☐	Verify display points
☐	☐	Test Overcurrent, alarm & trip settings
☐	☐	Circuit switcher failure time delay
☐	☐	Strong breaker scheme & block trip
☐	☐	Passwords changed
☐	☐	Relay connected to SEL Comm Processor & communications verified

86BF1 Lockout Relay

N/A	Completed	
☐	☐	Relay DC check
☐	☐	Appropriate relay output contacts pulsed & lockout relay operation verified

SCADA/DNP Checkout (Confirmed with SCADA System/ECC)

N/A	Completed	
☐	☐	Verify all Control & Indications
☐	☐	Verify all Alarms
☐	☐	Verify all Analog values
☐	☐	Verify all Status Points

Comments:

TRANSFORMER

N/A	Completed	
☐	☐	AC control power to transformer checked
☐	☐	DC control power to transformer checked
☐	☐	High priority alarm
☐	☐	Low priority alarm
☐	☐	Sudden pressure relay
☐	☐	Local annunciator DCF and alarms alarm

87T Relay (387)

N/A	Completed	
☐	☐	Status of inputs verified (DC check)
☐	☐	Relay settings tested
☐	☐	TRIP equation
☐	☐	Verify output contacts
☐	☐	Verify display points
☐	☐	Percentage differential elements
☐	☐	Test Overcurrent, alarm & trip settings
☐	☐	Passwords changed
☐	☐	Relay connected to SEL Comm Processor & communications verified

TRIP CHECK GUIDELINE - UNIT SWITCHGEAR

86T Lockout Relay

N/A	Completed	
☐	☐	Relay DC check
☐	☐	Appropriate relay output contacts pulsed & lockout relay operation verified

SCADA/DNP Checkout (Confirmed with SCADA System/ECC)

N/A	Completed	
☐	☐	Verify all Control & Indications
☐	☐	Verify all Alarms
☐	☐	Verify all Analog values
☐	☐	Verify all Status Points

Comments:

LOW SIDE MAIN BREAKER

DC circuits

N/A	Completed	
☐	☐	Close circuit
☐	☐	Trip circuit 1
☐	☐	Trip circuit 2 (if applicable)
☐	☐	Relay output contacts pulsed and appropriate open/close operation verified

87B Relay (587Z)

N/A	Completed	
☐	☐	Status of inputs verified (DC check)
☐	☐	Relay settings tested
☐	☐	TRIP equation
☐	☐	Verify output contacts
☐	☐	Verify display points
☐	☐	Test Overcurrent, alarm & trip settings(if applicable)
☐	☐	Perform Primary current injection and validate C.T. contribution(if applicable)
☐	☐	Passwords changed
☐	☐	Relay connected to SEL Comm Processor & communications verified

50/62M Relay (351S)

N/A	Completed	
☐	☐	Status of inputs verified (DC check)
☐	☐	Relay settings tested
☐	☐	TRIP equation
☐	☐	Verify output contacts
☐	☐	Verify display points
☐	☐	Test Overcurrent, alarm & trip settings
☐	☐	Circuit switcher failure time delay
☐	☐	Passwords changed
☐	☐	Relay connected to SEL Comm Processor & communications verified

TRIP CHECK GUIDELINE - UNIT SWITCHGEAR

86B lockout relay

N/A	Completed	
☐	☐	Relay DC check
☐	☐	Appropriate relay output contacts pulsed & lockout relay operation verified

86BF2 lockout relay

N/A	Completed	
☐	☐	Relay DC check
☐	☐	Appropriate relay output contacts pulsed & lockout relay operation verified

SCADA/DNP Checkout (Confirmed with SCADA System/ECC)

N/A	Completed	
☐	☐	Verify all Control & Indications
☐	☐	Verify all Alarms
☐	☐	Verify all Analog values
☐	☐	Verify all Status Points

Comments:

FEEDER BREAKER #X

DC circuits

N/A	Completed	
☐	☐	Close circuit
☐	☐	Trip circuit 1
☐	☐	Trip circuit 2 (if applicable)
☐	☐	Relay output contacts pulsed and appropriate open/close operation verified

50/51 Relay (351S)

N/A	Completed	
☐	☐	Status of inputs verified (DC check)
☐	☐	Relay settings tested
☐	☐	TRIP equation
☐	☐	Verify output contacts
☐	☐	Verify display points
☐	☐	Test Overcurrent, alarm & trip settings
☐	☐	Under-frequency settings (if applicable)
☐	☐	Passwords changed
☐	☐	Relay connected to SEL Comm Processor & communications verified

TRIP CHECK GUIDELINE - UNIT SWITCHGEAR

50/62 Relay (351-6)

N/A	Completed	
☐	☐	Status of inputs verified (DC check)
☐	☐	Relay settings tested
☐	☐	TRIP equation
☐	☐	Verify output contacts
☐	☐	Verify display points
☐	☐	Test Overcurrent, alarm & trip settings
☐	☐	Retrip & breaker failure time delays
☐	☐	Passwords changed
☐	☐	Relay connected to SEL Comm Processor & communications verified

SCADA/DNP Checkout (Confirmed with SCADA System/ECC)

N/A	Completed	
☐	☐	Verify all Control & Indications
☐	☐	Verify all Alarms
☐	☐	Verify all Analog values
☐	☐	Verify all Status Points

Comments:

FEEDER BREAKER #Y

DC circuits

N/A	Completed	
☐	☐	Close circuit
☐	☐	Trip circuit 1
☐	☐	Trip circuit 2 (if applicable)
☐	☐	Relay output contacts pulsed and appropriate open/close operation verified

50/51 Relay (351S)

N/A	Completed	
☐	☐	Status of inputs verified (DC check)
☐	☐	Relay settings tested
☐	☐	TRIP equation
☐	☐	Verify output contacts
☐	☐	Verify display points
☐	☐	Test Overcurrent, alarm & trip settings
☐	☐	Under-frequency settings (if applicable)
☐	☐	Passwords changed
☐	☐	Relay connected to SEL Comm Processor & communications verified

TRIP CHECK GUIDELINE - UNIT SWITCHGEAR

50/62 Relay (351-6)

N/A	Completed	
☐	☐	Status of inputs verified (DC check)
☐	☐	Relay settings tested
☐	☐	TRIP equation
☐	☐	Verify output contacts
☐	☐	Verify display points
☐	☐	Test Overcurrent, alarm & trip settings
☐	☐	Retrip & breaker failure time delays
☐	☐	Passwords changed
☐	☐	Relay connected to SEL Comm Processor & communications verified

SCADA/DNP Checkout (Confirmed with SCADA System/ECC)

N/A	Completed	
☐	☐	Verify all Control & Indications
☐	☐	Verify all Alarms
☐	☐	Verify all Analog values
☐	☐	Verify all Status Points

FEEDER BREAKER #Z

DC circuits

N/A	Completed	
☐	☐	Close circuit
☐	☐	Trip circuit 1
☐	☐	Trip circuit 2 (if applicable)
☐	☐	Relay output contacts pulsed and appropriate open/close operation verified

50/51 Relay (351S)

N/A	Completed	
☐	☐	Status of inputs verified (DC check)
☐	☐	Relay settings tested
☐	☐	TRIP equation
☐	☐	Verify output contacts
☐	☐	Verify display points
☐	☐	Test Overcurrent, alarm & trip settings
☐	☐	Under-frequency settings (if applicable)
☐	☐	Passwords changed
☐	☐	Relay connected to SEL Comm Processor & communications verified

TRIP CHECK GUIDELINE - UNIT SWITCHGEAR

50/62 Relay (351-6)

N/A	Completed	
☐	☐	Status of inputs verified (DC check)
☐	☐	Relay settings tested
☐	☐	TRIP equation
☐	☐	Verify output contacts
☐	☐	Verify display points
☐	☐	Test Overcurrent, alarm & trip settings
☐	☐	Retrip & breaker failure time delays
☐	☐	Passwords changed
☐	☐	Relay connected to SEL Comm Processor & communications verified

SCADA/DNP Checkout (Confirmed with SCADA System/ECC)

N/A	Completed	
☐	☐	Verify all Control & Indications
☐	☐	Verify all Alarms
☐	☐	Verify all Analog values
☐	☐	Verify all Status Points

BREAKER FAILURE AND BUS LOCKOUT COMMISSIONING

Breaker Fail and Bus lockout

N/A	Completed		
☐	☐	☐	Relay DC check
☐	☐	☐	Use IFC prints and section 19 of the *Relay Commissioning and Testing Requirements* to fill out the In-service Bus Lockout Commissioning Procedure
☐	☐	☐	Use the prints and In-service Bus Lockout Procedure to ensure appropriate relay output contacts are pulsed & lockout relay operation is verified. Attach completed Bus Lockout Commissioning Procedure to trip check guideline

Verification Signature (Relay Supervisor or Designated Lead) (Date)

Co-verification Signature (PCST III or above) (Date)

Comments:

TRIP CHECK GUIDELINE - UNIT SWITCHGEAR

SEL-387-Q -5 -6 Re ay

Com m!ssion·ng Test Wo ksheet

System Information

s m SeH inqs

R[D tRfl...,.- dentl1k-.t Ian, =

J D (Te rn na.l f:d'mt fie ion , -

ax imum transformer Rating) =

	inding 1	nding 2	W	**Winding**
Current transformer connect loot	WICT =	\LIT=	YI'JCT=	W4CT =
Cur.mt b; ii M om-,- Jill:ID:	C/' I '"	CTI =	CTR3 =	CTR4 =
Connection compensaton:	W1CTC =	2CTC =	W3CTC =	W4CTC =
Nominal line-to-line voltage (kV):	VWDG1=	VWDG2=	VWDG3=	VWDG4=
TAP calculation:	T. I=	TAP2 =	TAP3 =	TAP4 =

Differential Settings

087P=	IRS1 =

Metered Load (Data taken from substation panel meters, not the SEL-387)

± Readings from meters	**Winding 1**	**Winding 2**	**Winding 3**	ml 1119 4i
	MW1 =	MW2 =	MW3 =	M ·' =
Ml<CJ illl'illlS!	MVAR1 =	MVAR2 =	MVAR3 =	MVAR4 =
· A c k llom	MVA1 =	MVA2 =	MVA3 =	MVA4 =

MVA calculation:

$$MVAn = \sqrt{MWn^2 + MVARn^2}$$

TRIP CHECK GUIDELINE - UNIT SWITCHGEAR

Calculated Relay Load

	Winding 1		Winding 2		Winding 3		Winding 4	
Primary Amperes calculation:	I1pri =		I2pri =		I3pri =		I4pri =	
Secondary Amperes calculation:	I1sec =		I2sec =		I3sec =		I4sec =	

Primary Amperes calculation:

$$Inpri = \frac{MVAn \bullet 1000}{\sqrt{3} \bullet VWDGn}$$

Secondary Amperes calculation:

$$WnCT = Y, In\ sec = \frac{Inpri}{CTRn}$$

$$WnCT = D, In\ sec = \frac{Inpri \bullet \sqrt{3}}{CTRn}$$

Settings Check

The following check assures zero-sequence current filtering is applied to all necessary transformer windings.

It is essential to use a non-zero Winding CT Connection Compensation (W*n*CTC) setting for all grounded-WYE connected transformer windings with WYE connected CTs.

Verify that no grounded-WYE transformer windings with WYE connected CTs has setting W*n*CTC = 0. Use a setting of 12 instead of 0 for proper zero-sequence current filtering.

Note the following commissioning checks will not detect the failure to properly filter zero-sequence current. Failure to adhere to this check will result in a differential operation for external faults involving ground.

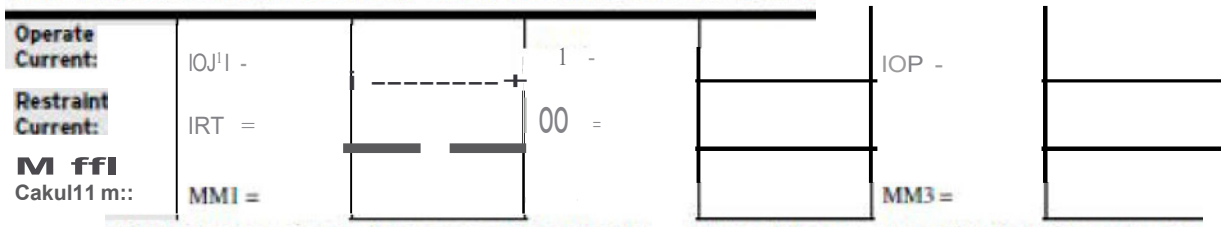
Proper zero-sequence filtering verified?

TRIP CHECK GUIDELINE - UNIT SWITCHGEAR

Connection Check

System l d oodUiowi . ld behight"fthM .l A secondary. 0.5 A secondary i recomm ,ed r ti :-tles, results.

Differential Connection (issue MET DIF <Enter> to serial port or front panel)



lividual current magnitudes, phase angles, and operate and re int currents in an event report if mismatch is not less than

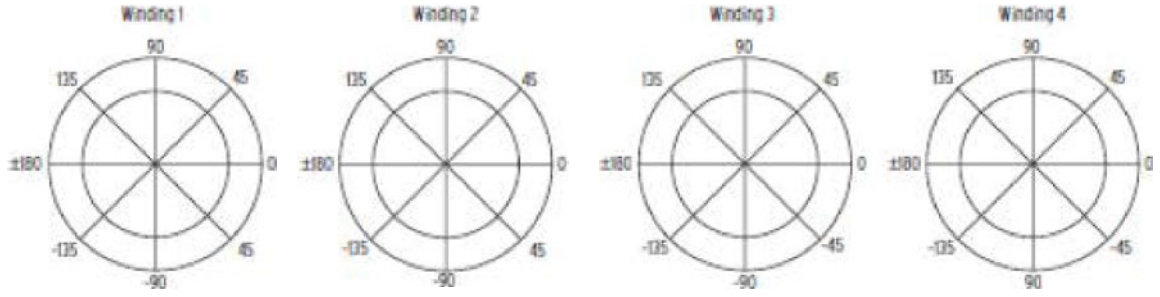
M mak:h C cu!ati

$\frac{I_{OP}}{I_{RT}}$ = IOPti / f TR

Magnit ude, Angle, and Phase Rotat·on Check

Issue **MET** **<Enter>** to the serial port or front panel.

	Winding l	'W nq 2	W1ndl 3,	Winding 4
A.JPhilH lS•amd ·mpn es:	fl I -		IA =	J
A-PhaseA j' •				
B•Pha!R 5ffn_lV ,A·mpu-H:	tEl •l. ,,,	Ill -	m)	mw
B•Pt„ag.A!ft i.:				
C·Phu11 Sea!nd11ry Am r.5:	ICW! ..	••	JC\\ :::	JC ···
- Ph,11a An lr.				



l . Ctlil :olmd rdt pere'i m l MEf EC pe

ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

Solicitation: RFP 1100 DTB3007 **Addendum No:2** **Date of Addendum:** **09/03/2021**

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

I. **Questions:**

Q: Will this be considered as T&E contract or Lump Sum?
A: Post evaluation, awarded contractor(s) shall provide quotes for each individual project in this contract as a lump sum or "Not to exceed amount".

Q: Just for confirmation, no T&E rates are to be submitted at this time, only the pricing for the two sample projects, correct?
A: : **For the sake of evaluation, we are requesting that vendors provide lump sum, or "not to exceed" amount quotes for each sample project, as well as an itemized brake down of time and expense rates used in the calculation of each lump sum amount. It is vital to provide detailed step by step process for the sample scopes of work to assist in evaluation.**

Q: Is there a Cable removal and installation schedule that can be provided for Exhibit A – Project 1 & 2?
A: **Details in attached document**

II. **Additional Information:** Please see the attached additional information.

Authorized Contact: DeJuan Brown
Procurement Specialist III
512-322-6472
DeJuan.Brown@austintexas.gov

III. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: _____
Dejuan Brown, Procurement Specialist III
Purchasing Office, 512-322-6472

ACKNOWLEDGED BY:

Marilyn Ramirez		9/14/2021
Name	Authorized Signature	Date

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

ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

Solicitation: RFP 1100 DTB3007	**Addendum No: 3**	**Date of Addendum:**	**09/07/2021**

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

I. **Clarifications:** Updated Attachment A with attached revision 1.1 adding page numbers.

II. **Additional Information:** Please see the attached additional information.

Authorized Contact: DeJuan Brown
Procurement Specialist III
512-322-6472
DeJuan.Brown@austintexas.gov

III. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: DeJuan Brown Digitally signed by DeJuan Brown DN cn DeJuan Brown, o City of Austin Purchasing Office, ou Financial Services Division, email dejuan.brown@austintexas.gov, c US Date 2021.09.07 10:24:53 -05'00'

Dejuan Brown, Procurement Specialist III
Purchasing Office, 512-322-6472

ACKNOWLEDGED BY:

Marilyn Ramirez		9/14/2021
Name	Authorized Signature	Date

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

EXHIBIT A
Rev 1.1 (090721)

Project #1
Capacitor Banks Scope of Work for Relay Contractor

Purpose

Austin Energy hereinafter referred to as AE, seeks proposals from qualified Contractors to perform installation, wiring terminations, and DC testing for Capacitor Bank Protection upgrade on XX-900 transmission equipment in Scope of Work.

The amount of work actually assigned to the Contractor(s) is highly variable and subject to conditions beyond AE's control. AE shall determine the amount and type of services to be performed based upon a varying schedule of projects. Contractor(s) may not make any claim against AE or the City arising out or resulting from any discrepancy between the quantities of work stated or implied and the actual quantity of work assigned to be performed.

Safety Requirements

Contractor's Safety Representative will be responsible for conducting an on-site daily job briefing with its own crew and any Austin Energy Supervisors, Crew Leaders, Technicians, Electricians, and Inspectors that also happen to be on-site.

When AC and DC cables are terminated in the house AC and DC panels, a Lock Out Tag Out (LOTO) process consisting of at least a "Tag Out" on each circuit breaker shall be performed. Red "OUT OF SERVICE" tags will be installed on the individual breakers, attached with a tie rap, and the tag must be filled out and signed. Tags will be provided by Austin Energy. This is a minimum requirement and the Contractor's policies can exceed the minimum requirement.

Personal Protective Equipment (PPE) such as hard hats, safety steel toe shoes, protective eye wear, etc. shall be worn while in the substation with no exception. Arc flash clothing requirements shall follow the AE Arc Flash Work Procedures GWP.

Scope of Work

1. Transport the relay panels listed below from Justin Lane Service Center (XXX Justin Lane, Austin, Texas) to XX Substation (XXXX, Austin, Texas)

    a. Capacitor Bank Panel each location consisting of SEL 487Vand SEL 351-6 relays.

2. Take out of service, de-energize, and disconnect cables that cannot be reused from each location, substation breaker and remove associated control panel.

3. Install capacitor bank protection panel inside substation control house and wire associated breaker.

4. Install, terminate, and label all control house interconnect CT cables (CT-XX), PT cables (PT-XX), AC cables (AC-XX), DC cables (DC-XX), control cables (C-XX), alarm cables (C-XX), and coaxial (S-XX) cables associated with the panels listed in item #1.

5. Terminate, and label all external CT cables (CT-XX), PT cables (PT-XX), AC cables (AC-XX), DC cables (DC-XX), control cables (C-XX), alarm cables (C-XX), and coaxial (S-XX) cables associated with the panels listed in item #1. AE crews to pull external cables.

6. Function test all associated equipment of new XX-XXX breaker

7. Test and commission all associated relay equipment with Capacitor Bank to verify protection, control, and monitoring.

8. Verify settings to relays have been downloaded and DC checks performed on panel.

9. Verify test switch labels, relay pushbutton labels, and correct relay displays in accordance with relay settings and the drawings associated with this project.

10. Assist Austin Energy personnel during startup to fully energize equipment.

11. Complete and submit all required test forms and procedure checklists.

12. Provide electronic copies of commissioning data according to AE current ISO standards.

13. Austin Energy Technicians will furnish and install all fiber, patch panel, and AC and DC panel equipment.

Notes

Submit a **not to exceed price** for the work scope.

1. Austin Energy Technicians will furnish and install all fiber, patch panel, and AC and DC panel equipment and cables.

2. Austin Energy Technicians will furnish and pull all fiber cables (F-XX).

3. Austin Energy Technicians will also install fiber optic duct and inner duct for substation equipment and relay panels including splicing and terminating of fiber optic cables.

4. Austin Energy Technicians will install fiber cable tray exit fittings.

5. Austin Energy Technicians will install and label all fiber patch cords internal to the control house to individual equipment.

6. Restroom facilities will be provided by Austin Energy.

7. All capacitor bank installs will have differing tentative energization dates and will need to be billed separately per each individual Capacitor Bank Protection install.

Schedule

Austin Energy tentatively expects energization to be: X/XX/202X

EXHIBIT A
Rev 1.1 (090721)

Project #2
LR XX-XXX Scope of Work for Relay Contractor

Purpose

Austin Energy hereinafter referred to as AE, seeks a proposal from qualified Contractors to perform installation, wiring terminations, and DC testing for line protection relay upgrade on Ckt-XXX transmission equipment in Scope of Work.

The amount of work actually assigned to the Contractor(s) is highly variable and subject to conditions beyond AE's control. AE shall determine the amount and type of services to be performed based upon a varying schedule of projects. Contractor(s) may not make any claim against AE or the City arising out or resulting from any discrepancy between the quantities of work stated or implied and the actual quantity of work assigned to be performed.

Safety Requirements

Contractor's Safety Representative will be responsible for conducting an on-site daily job briefing with its own crew and any Austin Energy Supervisors, Crew Leaders, Technicians, Electricians, and Inspectors that also happen to be on-site.

When AC and DC cables are terminated in the house AC and DC panels, a Lock Out Tag Out (LOTO) process consisting of at least a "Tag Out" on each circuit breaker shall be performed. Red "OUT OF SERVICE" tags will be installed on the individual breakers, attached with a tie rap, and the tag must be filled out and signed. Tags will be provided by Austin Energy. This is a minimum requirement and the Contractor's policies can exceed the minimum requirement.

Personal Protective Equipment (PPE) such as hard hats, safety steel toe shoes, protective eye wear, etc. shall be worn while in the substation with no exception. Arc flash clothing requirements shall follow the AE Arc Flash Work Procedures GWP.

Scope of Work

1. Transport the relay panel(s) listed below from Justin Lane Service Center (XXX Justin Lane, Austin, Texas) to XX Substation (XXXX, Austin, Texas).

    a. XX-XXX Line Panel consisting of SEL 311L, 421, and 351-6 relays.

2. Take out of service, de-energize, and disconnect cables that cannot be reused from each location, substation breaker and remove associated control panel.
3. Install XX-XXX-line protection panel inside XX substation.

4. Install, terminate, and label all control house interconnect CT cables (CT-XX), PT cables (PT-XX), AC cables (AC-XX), DC cables (DC-XX), control cables (C-XX), alarm cables (C-XX), and coaxial (S-XX) cables associated with the panels listed in item #1.

5. Terminate, and label all external CT cables (CT-XX), PT cables (PT-XX), AC cables (AC-XX), DC cables (DC-XX), control cables (C-XX), alarm cables (C-XX), and coaxial (S-XX) cables associated with the panels listed in item #1. AE crews to pull external cables.

6. Terminate all cables and function test all associated equipment of new XX-XXX breaker

7. Test and commission all associated relay equipment with line protection panel to verify protection, control, and monitoring.

8. Verify settings to relays have been downloaded and DC checks performed on panel.

9. Verify test switch labels, relay pushbutton labels, and correct relay displays in accordance with relay settings and the drawings associated with this project.

10. Assist Austin Energy personnel during startup to fully energize equipment

11. Complete and submit all required test forms and procedure checklists.

12. Provide electronic copies of commissioning data according to AE current ISO standards.

13. Austin Energy Technicians will furnish and install all fiber, patch panel, and AC and DC panel equipment.

Notes

Submit a **not to exceed price** for the work scope.

1. Austin Energy Technicians will furnish and install all fiber, patch panel, and AC and DC panel equipment and cables.

2. Austin Energy Technicians will furnish and pull all fiber cables (F-XX).

3. Austin Energy Technicians will also install fiber optic duct and inner duct for substation equipment and relay panels including splicing and terminating of fiber optic cables.

4. Austin Energy Technicians will install fiber cable tray exit fittings.

5. Austin Energy Technicians will install and label all fiber patch cords internal to the control house to individual equipment.

6. Restroom facilities will be provided by Austin Energy.

Schedule

Austin Energy tentatively expects Ckt-XXX to be energized X/XX/202X.

Contract Hand-Off Worksheet
Contract #: MA 1100 NA220000089
Contract Description: Relay Services

Contract Manager: Josue Claudio

Tasks included developing budget, SOW/Specs, accepting deliverables, reviewing and approving/rejecting invoices payment milestones, communicating compliance issues, contract close outs, and requesting a new contract. The Contract Manager may assign contract management tasks to one or more Contract Monitors.

Contract Monitor(s): Craig Easley

Contract Administrator/Procurement Specialist: DeJuan Brown for Diana McIntosh

Meeting Date: Monday, March 7, 2022 @ 12:15PM

Meeting Attendees: DeJuan Brown, Josue Claudio, and Craig Easley

Contract Management/Administration Responsibilities

Task		Designee:
1.	Contract kick-off meeting – develop agenda and schedule	Craig Easley
2.	Request encumbrance	Josue Claudio
3.	Create encumbering document (DOM)	Craig Easley
4.	Manage spend on encumbrance	Josue Claudio
5.	Accept conforming deliverables/reject non-conforming deliverables	Josue Claudio
6.	Review and approve invoice, route to Accounts Payable	Josue Claudio
7.	Enter required compliance deliverables in eCapris (Living Wage, M/WBE, Contract Closeout as applicable)	Craig Easley
8.	Enter applicable operational Deliverables in eCapris	Josue Claudio
9.	Monitor required compliance Deliverables (Living Wage, M/WBE, Contract Closeout, as applicable)	Josue Claudio, Craig Easley
10.	Monitor operational Deliverables	Josue Claudio
11.	Monitor spend on contract to ensure funds are encumbered and spent appropriately; proactively report contract spending at a minimum of quarterly___	Josue Claudio
12.	Monitor spend on contract to ensure funds are encumbered and spent appropriately; notify CMS/PS if needing to go over planned allocation and/or unforeseen spending acceleration	Josue Claudio, Craig Easley
13.	Determine whether to extend/not extend a contract	Josue Claudio, Craig Easley
14.	Review price adjustment request and associated documentation	Diana McIntosh
15.	Determine whether to accept/reject price adjustment request	Josue Claudio, Craig Easley
16.	Notify end user of upcoming expiration of Contract along with steps needed to request a new contract, 12 months prior to Contract expiration.	Josue Claudio, Craig Easley
17.	Submit required documentation for requesting a new contract to CMS/PS no later than 12 months prior to contract expiration	Josue Claudio, Craig Easley
18.	Document contractual issues and communications with vendor. Escalate to Purchasing Office as needed.	Josue Claudio, Craig Easley
19.	Update eCapris when there is a change in Contract Manager/Monitor and send Purchasing training recommendation email to new POC (from manual and TRAIN).	Josue Claudio, Craig Easley
20.	Draft and execute contract amendments.	Diana McIntosh

21. Issue formal notices to vendor (e.g. Right to Assurance, Cure Notice)	Diana McIntosh
22. Ensure Closeout activities are complete (all Deliverables received, M/WBE Closeout Form if applicable, return of keys/badges, etc.	Josue Claudio, Craig Easley
23. Document results of Closeout activities and upload to eCapris	Josue Claudio, Craig Easley

1. ☒ Required contract training
    a. Contract Manager has completed the 40-hour initial training (Advantage Financial System, Contract Monitoring, Statement of Work, Rules and Regulations, AE Procurement 101, etc.): ☐ Yes ☐ No
2. ☒ Systems to support contract management activities (eCapris, Advantage Search, Purchasing intranet, Maximo)
3. ☒ Kick-off meeting and agenda review. Scheduled date of kick-off meeting: Mike to schedule
4. ☒ Contract deliverables and other key points of the contract
    a. Living Wage
    b. Prevailing Wage
    c. Subcontracting
5. ☒ Timely encumbrance requirement
6. ☒ Encumbrance strategy. Describe how/when encumbrances will be requested and managed:
7. ☒ How to request an encumbering document
8. ☒ Approving invoices and submitting to A/P for payment
9. ☒ Contract close-out activities (make sure all goods/services ordered are completed, make sure all goods/services accepted are paid, request all open orders to be closed, record notes on pros/cons of contract)

Resources: Advantage 3 Search eCapri, Maximo

Invoicing: Accounts Payable – Tony Faunes.

Maximo: Finance Business System Support – AEFinanceBSS@austinenergy.com

eCapris: eCaprisHelp@austintexas.gov