

CITY OF AUSTIN, TEXAS

Purchasing Office REQUEST FOR PROPOSAL (RFP) Offer Sheet

SOLICITATION NO: AAA0033

COMMODITY/SERVICE DESCRIPTION: Advanced Distribution Management System (ADMS) – Supervisory Control & Data Acquisition (SCADA), Software Purchase, Implementation, Maintenance and Support

DATE ISSUED: December 12, 2011

REQUISITION NO.: RQM-1100-11111700084

PRE-PROPOSAL CONFERENCE TIME AND DATE: 10:30 AM to 11:30pm., January 5, 2012,

COMMODITY CODE: 20628

LOCATION: Town Lake Center, 721 Barton Springs Rd. Austin TX. 78704., RM 534

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT:

PROPOSAL DUE PRIOR TO: January 31, 2012 at 1pm.

Art Acuña
Senior Buyer

Phone: (512) 322-6307

COMPLIANCE PLAN DUE PRIOR TO: N/A

PROPOSAL CLOSING TIME AND DATE: January 31, 2012 at 1pm

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



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

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

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

******SUBMIT 1 ORIGINAL (LABELED ORIGINAL) CD AND HARDCOPY AND 5 SIGNED COPIES OF ALL REQUIRED DOCUMENTS******

OFFER SUBMITTED BY

Signature of Person Authorized to Sign Offer

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

FEDERAL TAX ID NO. _____

Date: _____

Company Name: _____

Address: _____

City, State, Zip Code _____

Phone No. () _____

Fax No. () _____

Email Address: _____

Table of Contents

SECTION NO.	TITLE	PAGES
0100, 0200, 0300	See http://www.ci.austin.tx.us/purchase/standard.htm *	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	17
0500	SCOPE OF WORK	390
0600	BID SHEET, PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS	7
0600 ATT-A	Technical Evaluation Matrix-Cover Sheet, Instructions, Technical Functional Category, Systems Requirements Scoring	21
0700	REFERENCE SHEET	1
0800	NON-DISCRIMINATION CERTIFICATION	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	1
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT	2
0815	LIVING WAGES AND BENEFITS CONTRACTOR CERTIFICATION	1
0820	LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION	1
0835	NONRESIDENT BIDDER PROVISIONS	1
0900	MBE/WBE NO GOALS UTILIZATION PLAN	2
1000	"NO OFFER" RESPONSE FORM	1

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

RETURN THE FOLLOWING DOCUMENTS WITH YOUR OFFER**

- Cover Page Offer Sheet
- Section 0600 Bid Sheet(s) Proposal
- Attachment A Matrix Cover Sheet, Technical Functions
- Section 0700 Reference Sheet (if required)
- Sections 0800 - 0835 Certifications and Affidavits (return all applicable Sections)
- Section 0900 MBE/WBE Procurement Program Package
- Bid Guaranty (if required)

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

The Vendor agrees, if this Offer is accepted within 270 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

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

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office at the address or phone number indicated on page 1 of this Offer Sheet. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

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

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

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS (RFP-AAA0033)
ADMS-SCADA SYSTEM SOFTWARE**

The following Supplemental Purchasing Provisions apply to this Contract, modifying City of Austin Standard Purchase Terms and Conditions (0300) as indicated:

1. **Explanations Or Clarifications** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by 11:00 AM on January 12, 2012. Requests for explanations, clarifications or interpretations may be mailed to City of Austin c/o Austin Energy Purchasing Office, 721 Barton Springs Road, Austin Texas 78704, or faxed to (512) 322.6490, or sent by email to art.acuna@austinenergy.com, to attention of Art Acuna, Senior Buyer. The fax must clearly identify the buyer's name and solicitation number. If sending by regular US mail, please mail in advance to allow enough time for written submittal to be received by the City prior to the deadline above.

2. **Insurance** (reference STANDARD PURCHASE TERMS Section 0300, item number 32). Insurance is required for this Contract.

- A. General Requirements: See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.
- B. Specific Requirements: The Vendor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including during any warranty period. These insurance coverages are required minimum and are not intended to limit the responsibility or liability of the Vendor.
 - i. Worker's Compensation and Employers' Liability Insurance: Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Vendor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC 420304
 - (b) Thirty (30) days Notice of Cancellation, Form WC 420601
 - ii. Commercial General Liability Insurance: The minimum bodily injury and property damage per occurrence are \$1,000,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries).
 - (1) The policy shall contain the following provisions:
 - (a) Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Independent Vendor's Coverage.
 - (c) Products/Completed Operations Liability for the duration of the warranty/period.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS (RFP-AAA0033)
ADMS-SCADA SYSTEM SOFTWARE**

- iii. Business Automobile Liability Insurance: The Vendor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement TE 2046A
 - (b) Thirty (30) days of Notice of Cancellation, Endorsement TE 0202A
 - (c) The City of Austin listed as an additional insured, Endorsement TE 9901B
- iv. Professional Liability Insurance. The Vendor shall provide coverage, at a minimum limit of \$2,000,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement. The required coverage shall extend to technology licensed and/or purchased, including any Software licensed or Hardware purchased under this Contract.

If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract.
- v. Endorsements: The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

- C. The Vendor shall provide a Certificate of Insurance with the types and amounts of coverage and the endorsements required herein within 14 calendar days of execution of the Contract, unless otherwise specified.
- D. The Certificate of Insurance, and annual updates, shall contain the Contract number and the Buyer's name and shall be mailed to the following address:

City of Austin Purchasing Office
Attn: Art Acuna - AAA0033
721 Barton Springs Road
Austin, Texas 78704

3. **Delivery Requirements**

Location: Attn: David Tomczynsyn	Days:
Austin Energy	_____
301 West Ave	M-F 8:00 am through 5:00 pm
Austin, Texas 78701	

Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 52 in Section 0300).

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS (RFP-AAA0033)
ADMS-SCADA SYSTEM SOFTWARE**

4. **Invoices** (The following text is added to STANDARD PURCHASE TERMS Section 0300, item number 12)

Invoices shall contain a non-duplicated invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices" and shall be mailed to the below address. Invoices received without all required information cannot be processed and will be returned to the vendor.

	City of Austin
Department	Austin Energy
Attn:	David Tomczyszyn
Address	301 West Ave
City, State Zip Code	Austin, Texas 78701

5. **Non-Solicitation**

- A. During the term of the Contract, and for a period of six (6) months following termination of the Contract, the Vendor, its affiliate, or its agent shall not hire, employ, or solicit for employment or consulting services a City employee employed in a technical job classification in a City department that engages or uses the services of a Vendor employee.
- B. During the term of the Contract, and for a period of six (6) months following termination of the contract, a department that engages the services of the Vendor or uses the services of a Vendor employee will not hire a Vendor employee while the employee is performing work under a contract with the City unless the City first obtains the Vendor's approval.

6. **Workforce Security Clearance and Identification (ID)**

- A. Vendors are required to obtain a certified criminal background report with fingerprinting (referred to as the "report") for all persons performing on the contract that enter onto City premises or into City facilities, including all Vendor, Subcontractor, and Supplier personnel (for convenience referred to as "Vendor'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.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS (RFP-AAA0033)
ADMS-SCADA SYSTEM SOFTWARE**

- C. Vendor shall obtain the reports prior to any onsite work commencement. Vendor also shall attach to each report the project name, Vendor'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. Vendor shall provide the City a Certified Criminal Background Report affirming that Vendor has conducted required security screening of Vendor's personnel to determine those appropriate for execution of the work and for presence on the City's property. A list of all Vendor Personnel requiring access to the City's site shall be attached to the affidavit.
- E. Upon receipt by the City of Vendor's affidavit described in (D) above and the list of the Vendor's personnel, the City will provide each of Vendor's personnel a Vendor ID badge that is required for access to City property that shall be worn at all times by Vendor's personnel during the execution of the work.
- F. The City reserves the right to deny an ID badge to any Vendor personnel for reasonable cause, including failure of a Criminal History background check. The City will notify the Vendor of any such denial no more than twenty (20) days after receipt of the Vendor's reports. Where denial of access by a particular person may cause the Vendor to be unable to perform any portion of the work of the contract, the Vendor shall so notify the City's Contract Manager, in writing, within ten (10) calendar days of the receipt of notification of denial.
- G. Vendor's personnel will be required to wear the ID badge at all times while on the work site. Failure to wear or produce the ID badge may be cause for removal of an individual from the work site, without regard to Vendor's schedule. Lost ID badges shall be reported to the City's Contract Manager. Vendor shall reimburse the City for all costs incurred in providing additional ID badges to Vendor Personnel.
- H. ID badges to enter and/or work on the City property may be revoked by the City at any time. ID badges must be returned to the City at the time of project completion and acceptance or upon removal of an individual from the work site.
- I. Vendor 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 Vendor's personnel at all times while at the work site.
- J. The Vendor shall retain the reports and make them available for audit by the City during regular business hours (reference paragraph 17 in Section 0300, entitled Right to Audit).

7. **Project Manager**

The following person is designated as Project Manager, and will act as the contact point between the City and the Contractor:

David Tomczyszyn

301 West Ave

Austin, Texas 78701

8. **Performance Bond**

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS (RFP-AAA0033)
ADMS-SCADA SYSTEM SOFTWARE**

- A. The Contractor shall provide a Performance Bond, subject to Purchaser's approval of the Surety and the terms of the Bond, which approval shall not be unreasonably withheld, in an amount equal to 100% of the Contract amount 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. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.
 - B. The Performance Bond shall remain in effect throughout the term of the Contract and shall be renewed for each respective extension.
 - C. If the surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated or the surety ceases to meet the requirements of this clause, Contractor shall within five (5) days thereafter substitute another Bond and surety, both of which must be reasonably acceptable to Purchaser. Purchaser reserves the right to cancel this Contract under the terms set forth herein at no additional cost for cancellation of the Surety Bond. In the event of cancellation of the Contract, Contractor shall be liable for all costs related to the Surety Bond payment.
9. **Term of Contract** (Replaces STANDARD PURCHASE TERMS Section 0300, Item Number 2)
- A. The Contract shall be in effect for an initial term of 12 months and may be extended by the City thereafter for up to four (4) additional 12month periods. Subsequently, the City may extend the Contract on a year-to-year basis, up to five (5) additional years.
 - B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 270 days unless mutually agreed on in writing).
10. **Liquidated Damages**

The Parties explicitly agree that time is of the essence in the performance of the Contract, and more specifically, that the time of delivery and completion of all acceptance tests and performance milestones at Purchaser's site as may be defined by the Statement of Work is of the essence for this Contract; therefore, the Contractor shall strictly adhere to the Contract delivery schedule, including the incremental performance milestones that measure Contractor's performance through the duration of the project as set forth in the Statement of Work and this Contract ("Project Milestones"). 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, including the dates specified in any project schedule or Project Milestones, the actual damages sustained by the City because of such delay will be uncertain and difficult to determine, and that the reasonably foreseeable damage incurred by the City is hereby stipulated to be \$2000.00 per calendar day. The Contractor therefore agrees to pay, and the City agrees to accept, as liquidated damages, the sum of \$2000.00 per calendar day for each calendar day of delay. In addition, if Contractor fails to complete project Milestone 6 - 11.5.3.6 Project Test & Deployment Phase by the date specified in the project schedule, liquidated damages in the amount of \$5000.00 per day shall be charged for each calendar day of delay, up to a cumulative maximum of ten

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS (RFP-AAA0033)
ADMS-SCADA SYSTEM SOFTWARE**

(10) percent of the contract price. Purchaser is entitled (but not limited to) collecting any liquidated damages under the Performance Bond.

11. Grant of License.

(This item is added to STANDARD PURCHASE TERMS Section 0300 as a new item). Licensor hereby grants to City a perpetual, non-exclusive license to the Licensor's intellectual property ("Software", "Data", "Business Processes", etc, all part of "Deliverables"), subject to the terms and conditions of this Contract. City may use the Software for and at its facilities for City's business operations (license shall be non-transferable outside of City of Austin departments). City may make up to three (3) copies of the Software and configuration parameters for back-up or archival purposes. Additionally, City may make and use up to three (3) copies of the Software per Designated Location for testing on Test System(s). City may transfer the intellectual property to a new Designated Location for testing and disaster recovery purposes. The City will not permit third parties to: (a) modify, adapt, translate, copy, create derivative works from, disassemble, decode, reverse engineer, decompile or otherwise attempt to gain access to the source code, structure or proprietary algorithms of the Software; (b) lease, loan, rent, resell, sublicense or distribute the Software to any third party, use the Software for the benefit of any third party or otherwise use the Software on a service bureau basis; (c) modify or delete any copyright or proprietary notices or legends on or in the Software or Documentation. Contractor or its licensors own and retain all right, title and interest in the their Documentation and Software, including any and all related corrections, bug fixes, enhancements, derivative works, updates or other modifications thereto.

12. Warranty – Title and Authority.

(Replaces STANDARD PURCHASE TERMS Section 0300, item number 20). The Licensor warrants that (i) it has good and indefeasible title or license to all Deliverables furnished under the Contract, and that (ii) the Deliverables are free and clear of all assignments, grants, licenses or contracts which relate to the intellectual property and which are inconsistent with this Contract or the rights, duties and obligations stated in this Contract, and are free from any liens, claims, security interests and encumbrances. In accord with the provision herein on Indemnity, the Licensor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables. Licensor also warrants that (iii) the execution and delivery of this Contract and the performance by Licensor of its obligations hereunder have been duly and validly authorized by all necessary corporate actions; and (iv) this Contract has been duly and validly executed and delivered by Licensor and constitutes the legal, valid and binding obligation of Licensor, enforceable against Licensor in accord with its terms.

13. Warranty – Software and Hardware Deliverables.

(Replaces STANDARD PURCHASE TERMS Section 0300, item number 21) The Licensor warrants and represents that during the Warranty Period (defined below) all Deliverables, including Software and Hardware provided, licensed or sublicensed to the City under the Contract shall be free from material defects in design, workmanship or manufacture, will function substantially in accord with their documentation (which shall be furnished in both hard copy and CD-ROM upon execution of the Contract), and shall conform in all material respects to the specifications, drawings, and descriptions provided, to any samples furnished by the Licensor, 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.

- A. The Licensor may not limit, exclude or disclaim the foregoing warranties 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 for any Software or Hardware shall be not less than one year from the date of Final Acceptance (defined infra) of the Deliverable or from the date of Acceptance of any replacement Deliverables (the "Warranty Period"). If during the Warranty

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS (RFP-AAA0033)
ADMS-SCADA SYSTEM SOFTWARE**

Period, a defect or other event occurs such that one or more of the above warranties in this Section are breached, the Licensor shall promptly upon receipt of demand either use commercially reasonable efforts to correct the non-conforming Deliverables, or replace the non-conforming Deliverables with materially 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 Licensor. The City shall endeavor to give the Licensor written notice of the breach of warranty within thirty (30) days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.

If City elects to allow Licensor to correct the non-conforming Deliverable and notifies Licensor before the expiry of the Warranty Period that the Software or Hardware does not function substantially as warranted, Licensor shall use commercially reasonable efforts, pursuant to the priority level of the problem, to rectify each such non-conformity within the Warranty Period if at all possible. If any such non-conformity has not been rectified by Licensor within the Warranty Period, the Warranty Period shall be extended until such non-conformity is rectified. In no event shall a Priority One level defect (defined as one in which the non-conforming Deliverable's lack of performance has caused loss of the functionality of the Software or Hardware, as applicable) continue, but shall be immediately addressed using Contractor's best efforts so as to maintain uninterrupted functionality, all as specified more completely in the accompanying contractual Statement of Work.

Licensor warrants that it will perform a standard virus check for known viruses prior to shipping the Software to City and that the Software is free of same. Additionally, Licensor warrants that it has not inserted any time bomb or time keys which disable the Software in whole or part, or any other disabling device into the Software.

Licensor warrants and represents that it has taken reasonable steps in accordance with its standard procedures to test the Licensed Programs for which a license is granted hereunder for spyware and malware code and for code that collects and/or distributes information without Licensee's or the actual user's consent (hereafter referred to as "Invasive Code"); that to Licensor's best knowledge the Licensed Programs are free of Invasive Code as of the date of delivery by Licensor, and that Licensor will continue to take such reasonable steps with respect to future enhancements or modifications to the Licensed Programs.

- C. If during the Warranty Period, a Priority One level defect remains uncorrected for more than twelve (12) hours from the time the defect occurs, then the City may (at its sole discretion) obtain an immediate refund of all money paid by the City for the non-conforming Deliverables, ie., a complete refund if the entire system or application is non-functional; provided, however, that in addition to (and notwithstanding the foregoing) the City may seek any other remedy available under this Contract.
- D. If the Licensor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Licensor 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 Licensor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.

14. **Warranty - Services.**

(Replaces STANDARD PURCHASE TERMS Section 0300, item number 22). The Licensor warrants and represents that all Services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

- a. The Licensor 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 not less than one year from Acceptance of the Services. If during the warranty period, one or more of the above warranties are breached, the Licensor shall promptly upon receipt of demand perform the Services again in

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS (RFP-AAA0033)
ADMS-SCADA SYSTEM SOFTWARE**

accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Licensor. The City shall endeavor to give the Licensor written notice of the breach of warranty within thirty (30) days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

If, during the Warranty Period, the Licensor is unable or unwilling to perform its Services in accordance with the above standard as required by the City as set forth in this Section, 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 Licensor, and/or purchase conforming Services from other sources. In such event, the Licensor shall refund the amount(s) paid to the Licensor for such Services.

15. Termination for Cause: Default by Licensor.

(Replaces STANDARD PURCHASE TERMS Section 0300, item number 27). In the event of a material default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective thirty (30) business days after the date of such notice, unless the Contractor, within such thirty (30) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. If the termination of this Contract results from a breach of any material obligation of Contractor hereunder, no further payment shall be due by the City from the effective date of termination. Upon termination of this Contract by the City due to Contractor's breach, provided the City has paid Contractor all license fees due and owing for its then current use of the Software, the City shall have the right to continue to use the Software. Finally, in the event of a default by the Contractor, the City may remove the Contractor from the City's vendor list for three (3) years and any Offer submitted by the Contractor may be disqualified for up to three (3) years. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

Contractor actions that may be considered a material default include, but are not limited to:

1. Withdrawal or announcing an intention to withdraw from the marketplace for work of the type called for under the Contract. Contractor shall notify Purchaser in writing within five (5) calendar days of its intention to withdraw from the marketplace.
2. Refusing or neglecting to supply sufficient engineers, programmers, and other skilled personnel; acceptable materials of specified quantity; or equipment necessary to perform the Work hereunder.
3. Failing in any respect to prosecute any portion of the Work hereunder with promptness, diligence, or in accordance with all of the provisions set forth herein. Contractor shall notify Purchaser in writing within five (5) calendar days of its failure to prosecute any portion of the Work.
4. Going into liquidation, bankruptcy either voluntary or involuntary, or compromise with its creditors, or becoming insolvent.

16. Termination for Cause: Default by City.

(Replaces STANDARD PURCHASE TERMS Section 0300, item number 27). In the event of a default by the City for non-payment of fees, Licensor shall have the right to terminate the Contract for cause, by written notice effective sixty (60) business days after the date of such notice, unless the City, within such sixty (60) day period, cures such default, or provides evidence sufficient to prove to the Licensor's reasonable satisfaction that such default does not, in fact, exist.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS (RFP-AAA0033)
ADMS-SCADA SYSTEM SOFTWARE**

17. Termination Without Cause; Termination for Non-Appropriation.

(Replaces STANDARD PURCHASE TERMS Section 0300, item number 28) The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) days' prior written notice. Upon receipt of a notice of termination, the Licensor 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 Licensor, 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. Additionally, despite such termination, the City shall have the right to continue using the Software, providing the City has paid Licensor the license fee for the Software. The City shall also have the right to terminate for non-appropriation of funds.

18. Warranties by Licensor Against Infringement; Indemnification.

(This item replaces STANDARD PURCHASE TERMS Section 0300, item no. 36.) The Licensor represents and warrants to the City that: (i) the Licensor possesses good and indefeasible title to the Software, and shall provide the City good and indefeasible license or sublicense to the Deliverables (including Software) and (ii) the Deliverables supplied by the Licensor in accordance with the specifications in the Contract do not infringe, directly or contributively, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; (iii) that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and (iv) the Licensor does not know of any valid basis for any such claims. The Licensor 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 of the rights associated with the City's ownership, license rights, or its use of the Deliverables as set forth in this Contract infringes the intellectual property rights of any third party; or (ii) the Licensor's breach of any of Licensor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim at its own expense or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Licensor agrees that the City's specifications regarding the Deliverables shall in no way diminish Licensor'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 Licensor. If a claim described above may be or has been asserted, City shall permit Licensor, at Licensor's expense, to provide one of the following remedies in the following prioritized order, all at no additional cost to City: (i) procure the right to continue using the Deliverable; or (ii) replace or modify the Deliverable to eliminate the infringement while providing substantially equivalent functional performance. If Licensor remedies the claim by providing City replacement Deliverables, City may reject such option, if in its sole judgment, the replacement Software does not provide equivalent functional performance.

19. Living Wages and Benefits (applicable to procurements involving the use of labor)

- A. In order to help assure low employee turnover, quality services, and to reduce costs for health care provided to uninsured citizens, the Austin City Council is committed to ensuring fair compensation for City employees and those persons employed elsewhere in Austin. This commitment has been supported by actions to establish a "living wage" and affordable health care protection. Currently, the minimum wage for City employees is \$11.00 per hour. This minimum wage is required for any Contractor employee directly assigned to this City Contract, 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. Additionally, the City provides health insurance for its employees, and for a nominal rate, employees may obtain coverage for their family members. Contractors must offer health insurance with optional family coverage for all Contractor employees directly assigned to this

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS (RFP-AAA0033)
ADMS-SCADA SYSTEM SOFTWARE**

contract. Proof of the health care plan shall be provided prior to award of a Contract. In addition, an insurance certificate for Workers' Compensation Insurance Coverage must be provided if required by the solicitation.

- C. The City requires Contractors submitting Offers on this Contract to provide a signed certification (**see the Living Wages and Benefits Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$11.00 per hour and are offered a health care plan. The certification shall include a list of all employees 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.
- D. 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 (FLSA). Basic employment records shall at a minimum include:
- i. employee's full name, as used for social security purposes, and on the same record, the employee's identifying symbol or number if such is used in place of name on any time, work, or payroll records;
 - ii. time and date of week when employee's workweek begins;
 - iii. hours worked each day and total hours worked each workweek;
 - iv. basis on which employee's wages are paid;
 - v. regular hourly pay rate;
 - vi. total daily or weekly straight-time earnings;
 - vii. total overtime earnings for the workweek;
 - viii. all additions to or deductions from the employee's wages;
 - ix. total wages paid each pay period; and
 - x. date of payment and the pay period covered by the payment.
- E. The Contractor shall provide with the first invoice and as requested by the Department's Contract Manager, individual Employee Certifications (**see the Living Wages and Benefits Employee Certification included in the Solicitation**) for all employees directly assigned to the contract containing:
- i. the employee's name and job title;
 - ii. a statement certifying that the employee is paid at a rate equal to or greater than the Living Wage of \$11.00 per hour;
 - iii. a statement certifying that the employee is offered a health care plan with optional family coverage.
- Employee Certifications shall be signed by each employee directly assigned to the contract.
- F. Contractor shall submit employee certifications quarterly with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract.
- G. The Department's 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 identified in paragraph D above to verify compliance with this provision.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS (RFP-AAA0033)
ADMS-SCADA SYSTEM SOFTWARE**

20. **Force Majeure.** (This item is added to STANDARD PURCHASE TERMS Section 0300)

- (a) The nonperformance or delayed performance by Contractor or City of any obligation under the Contract shall be excused if such nonperformance or delay is caused by circumstances beyond its control ("Force Majeure"), except to the extent that Contractor knew or should have been able to foresee the likelihood of such an event prior to City's award of the contract and failed to inform City thereof. Items beyond the control of the parties include acts of a public enemy; natural disasters; epidemics or quarantine restrictions; war, riot, or sabotage; fire, floods, accidents, strikes, or shortages of transportation, facilities, fuel, energy, labor or materials; and acts of civil or military authority having jurisdiction.
- (b) In the event of any delay which can be shown to be attributable to any of the foregoing causes, the date for performance of the relevant provision shall be extended for a period equal to the time lost by reason of the delay but in no event longer than one hundred twenty (120) days, at which time the City may elect to terminate the Contract, provided that the Contractor has taken reasonable steps to proceed with the performance of the Contract and has made written notification of such delay and of any corrective action taken. Project milestone dates, as applicable, shall be adjusted by the amount of time attributable to the delay. Contractor shall not be entitled to any increase in compensation. The following delays shall not constitute excusable delays in performance by Contractor and shall not constitute a reason for extending the date for performance of the Contract:
 - i. Delays by subcontractors or by suppliers for reasons other than those defined above.
 - ii. Delays in documentation approval due to inadequate design or documentation or to unrealistic schedules as specified in the Statement of Work.
 - iii. Delays caused by Contractor's lack of sufficient personnel with the necessary technical skills.
- (c) In the event that the Software becomes inoperable, fails to function, or is incapable of operating as a result of causes beyond Contractor's reasonable control, including but not limited to the situations listed in subparagraph (a) above, then City shall be entitled, as a remedy for such failure, to an abatement of the Maintenance fees payable hereunder, it being agreed that such a failure is not a default by Contractor, and that this abatement represents a fair and reasonable remedy and allocation of risk between City and Contractor.

21. **Updates and Upgrades.** (This item is added to STANDARD PURCHASE TERMS Section 0300)

As part of maintenance services for the Software ("Maintenance Services"), Licensor shall make Updates and Upgrades available to Customer as Licensor or the third party manufacturer makes them generally available to its other customers. "Update" means changes in the Software that typically provide maintenance corrections only, and shall be provided at no additional charge. "Upgrade" means changes in the Software that typically provide substantially increased or additional functionality to the Software. Licensor shall provide any Upgrade to Customer at a rate that does not exceed Licensor's lowest charge for said Upgrade paid by its other customers. Rights to Upgrades shall be included as part of the Warranty and any support & maintenance extensions and be provided at Contractor's standard upgrade rates. Rights to Updates will be included as part of the Warranty and any support & maintenance extensions. Contractor service costs to install the update are not included and will be charged at Contractor's standard rates.

During the term of this Contract, if Customer implements an Update and as a result of that action one or more of other purchased Deliverables (either Software or Hardware) must be upgraded to maintain functionality at the level previously operating (but not less than that originally purchased), then Licensor shall provide the necessary Upgrade(s) at no additional charge as part of its Maintenance Services.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS (RFP-AAA0033)
ADMS-SCADA SYSTEM SOFTWARE**

22. **Maintenance Escalation Limit** (This item is added to STANDARD PURCHASE TERMS Section 0300)

Notwithstanding anything contained in this Contract to the contrary, the maintenance fee for any licensed Deliverables shall not increase annually more than 3%.

23. **Future Product Purchase**. (This item is added to STANDARD PURCHASE TERMS Section 0300)

During the Term of this Contract, Licensee City may license additional copies of the Software for use upon execution and delivery to Licensor of an appropriate amendment to this Contract, and subject to payment to Licensor of the applicable license fees and maintenance fees for such additional Software. Such license fees, maintenance fees or other costs shall be invoiced at the pricing agreed to by the Parties in this Contract.

24. **Failure Levels and Response Times** (This item is added to STANDARD PURCHASE TERMS Section 300)

- (i) Major Failure - the system is down or where such a substantial portion of the functionality of the Software is compromised that the City is unable to conduct its daily business using the Software to do the function for which it was purchased. A Major Failure is the same as a Priority 1 defect. Requirements covering Major Failures are more particularly defined in the accompanying contractual Statement of Work.
- (ii) Minor Failure - the core application functionality remains unaffected but there is a peripheral problem that is compromising a non-substantial function of the Software. Response times for Minor Failures are more particularly defined in the accompanying contractual Statement of Work.

25. **Notice of Delay and Extension of Time** (This item is added to STANDARD PURCHASE TERMS Section 0300)

Should Contractor's timely performance of the schedule of Work under this Contract be delayed by the unavailability of personnel, data, or equipment to be provided by Purchaser, Contractor shall immediately notify Purchaser in writing no later than fourteen (14) calendar days from the Contractor's knowledge of the delay, of the facts and circumstances which are contributing to such delay. Furthermore, if Contractor is delayed at any time in the progress of the Work by any neglect of Purchaser, or by changes in the Work; by unusual delay in transportation; by delay authorized by Purchaser pending arbitration; or by any cause which Purchaser considers may justify the delay, then Purchaser may extend the time of completion for such reasonable time as Purchaser may consider appropriate. Within five business days of receipt of this notification, Purchaser shall advise Contractor in writing of the action which shall be taken to remedy the situation.

Contractor shall advise Purchaser in writing of any impending failure to meet established milestones or delivery dates caused by Contractor's failure to perform, and the action which shall be taken to remedy the situation, which must be reviewed and approved by Purchaser prior to implementation. Notice shall be provided as soon as but not later than five business days after Contractor is aware of the situation; however, such notice shall not relieve Contractor from any existing obligations regarding performance or delivery, and there shall be no waiver of performance by Purchaser.

26. **Consultant's Authority** (This item is added to STANDARD PURCHASE TERMS Section 0300)

Purchaser shall have the unabridged right to employ Consultant in any manner it sees fit in carrying out the Agreement, including having the Consultant participate in any or all meetings with Contractor or its subcontractors, review and comment upon any or all documents from contractor or its subcontractors, and witness and assist in the conduct of any or all inspections or tests of the Work wherever conducted and perform any other activities assigned by Purchaser.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS (RFP-AAA0033)
ADMS-SCADA SYSTEM SOFTWARE**

27. **Documentation Reproduction** (This item is added to STANDARD PURCHASE TERMS Section 0300)
Purchaser reserves the right, subject to any software licensing restrictions, to reproduce any and all documentation received from Contractor under the Agreement, for Purchaser's use in connection with the Work, notwithstanding any notice to the contrary appearing on the documentation.
28. **Licenses and Update Agreements** (This item is added to STANDARD PURCHASE TERMS Section 0300)

The licenses and update agreements shall be in accord with the requirements of the Specification and shall allow for operation of software on back-up processors and a backup location. These licenses shall survive adaptation of the Work.
29. **Acceptance** (This item is added to STANDARD PURCHASE TERMS Section 0300)
- (a) Acceptance under SOW Section 11- Project Implementation is required using the following Deliverable Acceptance Procedure:
- (i) When Contractor has completed all of the Deliverables set forth in a specific subsection of the SOW Section 11- Project Implementation ("Completion") for a major milestone, Contractor will notify City by requesting acceptance and sending the City's Project Manager one printed and electronic draft of the completion of the Deliverable and request for Acceptance ("Acceptance"). It is the City Project Manager's responsibility to make and distribute additional copies to any other reviewers.
- (ii) Within ten (10) business days of receipt (or as mutually agreed), the City's Project Manager will either accept the Deliverable, or reject it by providing the Contractor Project Manager a written list of requested revisions. If Contractor receives no response from City's Project Manager within ten (10) business days, then the Deliverable approval request will be escalated to the appropriate executive level for each of the City and Contractor, who shall endeavor to resolve the issue in a timely fashion. The Contractor's Project Manager will consider City's timely request for revisions, if any, within the context of Contractor's obligations as stated per the SOW and the Contract. Acceptance for any particular Deliverable shall not occur until after City has determined in writing that such Deliverable functions substantially in accord with the requirements of this Contract, including the specifications listed in Contractor's relevant technical documentation, and (as applicable) any test scripts and procedures jointly developed by the parties according to the Statement of Work ("Acceptance Test"); provided, however, City's determination shall not be unreasonably withheld, delayed or conditioned. Acceptance Test procedures shall be developed jointly and shall be mutually agreed to by City and Contractor, as provided by the Statement of Work.
- (iii) Should the Acceptance Test for any Deliverable not have resulted in City's Acceptance, Contractor shall use commercially reasonable efforts to cure such defect, which cure shall not take longer five (5) business days after the failed Acceptance Test, unless City allows additional time for said cure. Those City revisions requested which are agreed to by Contractor will be made and the Deliverable will be resubmitted to City's Project Manager. Those City revisions not agreed to by Contractor will be managed in accord with SOW Section 11. City shall then retest and decide whether to accept or reject the Deliverable in writing, such Acceptance not to be unreasonably withheld, delayed or conditioned.
- (b) Final Acceptance Process under SOW. Final acceptance for the Contract, including all Services and Third Party Software ("Final Acceptance"), is defined as:
- (i) Final Acceptance by City of all Contract Deliverables for the SOW, including successful delivery and completion by Contractor of all components required by all phases of SOW (including any required configuration) pursuant to the Deliverable Acceptance Procedure, such Final Acceptance not to be unreasonably withheld, conditioned or delayed, and:

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS (RFP-AAA0033)
ADMS-SCADA SYSTEM SOFTWARE**

1. The ADMS-SCADA system is delivered, implemented and transitioned to a functional production environment meeting all the requirements stated in the SOW;
2. All AE distribution circuits have been modeled and converge;
3. ADMS system has maintained 99.98% reliability during the 1 year warranty period as defined in SOW; and
4. All issues identifying during SAT have been resolved;

(ii) Payment by city of all payment milestones for all phases as stated in the Milestone Payments Matrix in the SOW, and

(iii) after City's receipt of all final documentation reflecting all changes and corrections. Final Acceptance shall officially occur by City stating same to Contractor in writing and by making the final payment to Contractor of the last sum due and owing in line with the SOW's Milestone Payments Matrix.

(c) Documentation for Final Acceptance under Implementation SOW. Contractor shall request Final Acceptance in writing by providing the City a Final Acceptance form stipulating that:

- i. The Milestone Payment Matrix has been fulfilled and all Milestone Payments payable to date have been made; and
- ii. Final Acceptance and payment do not constitute a waiver by City of any rights with respect to Contractor's continuing obligations under the Contract.

Final Acceptance will be confirmed by City in writing and by making the final payment to Contractor.

(d) Invoices for progress payments shall only be submitted with the written consent of Purchaser. All invoices shall clearly identify the related payment number, agreed-upon date, and milestone. The Purchase Order price for the Work is inclusive of all taxes, fees, custom duties, excises, and charges that are now or hereafter imposed by public authority. Invoices must include an itemization of any services rendered, or equipment shipped, in sufficient form and detail to permit review by Purchaser. Contractor shall submit a separate invoice for each progress payment or other payment (e.g., extra work) identified in the Work Statement. Invoices shall be submitted in triplicate and directed to the attention of Purchaser.

(e) Progress payments shall be established by date and identifiable milestones shown below which are associated with the ADMS-SCADA Project as shown on page 17. Payments shall not become due until the identified milestone and all previous milestones have been accomplished to the satisfaction of Purchaser. The waiver for the convenience of Purchaser of any task required to reach a milestone (including early shipment of the system) shall not constitute justification for making the associated progress payment. No payments shall be made until all tasks associated with a milestone have been completed, unless otherwise authorized in writing by Purchaser. The Milestone Payment Schedule is shown below:

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS (RFP-AAA0033)
ADMS-SCADA SYSTEM SOFTWARE**

ADMS-SCADA Project Milestone Payment Schedule:

Payment Milestone (Paid Upon Acceptance)	Required Project Timeline (Last Day of each Month):	% Payment of Total Contract Amount	Description	Key Deliverables (See Section 11 - Implementation of SOW for Full Listing of Completed and Accepted Deliverables required before associated percentage payment can be made)
1	Estimated July 2012	5%	11.5.3.1 Project Management	Project Management Planning
2	Estimated July 2012	5%	11.5.3.2 Project Launch / Kickoff	Project Kickoff
3	Estimated August 2012	10%	11.5.3.3 Project Discovery Phase	Technical Planning
4	Estimated September 2012	10%	11.5.3.4 Project Design Phase	Design, Ordering of Hardware and Software
5	Estimated March 2013	20%	11.5.3.5 Project Development Phase	Development and FAT
6	Estimated September 2013	35%	11.5.3.6 Project Test & Deployment Phase	SAT, Testing, Training, Optimization, & Project Go-Live

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS (RFP-AAA0033)
ADMS-SCADA SYSTEM SOFTWARE**

7	Estimated - October 2013 + 1 year Warranty	15%	11.5.3.7 Project Stabilization Phase	Production and Warranty Period and Final Acceptance of the Solution by Customer
---	--	-----	---	--

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

SOLICITATION NUMBER: RFP – AAA0033

PROJECT NAME: Advanced Distribution Management System (ADMS) – Supervisory Control & Data Acquisition (SCADA), Software Purchase, Implementation, Maintenance and Support

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

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

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

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

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

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

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

Company Name

Name and Title of Authorized Representative (Print or Type)

Signature

Date

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

SOLICITATION NUMBER: RFP-AAA0033

PROJECT NAME: Advanced Distribution Management System (ADMS) – Supervisory Control & Data Acquisition (SCADA), Software Purchase, Implementation, Maintenance and Support

PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION

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

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

Name and Title of Authorized Representative (Print or Type)

Signature

Date

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

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

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

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

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

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

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

SOLICITATION NUMBER:

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

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

(DO NOT RETURN ALONG WITH OFFER)

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

COMMODITY CODE: 20628

DESCRIPTION: Advanced Distribution Management System (ADMS) – Supervisory Control & Data Acquisition (SCADA), Software Purchase, Implementation, Maintenance and Support

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

Contractor's Name: _____

Street Address _____

City, State, Zip Code _____

Signature of Officer or
Authorized

Representative: _____

Date: _____

Printed Name: _____

Title _____

