



CITY OF AUSTIN, TEXAS
Purchasing Office
REQUEST FOR PROPOSAL (RFP)
OFFER SHEET

SOLICITATION NO: RFP 1100 ELF3000

DATE ISSUED: November 19, 2018

REQUISITION NO.:
RQM 1100 18100500026

COMMODITY CODE: 92045, 92064

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

Elisa Folco

Procurement Specialist IV

Phone: (512) 974-1421

E-Mail: Elisa.Folco@austintexas.gov

Brett Hardy
Procurement Specialist III

Phone: (512) 322-6122

E-Mail: Bretty.Hardy@austinenergy.com

COMMODITY/SERVICE DESCRIPTION:
MANAGED CONTACT CENTER COMMUNICATIONS & INFRASTRUCTURE SOLUTION

NON-MANDATORY PRE-PROPOSAL TELECONFERENCE TIME AND DATE: December 3, 2018, 2:00 pm, Local Time

Teleconference Number: 512-974-9300
Participant Code: 851602

PROPOSAL DUE PRIOR TO:
January 3, 2019, 2:00 pm, CST

PROPOSAL OPENING TIME AND DATE:
January 3, 2019, 3:00 pm, CST

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

LIVE SOLICITATION OPENING ONLINE: For RFP's, only the names of respondents will be read aloud

For information on how to attend the Solicitation Closing online, please select this link:

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

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

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # RFP 1100 ELF3000	Purchasing Office-Response Enclosed for Solicitation # RFP 1100 ELF3000
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

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

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

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

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200 V2	STANDARD SOLICITATION INSTRUCTIONS, UPDATED JUNE 26, 2018	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	8
0401	SUPPLEMENTAL IT CLOUD PURCHASE PROVISIONS	11
0500	SCOPE OF WORK	44
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	11
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	CONTACT CENTER SUBMITTAL REQUIREMENTS – Complete and return	3
0705	PRICING SHEET – Complete and return	1
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION–Complete and return	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810 V2	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION, UPDATED JUNE 26, 2018	*
0815	LIVING WAGES CONTRACTOR CERTIFICATION–Complete and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0840	SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE – Complete and return	1
0900	SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM – Complete & return	1
0905	SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN – Complete and return if applicable	3
Attachment A	FACTA AFFIDAVIT OF COMPLIANCE – Complete and return	2
Attachment B	AUSTIN ENERGY DATA HANDLING CONTROLS	11
Attachment C	NETWORK CONNECTION AGREEMENT & APPENDIX TO NETWORK CONNECTOIN AGREEMENT	11
Attachment D	EXCEPTION FORM – Complete and return if applicable	2
Attachment E	CONSULTANT REMOTE ACCESS REQUEST	1

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the * Sections are available on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: _____

Company Address: _____

City, State, Zip: _____

Vendor Registration No. _____

Printed Name of Officer or Authorized Representative: _____

Title: _____

Signature of Officer or Authorized Representative: _____

Date: _____

Email Address: _____

Phone Number: _____

*** Proposal response must be submitted with this signed Offer sheet to be considered for award**

**CITY OF AUSTIN
PURCHASING OFFICE
SECTION 0400: SUPPLEMENTAL PURCHASE PROVISIONS
RFP 1100 ELF3000, MANAGED CONTACT CENTER COMMUNICATIONS & INFRASTRUCTURE SOLUTION**

The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office no later than five business days prior to the Solicitation Due Date.

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

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

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

OR

PURInsuranceCompliance@austintexas.gov

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

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$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) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- 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 Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.

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- (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$1,000,000 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) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- iv. **Professional Liability Insurance:** The Contractor shall provide coverage, at a minimum limit of \$5,000,000 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, or breach of security (i.e. cyber security, including but not limited to any confidential or private information) arising out of the performance of professional services under this Contract. 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. **Cyber Liability Insurance.** The Contractor shall provide Cyber Liability Insurance coverage of not less than \$5,000,000 each claim and annual aggregate providing coverage for claims arising from (1) breach of network security, (2) alteration, corruption, destruction or deletion of information stored or processed on a computer system, (3) invasion of privacy, including identity theft and unauthorized transmission or publication of personal information, (4) unauthorized access and use of computer systems, including hackers (5) the transmission of malicious code, (6) website content, including claims of libel, slander, trade libel, defamation, infringement of copyright, trademark and trade dress and invasion of privacy and (7) Contractor acts, errors and omissions in delivering or failing to deliver its professional services.
- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

2. **TERM OF CONTRACT:**

- A. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of 36 months. The Contract may be extended beyond the initial term for up to two additional 12 month periods at the City's sole option. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.
- B. Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the

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City to re-solicit and/or complete the deliverables due under this Contract. Any hold over period will not exceed 180 calendar days unless mutually agreed on by both parties in writing.

- C. Upon written notice to the Contractor from the City’s Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
 - D. Required services are firm and fixed through the term of the Contract. Hourly rates are firm and fixed through the term of the Contract.
3. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.
4. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)
- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled “Invoices.” Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Energy
Attn:	Cassandra Ragland
Address	721 Barton Springs Rd.
City, State Zip Code	Austin, TX 78704

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.
5. **FAIR AND ACCURATE CREDIT TRANSACTIONS ACT OF 2003 (FACTA)**
- A. The City requires Offerors submitting Offers on any Solicitation which may utilize or access City Customer Account Information, directly or indirectly, to provide a signed affidavit certifying that the Offeror has reviewed the red flags that the City has identified as potential indicators of unauthorized access to consumer information and malicious account activity and agrees to exercise due diligence, in accordance with reasonable policies and procedures, to detect, deter and prevent the risk of identity theft (See Attachment A, FACTA Affidavit of Compliance). By signing the Affidavit, the Offeror affirms to the City that it maintains its own identity theft prevention program. The City may only award a Contract, to which this provision applies, once the signed and notarized Affidavit is received.
 - B. The following red flags have been identified by the City as potential indicator of unauthorized access to consumer information and malicious account activity:
 - i. Documents provided by a customer or potential customer to verify identification appear altered or forged.
 - ii. The photo or physical description on an identification document (“ID”) is not consistent with the appearance of the customer.
 - iii. Other information given to open the account is not consistent with the ID of the customer

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- iv. An application or supporting document appears to have been forged or altered, or gives the appearance of having been destroyed and reassembled.
 - v. The ID is inconsistent with external information sources; i.e., the address does not match a consumer report, or a social security (SS) number has not been issued or is listed on the SS Administration Death Master File.
 - vi. The ID provided is associated with an existing identity theft case on file.
 - vii. The SS number is the same as customers opening other accounts (or previously used to open an account when the customer states that they have not previously had an account.)
 - viii. The customer fails to provide all personal identification information upon request.
 - ix. The ID is inconsistent with existing records.
 - x. Change of billing address is followed by multiple change requests to the account.
 - xi. Payments are made in a manner associated with fraud. For example, a deposit or initial payment is made and no payments are made thereafter.
 - xii. Existing account with a stable history shows irregularities.
 - xiii. An account that has been inactive for a reasonable period of time is suddenly used.
 - xiv. The utility is notified of unauthorized changes or transactions in connection with an account.
6. **DATA HANDLING CONTROLS:** Contractor hereby agrees to the “Data Handling Controls” attached as Attachment B to this Contract, which constitute the Contractor’s minimum required data security program to safeguard the integrity of City Data received by Contractor.
7. **NETWORK ACCESS:** Contractor shall comply with Austin Energy’s Network Connection Agreement (Attachment C). Contractor shall submit Austin Energy’s Remote Access Request Form for each Contractor or Subcontractor requiring access to the Austin Energy Network.
8. **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 \$_____ per calendar day. The Contractor therefore agrees to pay, and the City agrees to accept, as liquidated damages, the sum of \$_____ per calendar day for each calendar day of delay.
9. **RETAINAGE:** The City will withhold thirty percent (30%) retainage until completion of all work required by the Contract. The Contractor’s invoice shall indicate the amount due, less the retainage. Upon final acceptance of the work, the Contractor shall submit an invoice for the retainage to the City and payment will be made as specified in the Contract. Payment of the retainage by the City shall not constitute nor be deemed a waiver or release by the City of any of its rights and remedies against the Contractor for recovery of amounts improperly invoiced or for defective, incomplete or non-conforming work under the Contract.
10. **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

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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 (FLSA).
- 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.

11. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):

- A. Contractors are required to obtain a certified criminal background report with fingerprinting (referred to as the "report") for all persons performing on the contract, including all Contractor, Subcontractor, and Supplier personnel (for convenience referred to as "Contractor's personnel").
- B. The report may be obtained by reporting to one of the below governmental entities, submitting to fingerprinting and requesting the report [requestors may anticipate a two-week delay for State reports and up to a four to six week delay for receipt of a Federal report.].
 - 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 prior to any onsite work commencement. Contractor also shall attach to each report the project name, Contractor's personnel name(s), current address(es), and a copy of the U.S. state-issued or foreign national driver's license or photo ID card.
- D. Contractor shall provide the City 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.

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- E. Upon receipt by the City of Contractor's affidavit described in (D) above and the list of the Contractor's personnel, the City will provide each of Contractor's personnel a contractor ID badge that is required for access to City property that shall be worn at all times by Contractor's personnel during the execution of the work.
 - F. The City reserves the right to deny an ID badge to any Contractor personnel for reasonable cause, including failure of a Criminal History background check. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's reports. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) calendar days of the receipt of notification of denial.
 - G. Contractor's personnel will be required to wear the ID badge at all times while on the work site. Failure to wear or produce the ID badge may be cause for removal of an individual from the work site, without regard to Contractor's schedule. Lost ID badges shall be reported to the City's Contract Manager. Contractor shall reimburse the City for all costs incurred in providing additional ID badges to Contractor Personnel.
 - H. ID badges to enter and/or work on the City property may be revoked by the City at any time. ID badges must be returned to the City at the time of project completion and acceptance or upon removal of an individual from the work site.
 - I. Contractor is not required to obtain reports for delivery personnel, including but not limited to FedEx, UPS, Roadway, or other materials delivery persons, however all delivery personnel must present company/employer-issued photo ID and be accompanied by at least one of Contractor's personnel at all times while at the work site.
 - J. The Contractor shall retain the reports and make them available for audit by the City during regular business hours (reference paragraph 17 in Section 0300, entitled Right to Audit).
12. **MONTHLY SUBCONTRACT AWARDS AND EXPENDITURES REPORT:** (reference paragraph 18 in Section 0300) (applicable when an MBE/WBE Compliance Plan is required)
- A. The Contractor must submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager specified herein and to the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
 - B. Mail the Purchasing Office Copy of the report to the following address:

City of Austin
Purchasing Office
Attn: Contract Compliance Manager
P. O. Box 1088
Austin, Texas 78767
13. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).
- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
 - B. The City does not accept any responsibility or liability for the purchases by other governmental agencies

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through an interlocal cooperative agreement.

14. **WORKING ON OR NEAR ENGERGIZED EQUIPMENT – ARC FLASH PROTECTION (reference Section 0300 Paragraph 11. Compliance With Health, Safety, and Environmental Regulations)**: Contractor's employees shall wear at all times the proper personal protective equipment and clothing required for the head, face, torso, arms, hands, and lower body that provides a minimum Arc Thermal Protection Value (ATPV) of 12 calories per square centimeter (cal/cm²) when working on or near energized electrical equipment, or greater, if required by the NFPA Standard 70E and/or Article 410 of the NESC for the work being performed.
36. **OWNERSHIP AND USE OF DELIVERABLES**: The City shall own all rights, titles, and interests throughout the world in and to the Deliverables.
- A. **Patents**: As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.
- B. **Copyrights**: As to any 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 36 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 Paragraph 36 A., B., and C. shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should arise to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph above.
39. **PROJECT/CONTRACT MANAGER**: The following person is designated as Project/Contract Manager under this contract, and will act as the operational contact point between the City and the Contractor during the term of the Contract:

Indu Anish, IT Project Manager Sr.
512-322-6374
Indu.Anish@austinenergy.com

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38. **CONTRACT ADMINISTRATOR**: The following person is designated as Contract Administrator, and will act as the contact point between the City and the Contractor on all contract-related matters during the term of the Contract:

Colin Donovan
Colin.donovan@austinenergy.com
(512) 322-6332

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

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SECTION 0401: SUPPLEMENTAL IT CLOUD PURCHASE PROVISIONS
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I. The following changes are made to Section 0100, Standard Purchase Definitions:

A. Add the following definitions:

“Affiliate” means, including but not limited to, (i) Service Provider’s parent, subsidiaries, sister companies, partnerships, joint ventures, franchisees, assigns, business partners, contractors, subcontractors and consultants, controlling, controlled by or under common control of Service Provider as they may change from time to time and (ii) Users, as they may change from time to time. The successful Service Provider shall become the **“Service Provider”** of Deliverables and Services required by the Contract, and is also equivalent to **“Contractor.”**

“Amendment” means a written document executed by both Parties that modifies the terms of this Master Software as a Service Contract, including referenced attachments.

“Authorized Persons” means the Service Provider’s qualified employees, contractors, subcontractors or other agents who need to access the City’s or City’s customers’ Personal Data to enable the Service Provider to perform the Services required who are located in the United States and successfully complete the City of Austin’s required background check process and related requirements of the Contract.

“Change Order Request” means the written document provided by City to Service Provider requesting changes to Service Provider’s obligations under this Contract.

“Change Order Response” means the written document provided to City by Service Provider in response to City’s Change Order Request.

“City” means the City of Austin, Texas, a municipal corporation and subdivision of the State of Texas, or a department of same.

“City Confidential Information” means (a) information provided by the City that is marked or identified as confidential, (b) information, including software, computer programs, documentation, processes, procedures, techniques, technical, financial, customer, personnel and other business information of a non-public nature that would reasonably be understood to be confidential whether or not marked or identified as confidential, (c) information generated by Contractor (or subcontractor) that contains, reflects, or is derived from Confidential Information, (d) Personal Identifying Information, (e) Sensitive Personal Information, and (f) all other information made confidential by federal, state or local law or regulation. City Confidential Information is part of City Data.

“City Data” means all data created, received, or in any way originating with the City or its customers, and all data that is the output of computer processing or other electronic manipulation of any data that was created by or in any way originated with the City or its customers, whether such data or output is stored on the City’s hardware, the Service Provider’s hardware, or exists in any system owned, maintained or otherwise controlled by the City or by the Service Provider or by the Service Provider’s Affiliates.

“City Identified Contact” means the person or persons designated in writing by the City to receive security incident notification or Data Breach notification.

“Cloud Service” means any Service made available to Users via the Internet from a provider’s servers as opposed to being provided from City’s own on-premises servers. In this instance, it would mean such Services provided by the Service Provider.

“Confidential Information” means all written or oral information, which may be disclosed by either Party to the other, related to the business operations of either Party or a third party that has been identified as confidential or that by the nature of the information or the circumstances surrounding disclosure ought reasonably to be treated as confidential; **Personal Data** and **“City Confidential Information”** are subsets of Confidential Information.

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“Data Breach” means the unauthorized access by a non-authorized person(s) that results in the use, disclosure or theft of City’s or City’s customers’ unencrypted Personal Data or City Confidential Information.

“Documentation” means the documentation created by the Service Provider for the Services provided but does not include customized documentation prepared under the Contract and which are Deliverables under the Contract, including the Statement of Work; such Deliverables are wholly owned by City and Service Provider shall make no claim to such Deliverables.

“FACTA” means the Fair and Accurate Credit Transactions Act, 15 U.S.C. §§ 1681-1681x.

“Illicit Code” has the meaning set forth in City of Austin Purchasing Office Standard Purchase Provisions Section 0300 Paragraph 22.

“Non-Public Data” means data, other than Personal Data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the City because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.

“Non-subscription Services” means the Services provided to City by Service Provider under this Contract that are not included in the definition of Subscription Services. Non-subscription Services shall include, but not be limited to, consulting, implementation, customization and other services provided to City by Service Provider under this Contract, together with all documentation provided by or otherwise required of Service Provider for any of the consulting, implementation, customization or other Services it provides.

“Personal Data” means data that includes information relating to a person that identifies the person by name and has any of the following (a) Personal Identifying Information (PII): government-issued identification numbers (e.g., Social Security, driver’s license, passport); financial information, including account number, credit or debit card numbers; or (b) Protected Health Information (PHI) relating to a person; or (c) Sensitive Personal Information (SPI) relating to a person.

“Personal Identifying Information” means information that alone or in conjunction with other information identifies an individual, including an individual’s name, Social Security number, date of birth, or government-issued identification number; mother’s maiden name; unique biometric data, or unique electronic identification number or address or routing code.

“Protected Health Information” means the health information protected under the federal Health Insurance Portability and Accountability Act (“HIPAA”) and more specifically, information that is a subset of health information, including demographic information, collected from an individual, that (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

“Service Provider” means, more specifically, the legal entity responding to City’s Call Center Replacement Request for Proposal with a formal Proposal. The successful Service Provider shall become the **“Service Provider”** of Deliverables and Services required by the Contract.

“Service Provider Information” means all techniques, algorithms and methods or rights thereto owned by or licensed to Service Provider during the term of this Contract and employed by Service Providers in connection with the Subscription Services and the Non-subscription Services provided to City.

“Service Provider Software” means software that was developed or licensed to Service Provider independent

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of this Contract and which Service Provider utilizes to provide the Subscription Services or the Non-subscription Services.

“Security Incident” means (a) the potentially unauthorized access or actual disclosure to non-authorized persons of Personal Data or Non-Public Data the Service Provider believes could reasonably result in the use, disclosure or theft of City’s or City’s customers’ unencrypted Personal Data or Non-Public Data within the possession or control of the Service Provider, or (b) a violation or imminent threat of violation of computer policies, acceptable use policies, compliance requirements, or other regulatory requirements. A security incident may or may not turn into a Data Breach.

“Sensitive Personal Information” means an individual’s first name or first initial and last name in combination with any one or more of the following, if the name and the items are not encrypted: (a) Social Security number, driver’s license or government issued identification number, or (b) an individual’s account number or credit or debit card number in combination with any required security code, access code or password that would permit access to an individual’s financial account, or information that identifies an individual and relates to his physical or mental health or condition, or to the provision of health care to the individual.

“Service Level Contract” (SLA) means a written agreement between both the City and the Service Provider that is subject to the terms and conditions of the Contract that, unless otherwise agreed, includes (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) security responsibilities and notice requirements, (5) how disputes are discovered and addressed, and (6) any remedies for performance failures.

“Service Levels” means the performance specifications for work performed by the Service Provider under a SaaS Subscription Schedule or Statement of Work.

“Software-as-a-Service” (SaaS) means the Services provided to the City to use the Service Provider’s offering running on non-City owned infrastructure. The User does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

“SaaS Software Application” and **“SaaS Software”** mean the computer software listed on a SaaS Subscription Schedule to which Service Provider has granted City access and use as part of the Subscription Services. This includes any customization, other derivative works, upgrades, releases, fixes, patches, etc. related to the software that Service Provider develops or deploys during the term of this Contract, together with all documentation provided by or otherwise required of Service Provider for any of the software, customization, other derivative works, upgrades, releases, fixes, patches, etc.

“SaaS Subscription Schedule” means the document, part of the Contract, executed by both Parties that sets out the Parties’ rights and obligations with respect to City’s access to and use of the SaaS Software Application.

“Statement/Scope of Work” means a written statement of Deliverables (including Services) in this Request for Proposal and, ultimately, the Contract, which describes the City’s Service needs and expectations.

“Subscription Services” means City’s access to and use of and Service Provider’s provision of the SaaS Software Applications and other Services listed on a SaaS Subscription Schedule and in accordance with the terms and conditions set forth in the SaaS Subscription Schedule and Contract documents, as appropriate.

“Third Party” means any natural person or legal entity other than Service Provider and City.

“Transition Date” means the date upon which it is established to City’s satisfaction that the SaaS Software Application is stable enough to support City’s production processing.

“User” means City’s employees, agents, consultants, outsourcing companies, contractors and others who are authorized by City to access and use the SaaS Software Applications and any part or portion of the Subscription Services or non-Subscription Services in the performance of their duties for City.

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“User Information” means all information directly or indirectly obtained from Users accessing the SaaS Software Applications where such information is obtained by Service Provider or by any of its employees, representatives, agents or any Third Parties having contractual privity with Service Provider or who are under Service Provider’s supervision or control.

“Work Product” means all deliverable and other materials, products or modifications developed or prepared for City by Service Provider under this Contract, including without limitation, any integration software or other software, all data, program images and text viewable on the Internet, any HTML code relating thereto, or any program code, including program code created, developed or prepared by Service Provider under or in support of the performance of its obligations under this Contract, including manuals, training materials and documentation, but excluding the Service Provider’s Software.

II. The following changes are made to Section 0300, Standard Purchase Terms and Conditions:

A. Section 3, Contractor to Package Deliverables, is deleted in its entirety and replaced with the following:

3. **DATA LOCATION:** *The Service Provider shall provide its Services to the City and its end users solely from data centers in the U.S. Storage of City Data at rest shall be located solely in data centers in the contiguous U.S. The Service Provider shall not allow its personnel or contractors to store City Data on portable devices, including personal computers, except for devices that are used and kept only at its contiguous U.S. data centers. The Service Provider shall permit its personnel and contractors to access City Data remotely only as required to provide technical support. The Service Provider shall provide technical user support on a 24/7 basis unless otherwise provided in this Contract.*

B. Sections 4 through 8 are reserved in their entirety.

C. Section 10, Workforce includes the following additional subsections:

D. **Subcontractor Disclosure:** *The Service Provider shall identify all of its strategic business partners related to Services provided under this Contract, including but not limited to all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Service Provider, and who shall be involved in any application development and/or operations.*

E. **Background Checks:** *The Service Provider shall conduct and obtain criminal background checks as required by the Workforce Security provision of the Contract, and shall not utilize any staff, including Subcontractors, to fulfill the obligations of the Contract, who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Service Provider shall promote and maintain an awareness of the importance of securing the City’s information among the Service Provider’s employees and agents.*

F. **Non-disclosure and Separation of Duties:** *The Service Provider shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of City data to that which is absolutely necessary to perform job duties.*

G. **Right to Remove Individuals:** *The City shall have the right at any time to require that the Service Provider remove for any or no reason at all from interaction with City any Service Provider representative whom the City believes is detrimental to its working relationship with the Service Provider. The City shall provide the Service Provider with notice of its determination if reasonably possible. If the City signifies that a potential security violation or other immediate risk situation exists with respect to the request, the Service Provider shall immediately remove such individual. The Service Provider shall not assign the person to any aspect of the Contract or future work orders without the City’s consent.*

D. Section 16, Special Tools and Test Equipment is deleted in its entirety and replaced with the following section 16:

Import and Export of Data: *The City shall have the ability to import or export data piecemeal or in entirety at its discretion without interference from the Service Provider. This includes the ability for the*

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City to import or export data to/from other Service Providers.

E. Section 17, Audits and Records, includes the following additional subsections:

D. **Access to Security Logs and Reports:** *The Service Provider shall provide reports to the City in a format as specified in the SLA agreed to by both the Service Provider and the City. Reports shall include latency statistics, User access, User access IP address, User access history and security logs for all City files related to this Contract.*

E. **Data Center Audit:** *The Service Provider shall perform an independent audit of its data centers at least annually at its expense, and provide a redacted version of the audit report upon request. The Service Provider may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.*

F. Section 19, Warranty-Price is deleted in its entirety and replaced with the following Section 19:

19. **WARRANTY - PERFORMANCE:** *Service Provider represents and warrants that: (a) Subscription Services provided under any SaaS Subscription Schedule and Non-subscription Services provide under a Statement of Work shall be provided and performed by qualified personnel in a professional, workmanlike manner, consistent with the prevailing standards of the industry; (b) it shall use industry best practices to fulfill its obligations under each SaaS Subscription Schedule and Statement of Work; and (c) any Deliverables provided by Service Provider shall operate in conformance with the terms of this Master Software as a Service Contract and the applicable Schedules and Statements of Work.*

G. Section 20, Warranty-Title is supplemented with the following language:

Service Provider also warrants that it has all authority necessary to provide for City's access and use of the Subscription Services and the Non-subscription Services for the purposes set forth in this Master Software as a Service Contract, including in any SaaS Subscription Schedule and in any Statement of Work. Service Provider further represents and warrants that sale, licensing or use of any of the Subscription Services and of the Non-subscription Services furnished under this Contract does not and shall not infringe, misappropriate or otherwise violate any Third Party's intellectual property rights. In accord with the provision herein on Indemnity, the Service Provider shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables. Service Provider also warrants that (i) the execution and delivery of this Contract and the performance by Service Provider of its obligations hereunder have been duly and validly authorized by all necessary corporate actions; and (ii) this Contract has been duly and validly executed and delivered by Service Provider and constitutes the legal, valid and binding obligation of Service Provider, enforceable against Service Provider in accord with its terms.

H. Section 21, Warranty-Deliverables includes the following subsection:

F. **WARRANTY – SOFTWARE:** *Unless otherwise expressly provided in this Master Software as a Service Contract, a SaaS Subscription Schedule or Statement of Work, Service Provider for itself and for and on behalf of its subcontractors, licensors, employees and agents warrants that: (a) the functions contained in the Subscription Services and in any Non-subscription Services provided under this Contract shall meet City's requirements, (b) the operation of the Subscription Services and any Non-subscription Services shall be uninterrupted and error free, (c) the Subscription Services and any Non-subscription Services shall have the capacity to meet the demand during the times specified in the Subscription Services Schedule(s) and in the Statement(s) of Work for Non-subscription Services and (d) the Subscription Services shall work with future specifications, as well as future releases of web browsers, and shall have both forward and backward functionality. Service Provider shall be liable for any damages that City may suffer arising out of use of, or inability to use, the Subscription Services and Non-subscription Services provided under this Contract. Without limitation, Service Provider's indemnification obligation under this*

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section includes any claim, damage, loss or expense arising from or in connection with any act by an agent, contractor, subcontractor, consultant, or employee of Service Provider that results in, or is intended by such agent, contractor, subcontractor, consultant, or employee to result in, harmful or otherwise unauthorized access into any of City's systems, data, City's Confidential Information, or City's technology.

I. Section 22, Warranty-Services includes the following subsection:

D. *Service Provider warrants that no software program, either in whole or in part, nor any portion of the Subscription Services or Non-subscription Services provided to City under this Contract, shall*

- *Contain any hidden file;*
- *Replicate, transmit or activate itself without control of a human operating the computing equipment on which it resides;*
- *Alter, damage or erase any data or computer programs without control of a human operating the computing equipment on which it resides;*
- *Contain any key, node lock, time-out or other function, whether implemented by electronic, mechanical or other means, that restricts or may restrict use or access to any software programs, Subscription Services or Non-subscription Services developed or data created under this Contract, based on residency on a specific equipment configuration, frequency of duration of use or other limiting criteria;*
- *Contain any virus, malicious, illicit or similar unrequested code, whether known or unknown to Service Provider; or*
- *Use electronic self-help, including but not limited to preventing electronically City's further or continued use of and/or access to the Subscription Services, Non-subscription Services, or any software or other portion thereof.*

Notwithstanding any provision in this Contract to the contrary, if any Subscription Service or Non-subscription Service has any of the above foregoing attributes (collectively, "Illicit Code"), Service Provider shall be in default of this Contract, and no cure period shall apply unless approved by an executive of the City. At the request of and at no cost to City, Service Provider shall remove any such Illicit Code from the licensed software as promptly as possible.

To protect City from damages that may be caused intentionally or unintentionally by the introduction of Illicit Code into City's computer systems, no software may be installed, executed or copied onto City's equipment without express warranty to City that Illicit Code does not exist. Service Provider agrees that in the event of any dispute with City regarding an alleged breach of this Contract, Service Provider shall not use any type of electronic means to prevent or interfere with City's use of any portion of the Subscription Services and Non-subscription Services. Service Provider understands that a breach of this provision could foreseeably cause substantial harm to City and to numerous Third Parties having business relationships with City. As a result, at City's option, City may subject Service Provider to the Liquidated Damages provision of this Contract or obtain injunctive relief against Service Provider which Service Provider agrees not to contest.

J. Section 23, Acceptance of Incomplete or Non-Conforming Deliverables, is deleted in its entirety and replaced with the following Section 23:

23. DATA

- A. *Data Ownership: The City owns all right, title and interest in City Data. Service Provider agrees it has no title or interest to City Data. The Service Provider shall not access City User accounts or City Data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this Contract, or (4) at the City's written request.*
- B. *Data Protection: Protection of personal privacy and City Data shall be an integral part of the business activities of the Service Provider to ensure there is no inappropriate or unauthorized use of City Data at any time. To this end, the Service Provider shall safeguard the confidentiality, integrity and availability of City Data and comply with the following conditions:*

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- i. The Service Provider shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of City Data, including non-public data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Service Provider applies to its own personal data and non-public data of similar kind.*
 - ii. All City Data (including subsets) obtained by the Service Provider in the performance of this Contract shall remain property of the City.*
 - iii. All Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Service Provider is responsible for encryption of the Personal Data. Any stipulation of responsibilities will identify specific roles and responsibilities and shall be included in the service level agreement (SLA), or otherwise made a part of this Contract.*
 - iv. Unless otherwise stipulated, the Service Provider shall encrypt all non-public data at rest and in transit. The City shall identify data it deems as non-public data to the Service Provider. The level of protection and encryption for all non-public data shall be identified and made a part of this Contract.*
 - v. At no time shall any data or processes – that either belong to or are intended for the use of a City or its officers, agents or employees – be copied, disclosed or retained by the Service Provider or any Service Provider Affiliate for subsequent use.*
 - vi. The Service Provider shall not use any information collected in connection with the Service it provides under the Contract for any purpose other than fulfilling the Contract requirements.*
- C. Compliance with Accessibility Standards:** *The Service Provider shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973.*
- D. Security:** *The Service Provider shall disclose its non-proprietary security processes and technical limitations to the City and shall provide protection of the City Data. For example: virus checking and port sniffing – the City and the Service Provider shall understand and memorialize each other's roles and responsibilities in the Contract documents. Service Provider agrees to adhere to the requirements of the Data Handling Controls. Service Provider agrees these provisions shall survive the termination of the Contract.*
- E. Compliance with Chapter 521 of the Texas Business and Commerce Code:** *Service Provider shall comply with all requirements of Chapter 521 of the Texas Business and Commerce Code, including being responsible for a program that protects against the unlawful use or disclosure of PII or SPI collected or maintained in the regular course of business. The program shall include policies and procedures for the implementation of administrative, technical, and physical safeguards, and shall also include appropriate corrective action in event of any Security Incident or Data Breach, and proper methods of destroying records containing PII or SPI.*
- F. Security Incident or Data Breach Notification:** *The Service Provider shall inform the City of any Security Incident or Data Breach as required by the Data Handling Controls or other relevant part of the Contract.*
- i. Incident Response:** *The Service Provider may need to communicate with outside parties regarding a Security Incident or Data Breach, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. Security Incidents or Data Breaches, especially notification and subsequent communication, should be handled on an urgent basis, as part of Service Provider's communication and mitigation processes as mutually agreed upon, defined by law, or contained in the Contract, including the Data Handling Controls.*

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- ii. **Security Incident Reporting Requirements:** The Service Provider shall report a Security Incident to the appropriate City identified contact immediately and without delay, as defined in the SLA.*
- iii. **Data Breach Reporting Requirements:** If the Service Provider has actual knowledge of a confirmed Data Breach that affects the security of any City Data, whether or not that is subject to applicable data breach notification law, the Service Provider shall (1) promptly notify by telephone the appropriate City identified contact as soon as reasonably possible, but no later than four (4) hours, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the Data Breach in a timely manner.*
- iv. **Data Breach Responsibilities:** The following subsection describes the Service Provider's supplemental responsibilities that apply when a Data Breach is suspected or occurs with respect to Personal Data or City Confidential Information within the possession, custody or control of Service Provider.*

- (1) The Service Provider, unless stipulated otherwise (including in the Data Handling Controls), shall immediately notify the appropriate City identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a **Security Incident**.*
- (2) The Service Provider, unless stipulated otherwise, shall promptly notify by telephone the appropriate City identified contact as soon as reasonably possible but no later than four (4) hours, unless shorter time is required by applicable law (or by another section of the Contract), if it confirms that there is, or reasonably believes that there has been a **Data Breach**. The Service Provider shall (1) cooperate with the City as reasonably requested by the City to investigate and resolve the Data Breach, (2) promptly implement necessary remedial measures, and (3) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the Services.*
- (3) Unless otherwise stipulated, if a Security Incident or a Data Breach is a direct result of the Service Provider's breach of its Contract obligations, the Service Provider shall bear all costs to remedy, including but not limited to (1) the investigation and resolution of the Security Incident or the Data Breach; (2) notifications to individuals, regulators or others required by state law; (3) a credit monitoring service required by state (or federal) law; (4) establishing a website or a toll-free number and call center for affected individuals required by state law (5) complete all corrective actions as reasonably determined by Service Provider based on root cause analysis.*

- K. BUSINESS CONTINUITY AND DISASTER RECOVERY** (This item is added to STANDARD PURCHASE TERMS Section 0300 as a new item)

The Service Provider shall provide a business continuity and disaster recovery plan ("Plan") to ensure that the City's recovery time objective (RTO) is met, all as stated in the Contract.

- L.** Insert the following language to supplement Section 27, Termination for Cause:

27. TERMINATION FOR CAUSE

In the event of termination of the Contract under this Section, the Service Provider shall implement an orderly return (in a CSV- or another mutually agreed format) of City Data at a time agreed to by the parties, and secure disposal of any City Data remaining in the care, custody or control of Service

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Provider, in accord with the Contract's requirements.

- A. *During any period of Service suspension, the Service Provider shall not take any action to intentionally erase any City Data.*
- B. *In the event of termination of any Services or this Contract in its entirety, the Service Provider shall not take any action to intentionally erase any City Data for a period of:*
 - i. *Ten (10) days after the effective date of termination, if the termination is in accordance with the Contract term;*
 - ii. *Thirty (30) days after the effective date of termination, if the termination is for convenience;*
 - iii. *Sixty (60) days after the effective date of termination, if the termination is for cause. After such sixty (60) day period, the Service Provider shall have no obligation to maintain or provide any City Data and shall thereafter, unless legally prohibited, delete all City Data in its systems or otherwise in its care, custody or control.*
- C. *The City shall be entitled to any post-termination assistance generally made available with respect to the Services at no extra charge unless a unique data retrieval arrangement has been established as part of the SLA.*
- D. *The Service Provider shall securely dispose of all City Data in all of its forms, such as disk, CD/DVD, backup tape and paper, when requested by the City. City Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the City.*

M. Insert the following language to supplement Section 28, Termination without Cause:

28. TERMINATION WITHOUT CAUSE

*(Added clauses A through D from Section 27, **Termination with Cause**, above, apply here also)*

N. Section 30, Delays, is supplemented to include the following additional language:

- C. *The Service Provider shall give advance notice (to be determined at the Contract formation time, and to be included in the SLA) to the City of any activities that may impact Service availability and performance. Planned upgrades must be coordinated with City such that they occur outside standard City hours of operations.*

O. Section 34, Notices, is supplemented to include the following additional language:

The Service Provider shall contact the City upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the City Data under this Contract, or which in any way might reasonably require access to the City Data. The Service Provider shall not respond to subpoenas, service of process and other legal requests related to the City without first notifying the City, unless prohibited by law from providing such notice.

P. **Grant of License.** *(This item is added to STANDARD PURCHASE TERMS Section 0300 as a new item).*

Service Provider, as Licensor and Contractor, hereby grants to City a non-exclusive license to use 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 its facilities for City's business operations. Licenses shall be non-transferable outside of City of Austin departments. 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

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thereto.

- Q. **Warranty Period following Final Acceptance Required.** (This item is added to STANDARD PURCHASE TERMS Section 0300 as a new item.)

The Service Provider, as Licensor, unless otherwise specified in the Contract, shall provide a warranty period for any Deliverable performance (including the Subscription Services and Non-subscription Services provided under this Contract) co-termed with the duration of the Contract ("Warranty Period"). If during the Warranty 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 incurred by the City incidental to such repair or replacement 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 Service 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 a material part of the functionality of the Service, as provided for in the SLAs) continue unresolved more than two (2) business days from the time Licensor begins to work on correcting same.

If during the Warranty Period, a Priority One level defect remains uncorrected for more than two (2) business days from the time the Service is down, then the City may (at its sole discretion) obtain an immediate refund of money paid by the City for the non-conforming Deliverables, including 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 monetary remedy available under this Contract if Licensor fails to use its best efforts to remedy the Priority One defect in the time set forth above.

- R. **Warranties by Licensor against Infringement; Indemnification.** (This item replaces STANDARD PURCHASE TERMS Section 0300, item no. 36.)

The Service Provider, as Licensor, represents and warrants to the City that (i) Deliverables (including any Service) supplied by the Licensor in accordance with the specifications in the Contract do not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; (ii) that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and (iii) 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 judgment the replacement Software does not provide equivalent functional performance.

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RFP 1100 ELF3000, MANAGED CONTACT CENTER COMMUNICATIONS & INFRASTRUCTURE SOLUTION**

- S. **Failure Levels and Response Times** (This item is added to STANDARD PURCHASE TERMS Section 300)
- A. *Major Failure - the Service is down or where such a substantial portion of the functionality of the Service is compromised that the City is unable to conduct its daily business using the Service to do the function for which it was purchased. A Major Failure is the same as a Priority 1 defect. Response times are set forth in other portions of the Contract, including the SLAs.*
 - B. *Minor Failure - the core application functionality remains unaffected but there is a peripheral problem that is compromising a non-substantial function of the Software. Minor Failures may be corrected by a workaround, bug fix, hot fix, or update.*

- T. **Acceptance Required; Acceptance Process** (This item is added to STANDARD PURCHASE TERMS Section 0300)

Deliverable (including Service) Acceptance. Acceptance for any particular Deliverable, including the Subscription and Non-Subscription Services ("Acceptance") shall not occur until City has determined that such Deliverables function substantially in accord with the specifications listed in Licensor's relevant technical documentation, and with any required test scripts and procedures developed according to any relevant Statement of Work ("Acceptance Test"). Any Acceptance Test procedures shall be developed jointly by City and Licensor, as provided by the Statement of Work. Should the Acceptance Test of any implementation of a Service not result in the required, documented level of performance, City shall notify Licensor in writing not later than three (3) business days after such inadequate performance that correction is required before Acceptance can occur. Licensor shall immediately respond to cure such defect, which cure shall not take longer than ten (10) business days after the failed Acceptance Test, unless City allows additional time for said cure. City shall then retest and, in City's sole determination, decide whether to accept or reject the Deliverable in writing. Should City reject same, City may, at City's option, either allow additional attempts to cure and subsequent re-test, or terminate the Contract. Should City terminate the Contract, City shall not be required to comply with the notice provisions of the Termination for Cause or Termination without Cause sections of this Contract, but may terminate immediately, and Licensor shall immediately refund all moneys paid, except for payments for services that were completed and accepted.

Once the Acceptance Test(s) are passed in City's determination, Licensor shall request Final Acceptance in writing. Final Acceptance of the Work shall officially occur by City stating same to Licensor in writing and by making the final payment to Licensor of the initial sum(s) due and owing, in line with any Statement of Work or Payment Schedule.

****END OF CONTACT CENTER COMMUNICATIONS & INFRASTRUCTURE SOLUTION SUPPLEMENTAL IT CLOUD PURCHASE PROVISIONS****

CITY OF AUSTIN PURCHASING OFFICE

SECTION 0500: SCOPE OF WORK

RFP 1100 ELF3000, MANAGED CONTACT CENTER COMMUNICATIONS & INFRASTRUCTURE SOLUTION

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About the City of Austin

The City of Austin, Texas, population 840,000, is the 13th largest city in the country. This vibrant and dynamic city tops numerous “Best” lists for business, entertainment, cost of living and quality of life. Austin was selected as the “Best City for the Next Decade” (Kiplinger), the “Top Creative Center” in the US (Entrepreneur.com), and is in the Top Seven List of Intelligent Communities for 2012 as ranked by the Intelligent Community Forum. Austin continues to lead the country with its vision of being the “Most Livable City in the Country”, emerging as a player on the international scene with such events as SXSW, Formula 1 and being home to companies such as Apple, Samsung, Dell, The Seton Healthcare Family and St. David's HealthCare systems. From the home of state government and the City of Texas, to the “Live Music Capital of the World” and its growth as a film center, Austin has gained worldwide attention as a hub for education, business, health, and sustainability. Since 1900, Austin's population has doubled every 20 years, with continued projected record-breaking growth into the next decade and beyond.

Austin Energy is a municipal utility that provides electric services for the community, as well as billing for other City department services, such as water and sewer services, solid waste (trash) collection, drainage, and street maintenance. Customers receive one combined utility bill for all utility services. Austin Energy's 437-square mile service area includes residents within Austin as well as portions of Travis, Williamson, and Hays counties. This includes approximately 465,000 electric customer accounts with more than 15% of the customer base outside of the city limits. Austin Energy is the eighth largest publicly owned utility in the United States with more than \$3.5 billion in assets and more than \$1 billion in annual revenue. Customers call the department's Contact Center to inquire about bills, make payments, request services be turned on or off, and for other utility-related reasons.

1.0 Purpose

The City of Austin d/b/a Austin Energy ("City" or "AE") seeks to establish a contract with a qualified Vendor to provide a Managed Contact Center Communications and Infrastructure Solution for our Contact Center as part of a customer care modernization initiative, that includes Utility Contact Center ("UCC") and Austin 3-1-1 ("3-1-1") contact centers.

The Vendor shall provide a Managed Contact Center Communications and Infrastructure Solution for customer-facing operations, but explicitly excluding Austin Energy field technicians.

Austin Energy's objective is to increase customer satisfaction by improving the quality of every interaction a customer facing employee has with customers, for example through reduced handle time, increased availability, effective data analytics, after-call surveys and speech analytics.

The Vendor shall provide services including hosting, maintaining, and implementing a Contact Center solution and ongoing lifecycle management of the solution, in accordance with the requirements specified in the executed contract. Vendor must provide application software; professional services, including implementation and training; any required equipment; and ongoing management, monitoring, and support; and must meet the technical and functional requirements described on the following pages. It is anticipated that Austin Energy would begin utilizing the Managed Contact Center Communications and Infrastructure Solution of the selected Vendor upon execution of a contract. In Austin Energy's case, the funding must be approved by its City Council before any contract may be executed.

The Vendor must be financially solvent, its employees, agents, or subcontractors of any tier must be competent to perform the Services required under this RFP document.

AE requires the Managed Contact Center Communications and Infrastructure Solution to be capable of providing services for approximately 600 team members at multiple sites, with any number of those working

remotely. Combined, the Utility Contact Center (“UCC”) and Austin 3-1-1 (“3-1-1”) receive on average approximately 7,000 inbound calls per day, with frequent peak days above 10,000 calls per day. Additionally, the Utility Contact Center (“UCC”) and Austin 3-1-1 (“3-1-1”) make approximately 2,000 calls per day to customers regarding past due bills, collections accounts and other credit related activities. Approximately 1,000 calls per day are transferred from the contact center to our other City telephony systems. Please refer to Appendix 5.18 Contact Center Sizing Detail for additional information concerning current capacity. The Utility Contact Center (“UCC”) and Austin 3-1-1 (“3-1-1”), while located in different physical buildings, are complementary, providing business continuity and disaster recovery backup for the other as needed. Additionally Austin Energy requires that the proposed solution be capable of supporting our team members to work remotely, regardless of corporate network status.

As a separate City service, Austin 3-1-1 provides the citizens of Austin with a simple, single point of contact for every City department. Austin 3-1-1 receives over one million contacts a year producing over 300,000 service requests generating work assignments for departments within the City of Austin. Austin 3-1-1 is a robust Citywide Information Center where ambassadors are available to answer residents’ concerns 24 hours a day, 7 days a week, and 365 days a year.

2.0 Current Environment

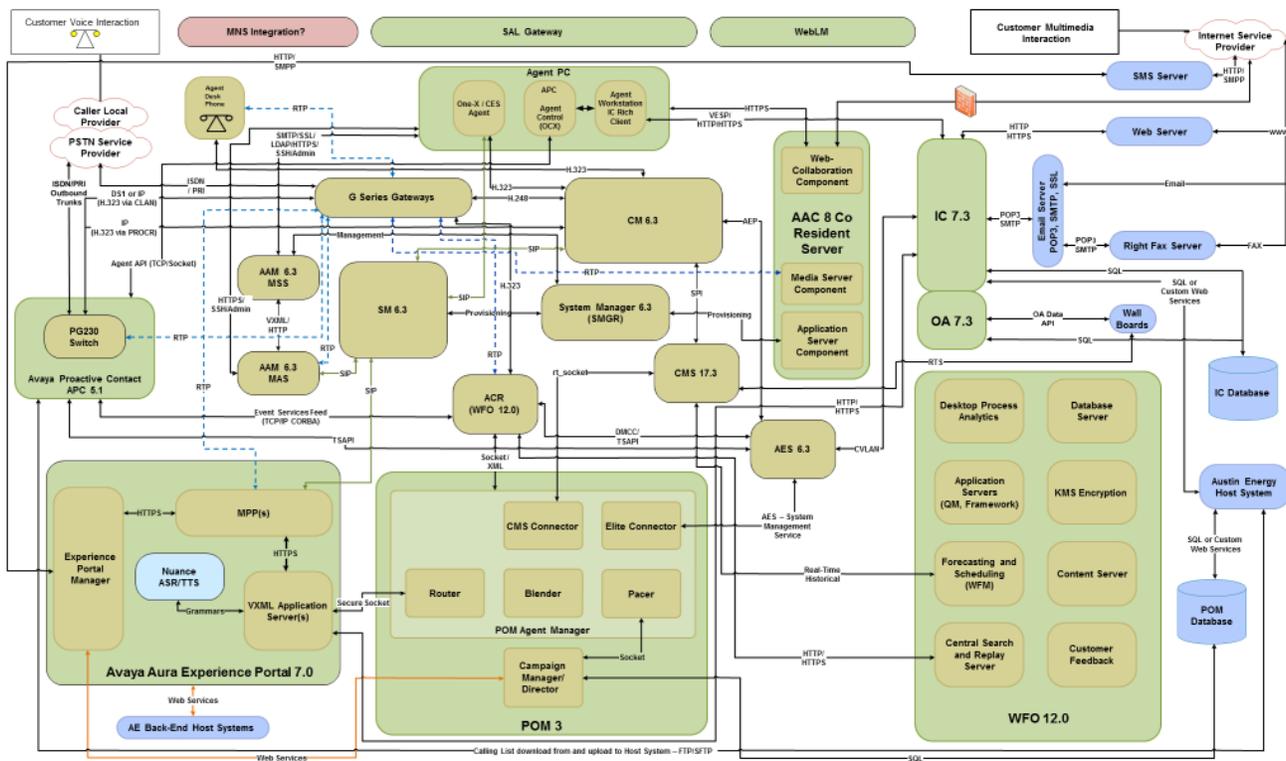
Austin Energy's current contact center environment consists of a combination of hardware and software that are located at internal locations. Information about Austin Energy's current contact center environment is provided in this section. Details of other applications and dependencies are also included.

2.1 **Contact Center Telephony Platform**

Austin Energy's current contact center telephony solution is an on premise implementation of Avaya's platform. The major system components are as follows:

- Call Manager 6.3
- Reporting (CMS) 17.3
- Interactive Voice Response (IVR) 7.0
- Workforce Optimization (WFO) 12.0
- Computer Telephone Integration (CTI) 6.3
- Proactive Outreach Manager (POM) (Soft Dialer) 3.0
- Interaction Center (Multichannel Engine) 7.3
- Proactive Contact (Dialer) 5.1
- Callback Assist 12.0

The following diagram illustrates the current logical architecture for the telephony environment. Please refer to section 5.16 for a glossary terms and definitions.



2.2 Application Interoperability

The following technologies are part of the target contact center ecosystem.

Application Name and Version	Description and Role
Microsoft 365 E3	Corporate email platform and functionality level.
Oracle CC&B 2.6	CRM used by UCC team (CTI integration, IVR self-service)
Motorola PremierOne CSR 4.4	CRM used by 3-1-1 team (CTI integration)
Cisco CallManager 8.5	Internal telephony system for Austin Energy
TIBCO ActiveMatrix BusinessWorks 6.4	Enterprise Service Bus (ESB) integration platform
Microsoft Windows 10 Enterprise	Desktop Compute Operating System
Kronos Workforce Dimensions	Timekeeping system required for adherence and scheduling (timestamping and time-off administration)
FiServ BilMatrix®	Consumer payment application
Kubra Storm Center™ 4.6 and Notifi®	Outage reporting and status tool

2.3 High Volume Call Answering

Austin Energy uses Twenty-first Century Communications HVCA to handle outage overflow and this service is manually activated.

2.4 Computing Environment / Desktop Systems

The target standard desktop for Austin Energy is a personal computer with the following core specifications:

- Windows 10 Enterprise 64-bit (or other mainstream operating system under active vendor support)
- 8 GB system RAM
- 256 GB local storage (minimum)
- HTML 5 (or greater) compatible browser
- Average 2 screen desktops, can be more or less

Austin Energy prefers to have the option to utilize Virtual Desktop Infrastructure in the future.

2.5 WAN Connectivity

Currently the average network speeds for internet connectivity are as follows:

- Download: 45 Mbps
- Upload: 21 Mbps
- Latency: 3 ms

The UCC and Austin 3-1-1 contact centers are currently dual-homed into the Austin Energy Metro Area Network and City of Austin network (Greater Austin Area Telecommunication Network, "GAATN"). All applications and equipment must be accessible from both networks. The solution shall be built so that redundancy is maintained across each network. Each network should be able to operate independently in case the other network fails

3.0 Functional and Technical Specifications

The Vendor shall provide a solution that meets the minimum requirements indicated in this section 3.0. AE's preferred functional and technical specifications are also indicated below.

A. General System Design

Austin Energy has a strategic initiative to implement a solution that is highly scalable and configurable by Contact Center associates.

3.1 Architecture/Business Continuity

3.1.1	Core hardware such as processors, power supplies, hard drive systems, network interface cards, etc., of the proposed solution shall be redundant and fault tolerant to avoid single points of failure. The proposed solution shall be capable of surviving the loss of any single critical component. Thus, the proposed solution shall avoid a "single point of failure" with redundant core components in an "active/ active" configuration that includes duplicated power supplies and other required elements to eliminate system outage.	T	M
3.1.2	Due to the nature of the contact center and the calls we service, the phone system, the proposed solution shall have, "seven nines" 99.99999% availability. Individual solution components may have availability five nines availability, as long as telephony service is maintained at seven nines. Support shall be available seven days per week, 365 days per year, with immediate response time in the event of any stop-work outage.	F	M
3.1.3	The proposed solution shall support redundant network connectivity to two upstream devices via ether channel attachment (802.1AX) for any on-site equipment other than hardware telephones.	T	M
3.1.4	The proposed solution shall be within three AS-hops from local broadband access providers in the Austin Area.	T	M
3.1.5	The proposed solution shall have QOS for call quality for any network connections carrying voice from the provider to the contact centers and Austin Energy's corporate headquarters.	T	M
3.1.6	The proposed solution shall adhere to ITU-T H.323 and have the ability to use any compatible codecs, including G.729, G.711, or G7.22.	T	M
3.1.7	The proposed solution shall provide the ability to use an alternate route that will leverage the Austin Energy Metro-Area Network and City of Austin network (GAATN) to distribute calls to the users.	T	M
3.1.8	The proposed solution shall perform data backup and storage such that no data is lost in case of system failure.	T	M
3.1.9	The proposed solution will define acceptable maximum jitter, latency, and packet retransmit/drop percentages to support a high quality customer experience.	T	M
3.1.10	The proposed solution will deliver a system architecture diagram that shows all connections (showing all ports, protocols, and hosts) between the solution and UCC and Austin-3-1-1 agent locations.	T	M

T – Technical, M – Minimum requirement, F – Functional, P – Preferred

3.2 Systems Management / Administration

3.2.1	The proposed solution shall provide an access method for trained AE personnel to perform standard system software-based configuration changes.	F	M
3.2.2	The proposed solution shall provide AE System Administrator(s) the ability to build and modify station programming, routing rules, user groups, and other system features, and to print reports concerning such database information.	F	M
3.2.3	The proposed solution shall be capable of providing multiple administrative levels, based on user profiles.	F	M
3.2.4	The proposed solution shall be easily accessible and easy to query, modify and manage using a GUI.	F	M
3.2.5	The proposed solution shall have the ability to preprogram tasks that can be scheduled to execute later (typically during off-hours).	F	M
3.2.6	The proposed solution shall allow AE to monitor, discover and assess vulnerability without impacting performance.	T	M
3.2.7	The proposed solution shall have the ability to output events using a Common Informational Model (CIM), compatible with SPLUNK.	T	M
3.2.8	The proposed solution will have platform management tools that allow for the efficient administration and management of the solution.	F	M

T – Technical, M – Minimum requirement, F – Functional, P – Preferred

3.3 Scalability and Elasticity

3.3.1	The proposed solution shall have the ability to scale and respond to unexpected call or digital channel peaks.	T	M
3.3.2	The proposed solution shall have the ability to handle changes in different resource areas, such as seats/licensing, overall calls and call ratios.	T	M
3.3.3	The proposed solution shall have no constraints in terms of voice or network capacity, or platform scalability that would require reimplementation to resolve.	T	M

T – Technical, M – Minimum requirement, F – Functional, P – Preferred

3.4 Dial Tone and Network Services

3.4.1	The proposed solution shall have the ability to extend inbound Automatic Number Identification (ANI) or Caller ID digits to the users.	T	M
3.4.2	The proposed solution shall have ANI data also available to peripheral devices, including voicemail systems and analog extensions.	T	M

T – Technical, M – Minimum requirement, F – Functional, P – Preferred

3.5 Security

3.5.1	The proposed solution will conform to Trusted Service Principles (current standard version SSAE18 or newer).	T	M
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3.5.2	In the proposed solution, technology and equipment shall be hardened in accordance with security best practices.	T	M
3.5.3	All components of the proposed solution shall be protected from computer viruses and malware.	T	M
3.5.4	The proposed solution shall permit AE to run security and discovery scans against any technology on AE's network.	T	M
3.5.5	Any identified vulnerabilities in the proposed solution shall have mitigation plans.	T	M
3.5.6	The proposed solution shall support automated provisioning and single sign-on ("SSO"), using SAML or ADFS.	F	M
3.5.7	The proposed solution shall allow user accounts and privileges to be managed remotely	T	M
3.5.8	The proposed solution shall support two-factor authentication.	T	M
3.5.9	The proposed solution shall allow the governance of access to data, functionality, views and configuration by definable user privileges that can be managed on a role-by-role or user-by-user basis.	T	M
3.5.10	The proposed solution shall provide optional support for secure connections to customers/business partners.	T	M
3.5.11	It is preferred that the solution provides fraud and intrusion detection.	T	P

T – Technical, M – Minimum requirement, F – Functional, P – Preferred

3.6 Compliance

3.6.1	The proposed solution shall comply to the below industry application and security compliance requirements: 1. Industry Compliance - Payment Card Industry (PCI) compliance 2. International Standards - ISO 9001 quality management system accreditation 3. City of Austin City Code Chapter 2-11 relating to Records Management (See Appendix 6.2)	T	M
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T – Technical, M – Minimum requirement, F – Functional, P – Preferred

3.7 Telephony Features

3.7.1	The proposed solution shall provide, at a minimum, the full range of features resident in current state-of-the-art PBX systems. This would include common telephony capabilities such as, but not limited to, the basic features of hold, transfer, redial, park, pickup, call forwarding outside system with return (sometimes called single number reach with one mailbox), distinctive ringing, etc.	F	M
3.7.2	The proposed solution shall support a call history log with the ability to launch a callback from the history log, as well as export the log, including Caller ID.	F	M
3.7.3	It is desired for the proposed solution to have the call history log on the phone as well as the PC client.	F	P
3.7.4	The proposed solution shall provide advanced emergency call capabilities such that the location of all devices, including IP phones, are associated with either a switch port, an IP address, or some other controlled location identifier. This location information and the related user information shall be maintained in a database that accommodates automatic updates to the PSAP database when a device/user is moved.	F	M

T – Technical, M – Minimum requirement, F – Functional, P – Preferred

3.8 IP-Telephony Desktop Requirements

3.8.1	The proposed solution shall have a system architecture that supports a blended desktop environment.	T	M
3.8.2	The proposed solution shall accommodate converged network traffic. Austin Energy's network is fully converged.	T	M
3.8.3	The proposed solution shall have hardware phones compatible with the 802.3af (Power over Ethernet) or 802.3at (POE+) Industry Standards.	T	M
3.8.4	The proposed solution shall have full functionality available using software phones to enable agents and supervisors to work remotely.	T	M
3.8.5	The proposed solution shall support a variety of phone sets.	T	M
3.8.7	The proposed solution shall have full functionality available on hardware phones with the capacity for a minimum of three extension lines plus programmable buttons and a hands-free full-duplex speakerphone.	T	M
3.8.8	The proposed solution shall use LCD (paperless) designations for all programmable buttons on desktop phones.	T	M

T – Technical, M – Minimum requirement, F – Functional, P – Preferred

3.9 Telephony Functional Requirements

3.9.1	The proposed solution shall have the ability to use a PC-based call control desktop application that works in conjunction with fixed telephones.	F	M
3.9.2	The proposed solution's call control client shall include, at a minimum, mouse control of features; keyboard access to telephony directories; "click to dial" features, including recognizing a telephone number within a document or web page displayed on the PC screen; call logs; one-click to activate record on demand (for those that are authorized); etc.	F	M
3.9.3	The proposed solution shall have the capability for all users to use a PC client as a fully functional soft-phone without any associated telephone set, either as the primary agent phone or to facilitate the agent to telework on an ad-hoc basis.	F	M
3.9.4	The proposed solution shall provide users ability to make basic programming changes to their telephone sets (browser based).	F	M
3.9.5	The proposed solution shall support integration with the Contacts lists from Microsoft Office 365 and other tools.	F	M

T – Technical, M – Minimum requirement, F – Functional, P – Preferred

3.10 Mobility

3.10.1	In the event of an emergency, the proposed solution shall have the ability to access the phone system remotely and by using a variety of devices that could include Windows, Apple, and Android devices.	F	M
3.10.2	The proposed solution shall extend office telephone system features to mobile employees, both on- and off-site.	F	M

3.10.3	The proposed solution shall include the integration of desk phones with cell phones (single number) and the ability to bridge calls (simultaneous ring) while maintaining only one (system) mailbox.	F	M
3.10.4	The proposed solution shall allow for a mobile client for the various client devices, including cell phones, tablets, etc.	F	M
3.10.5	The proposed solution shall have remote access capability, from any on- or off-site location, to receive all interaction types. a. Computer softphone enabled b. Desktop hard phones for all identified end-users in-house.	F	M

T – Technical, M – Minimum requirement, F – Functional, P – Preferred

3.11 Voice Mail / Unified Messaging

3.11.1	The proposed solution shall allow users to easily transfer active calls directly to another user's voicemail box, bypassing the user's telephone, when appropriate.	F	M
3.11.2	The proposed solution shall allow for users to have their choice of basic voicemail, integrated messaging, or unified messaging.	F	M

T – Technical, M – Minimum requirement, F – Functional, P – Preferred

3.12 Physical and Power Requirements

3.12.1	In the proposed solution, any on-site equipment other than telephone devices shall be rack mountable in industry standard two- or four-post racks. Equipment should operate on circuits providing 208V at 60 Hz.	T	M
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T – Technical, M – Minimum requirement, F – Functional, P – Preferred

B. Contact Center System Capabilities

It is recognized that the Vendors may have multiple solutions they can propose that are capable of providing basic and advanced features. This section identifies requirements outside of the core contact center feature set (See Section 3.7) for which you must propose a solution.

3.13 Core capabilities

3.13.1	The proposed solution shall provide advanced contact center capabilities. Although all capabilities may not be activated immediately, at a high level the solution must include the following: <ul style="list-style-type: none"> • Multimedia routing (voice, email, fax, chat) • Agent and supervisor desktop client • Real-time and historical reporting • IVR • Quality Monitoring and Recording • Workforce Management • Virtual Queuing • Skills-based Routing • Pre- and Post-Interaction Survey • Call me now (or scheduled) • Web-Chat • Mobile Text Messaging • Email • Social Media 	F	M
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	<ul style="list-style-type: none"> • Omnichannel unified interaction management (seamlessly migrate an interaction from one contact modality to another) • Self-service portal integration (problem and identity capture, online history) • Integrate with on premise telephony systems • Ability to route repeat callers to the same agent • Unlimited dialer campaign capacity • Easy team member planning, forecasting, and scheduling across channels • Meet all legislative and industry requirements (See 3.1.6 Compliance) 		
3.13.2	The proposed solution shall have the ability to hand off calls (via SIP) to internal City of Austin call managers (multiple brands) using 5-digit dialing. Where these users are on a different system, it is required that the link between systems support typical caller information exchange, such as, name and number of the caller.	T	M
3.13.3	The proposed solution shall support third-party software integration to enable applications such as Screen Pop from Austin Energy systems, including but not limited to, Oracle CC&B 2.6, Motorola Open311, and Motorola PremierOne CSR 4.4.	T	M
3.13.4	The proposed solution shall allow agents to be able to log in from a remote location, with the same suite of tools that is available to on-site agents.	F	M

T – Technical, M – Minimum requirement, F – Functional, P – Preferred

3.14 Multi-Department Support

3.14.1	<p>The proposed solution shall allow the following departments and workgroups to use all or part of the intended systems, and the use and settings of the systems shall not interfere with other departments. Departments may combine or expand in the future, and additional departments may be added, if necessary.</p> <ol style="list-style-type: none"> 1. Utility Contact Center (UCC) 2. Austin 3-1-1 3. Escalations 4. Customer Assistance Program (CAP) 5. Collections 6. Billing 7. Walk-In Branches 8. Remittance Processing 9. Quality & Training 10. Austin Water Utility (AWU) 11. Austin Resource Recovery (ARR) 	F	M
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T – Technical, M – Minimum requirement, F – Functional, P – Preferred

3.15 Role Administration

3.15.1	The proposed solution shall provide Administrators the ability to create access groups with customized roles and permissions that can be assigned to users of the system. The groups can be permitted to access multiple or individual parts of the system.	F	M
3.15.2	In the case of multiple roles assigned to a single user, the proposed solution shall grant the most allowed permission and not disallow permissions granted by other assigned roles.	F	M

T – Technical, M – Minimum requirement, F – Functional, P – Preferred

3.16 Agent Administration

3.16.1	The proposed solution shall allow Agents to be assigned to demographic groups used for filtering, such as Spanish/Contractor/Rotations/Skill Sets, etc.	F	M
3.16.2	The proposed solution shall allow demographic groups to filter any data or reports system wide.	F	M
3.16.3	The proposed solution shall allow demographic groups and filters to be set up as global option or personal use only.	F	M
3.16.4	The proposed solution shall allow Agents to be assigned to any/all skills as needed	F	M
3.16.5	The proposed solution shall allow Administrators the ability to assign customizable agent-data attributes, e.g., contact numbers, birthday, distance from work, etc.	F	M
3.16.6	The proposed solution shall support single sign-on (“SSO”) via SAML or ADFS across multiple AD domains.	F	M

T – Technical, M – Minimum requirement, F – Functional, P – Preferred

3.17 Interactive Voice/Media Response Capabilities

3.17.1	The proposed solution shall include Integrated Voice/Media Response (“IVR”) system to provide call handling functions that span multiple departments, as well as, serve as a “front door” to the Contact Center. Departments outside of the Contact Center may also utilize the IVR for self-service options.	F	M
3.17.2	The proposed solution shall be capable of voice recognition for basic commands, such as, “Yes,” “No,” and other simple words or pre-determined phrases and also accept touchtone responses in the prompt (e.g., “Please say or press 1”).	F	M
3.17.3	The proposed solution shall have the ability to use directed and natural language speech recognition.	F	M
3.17.4	The proposed solution shall support English and Spanish languages and provide Austin Energy with the ability to add languages as required.	F	M
3.17.5	The proposed solution shall be fully integrated with the core telephony system and contact center software, and be able to incorporate report details from each to produce cradle-to-grave reports.	F	M
3.17.6	The proposed solution shall be easy to administer by Austin Energy and provide GUI front-end tools for scripts and configuration changes.	F	M
3.17.7	The proposed solution shall be capable of collecting ANI information used for routing rules.	F	M
3.17.8	The proposed solution shall provide callers with an accurate Estimated Wait Time.	F	M
3.17.9	The proposed solution shall provide the caller with an option to receive a call back without losing his place in the queue.	F	M
3.17.10	The proposed solution shall provide pre- and post-call surveys.	F	M
3.17.11	The proposed solution shall be easy to configure and maintain by Austin Energy.	F	M

3.17.12	<p>The inbound phone system of the proposed solution shall have an interactive voice response system that will include the following:</p> <ol style="list-style-type: none"> a. Speech recognition of voice commands b. Several pre-IVR messages that can be activated at will, e.g., inclement weather, technical difficulties, Contact Center closure, abnormal volume, etc. c. Emergency Closure options. d. Pass through for English language; option select for Spanish language. e. Opt-out selection to reach an agent at any point. f. Out of Hours messaging. Announcement indicating contact center is closed. g. Holiday Closure messaging. Announcement indicating contact center is closed. h. Outage routing that includes Twenty-first Century Communications HVCA third-party outage handling system. Manually enabled/disabled as needed. i. Virtual Queuing options. j. Feedback Survey opt-in. k. Self-Service Options (integrated with Austin Energy's CC&B 2.6 billing system): <ol style="list-style-type: none"> i. <i>Make payment</i> ii. <i>Set up payment arrangement</i> iii. <i>Set up pay plan</i> iv. <i>Change due date</i> v. <i>Enroll/unenroll in customer programs run in the CC&B system, including "Budget Billing," "Autopay," "Greenchoice®", and other programs</i> vi. <i>Update Austin Resource Recovery cart size</i> vii. <i>Report missing Austin Resource Recovery cart</i> viii. <i>Update personal information, e.g., telephone number, email, mailing address, text message alert preference.</i> ix. <i>Start / stop / transfer service</i> l. Upon selecting an applicable option, the proposed solution shall place a customer in the appropriate phone queue/skill to reach an agent or appropriate department or third-party. m. The proposed solution shall have the ability for incorrect menu selections or no selections to fail over to an appropriate agent. 	F	M
3.17.13	IVR logic of the proposed solution shall be context sensitive to customer status. Unrecognized customers shall not be given menu options for pay bill, payment arrangement, stop service. Ineligible customers shall not be given an option to enroll in Autopay.	F	M
3.17.14	The proposed solution shall have the ability to authenticate incoming callers.	F	M
3.17.15	The proposed solution shall allow customer specific updates on current and planned outages.	F	M
3.17.16	The proposed solution shall allow multiple emergency announcements to be configured and activated by Austin Energy on a per need basis.	F	M
3.17.17	The proposed solution shall include recommendations from AE's designated staff to determine call flow and IVR call handling.	F	M
3.17.18	The proposed solution shall allow customers to make payments over the phone	F	M
3.17.19	The proposed solution shall allow customers to enter into payment arrangements	F	M
3.17.20	The proposed solution shall provide customer specific information on current account balance and payment status	F	M
3.17.21	<p>The proposed solution shall provide information on topics such as:</p> <ul style="list-style-type: none"> • Billing and payment • Payment locations • Green Energy and other community outreach programs 	F	M

	<ul style="list-style-type: none"> Service start and stop 		
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T – Technical, M – Minimum requirement, F – Functional, P – Preferred

3.18 Automatic Call/Media Distribution

3.18.1	The proposed solution shall have the ability to take incoming calls and distribute them to specific groups of terminals that team members use.	F	M
3.18.2	Automatic Call/Media Distribution (“ACD”) of the proposed solution shall route incoming calls to the next available team member with the appropriate skill profile.	F	M
3.18.3	The proposed solution shall have the ability to adjust ACD routing and skill profiles without intervention from the Vendor.	F	M
3.18.4	The UCC contact center queues shall require a full IVR implementation. The Austin 3-1-1 contact center queues are low complexity English or Spanish language selection. The proposed solution shall provide both contact centers (“UCC”) and (“3-1-1”) context and contact-sensitive screen pops from their respective CRM systems in accordance with the interaction type.	F	M
3.18.5	The proposed solution shall support the following interaction types as methods of contacts between customers and users of the system. The Interactions themselves will have separate skill or queue types with adjustable priorities: a. Inbound phone b. Dialer campaigns for outbound phone (routed to agent and/or customer notification only) c. Email d. Website-generated contacts (form submission) e. Social media platforms (Facebook, Instagram, Twitter, etc.) f. SMS/text g. Chat platform (website initiated) h. CRM service request	F	M
3.18.6	The proposed solution shall have interactions that are blended delivery. a. Agents can receive any interaction type based on priority settings, such as skill, volume, oldest wait, abandon rate, service level, greatest need, etc. b. Priorities can be set by group inclusion or at the individual agent level. For example an agent can receive a “Residential English” incoming call, followed by a “Start Service” email, followed by a website chat. c. Delivery order of the interactions will be defined by the priorities set by the Administrator.	F	M
3.18.7	The proposed solution shall allow Administrators to set priorities of interaction types and queue/skills types within those interactions types. Priorities can be set by queue preference, queue volume, oldest interaction waiting, or other thresholds.	F	M
3.18.8	The proposed solution shall allow Administrators, in real time, to assign interactions or skills to agents.	F	M
3.18.9	The proposed solution shall have a virtual queuing system enabled in the IVR. Customers shall have the option of selecting to be called back instead of waiting on hold in the IVR. They shall be able to request the first available agent, or can request a specific callback time. Virtual queues can be configured by time of day, skill, hold time, oldest call, etc.	F	M

3.18.10	The proposed solution shall have a Speech Analytics system enabled for all voice interactions. This system will transcribe the speech of the customer and agent, as independent channels. The transcription will be available to the interaction component. Categories can be built to identify trending words and phrases identified by Speech Analytics.	F	M
3.18.11	The proposed solution shall provide the ability for interaction dispositions to be selected by agents or assign automatically based on keywords captured or desktop interaction to identify an interactions purpose and resolution. Administrators can configure dispositions by interaction type or agent group. Interaction dispositions will be retrievable in all call associated components of the system.	F	M
3.18.12	The proposed solution shall allow Customer surveys to be delivered to the customer following the end of the interaction or transferred by agent choice. These feedback surveys shall be customizable by administrators in regards to number of questions, question scoring/verbatim, randomization, offered by queue, skill, organizational department, language, or group. Customer survey records shall clearly capture which interaction the survey is linked to including the interaction type and close code.	F	M
3.18.13	The proposed solution shall allow phone interactions to be set to auto-answer or pick up answer, customizable by group, agent, and/or data points.	F	M
3.18.14	The proposed solution shall allow phone interactions can have audio whispers enabled to notify the agent of the call details, customizable by group, agent, and data points.	F	M
3.18.15	The proposed solution shall allow agents to have a minimum of three phone lines per station. This will allow agents to place a customer on hold and consult a third-party on the second line. The three lines can subsequently be merged or disconnected if the agent chooses.	F	M
3.18.16	The proposed solution shall allow textual templates to be created in the system for easy access and use of frequently used information and replies in text-based interactions	F	M
3.18.17	The proposed solution shall allow agents to defer a text-based interaction (email, social media, SMS) for review at a later time. The allowed amount of deferred time can be defined by application administrators and can be variable based on inbound contact type/skill/channel. Deferred interactions do not accumulate active time and do not contribute to average handle time or time to complete.	F	M
3.18.18	The proposed solution shall allow unique tracking numbers to be assigned to all interactions and stored in the system, including cradle-to-grave interactions, which can be used to locate the interaction details at a later date.	F	M
3.18.19	The proposed solution shall allow interactions to be transferred to other groups if needed. Customer replies originating from the transferred-to group, shall be delivered to the transferred-to group and if possible the responding agent, and not the initial receiving group.	F	M
3.18.20	The proposed solution shall allow agent to choose an inactive work state while on an active Interaction, which will prevent the system from activating a subsequent interaction until the agent chooses to become available.	F	M
3.18.21	The proposed solution shall have omnichannel unified interaction management (seamlessly migrate an interaction from one contact modality to another)	F	M
3.18.22	The proposed solution shall connect repeat contacts from the same customer to the agent who handled the prior contact from the same customer. If that agent is unavailable for a configurable amount of time, the interaction will default to the correct group/queue/skill.	F	M
3.18.23	The proposed solution shall allow administrators the ability to customize the hold music and announcements, including radio spots, that play while the customer is on hold, based on queue, skill, language, and data points collected.	F	M

3.18.24	The proposed solution shall allow Administrators the ability to customize automatic replies to text-based interactions.	F	M
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T – Technical, M – Minimum requirement, F – Functional, P – Preferred

3.19 Routing of Calls

3.19.1	The proposed solution shall allow flexible rules-based routing, easily customized by Austin Energy.	F	M
3.19.2	The proposed solution shall have the ability for skills-based routing.	F	M
3.19.3	The proposed solution shall allow Agents to be able to service multiple queues, with a clear indication of queue status.	F	M
3.19.4	The proposed solution shall provide queuing with the ability for customized on-hold messages.	F	M
3.19.5	The proposed solution shall allow calls delivered to a logged-out agent to be re-routed with priority to front of queue.	F	M
3.19.6	The proposed solution shall allow authorized users to make changes “on the fly” to call routing schemes, including announcements, without requiring IT or Vendor involvement and without impacting current calls or core system functionality.	F	M
3.19.7	The proposed solution shall have the ability for calls transferred from a remote office or other Austin Energy site to be identified as such, including the name of the remote site. This information should also be captured for reports.	F	M

T – Technical, M – Minimum requirement, F – Functional, P – Preferred

3.20 Outbound Dialer/Contact

3.20.1	The proposed solution shall have the ability to configure / administer outbound dialer and dialer campaigns by the following: 1. Contact channel - phone, email and SMS text 2. Number of contacts to deliver. 3. Pacing of contact delivery (contacts per minute/hour). 4. Time window of allowed contact attempt and/or message delivery (e.g., Campaigns can run from 8:00 am to 8:00 pm, but messages can only be delivered between 9:00 am to 4:00 pm.). 5. Number of allowed contact attempts per hour/day/week or selectable date range. 6. Answering machine, busy, fax, etc., detection and options for message delivery. 7. Alterable message content based on configurable parameters.	F	M
3.20.2	The proposed solution shall provide configurable voice and multimedia message delivery, for example after two unsuccessful voice contacts, allow for single answering machine message, or no more than one voice or multimedia message per day, week, month, etc., per contact.	F	M
3.20.3	The proposed solution shall provide customizable message content including text formatting, insert-able data fields, internet hyperlinks, imbedded images, respond-to number or email, and caller ID.	F	M
3.20.4	The proposed solution shall allow AE to configure the outbound campaign messages.	F	M
3.20.5	The proposed solution shall allow blending to allow the concurrent use of all Contact Center interaction types with outbound campaigns.	F	M
3.20.6	The proposed solution shall provide best time to call forecasting based on historic data or customer/agent/administrator input.	F	M

3.20.7	The proposed solution shall have emergency messaging capabilities.	F	M
3.20.8	The proposed solution shall allow contacts to be excluded from campaigns based on a globally tracked 'Do Not Call' list that can be opted into or out of by customers and/or manually added/removed by administrator.	F	M
3.20.9	In the case of campaigns that allow routing to an agent/queue, the Dialer of the proposed solution shall have the ability to integrate with all other interaction types, and the pacing controlled in real time by the administrator E.g. Pace will be slowed if Oldest Call Waiting is high, or increased if available agents is high; based on real-time reporting that includes but is not limited to: a. Trunks available/in use (including # 'in ring' and/or connected to agent) b. Average ring time c. Average speed of answer d. Average handle time e. Current call pace f. Number of completed/unanswered/messages per campaign g. Number of undeliverable contacts or errors h. Current campaign progress & estimated completion i. Multi-campaign progress and assigned priority j. Contact completion rate k. Number of agents skilled for each campaign l. Numbers of agents available/on calls/in any unavailable state m. Number of abandons & abandon rate	F	M
3.20.10	The proposed solution shall allow for contact list to be created manually (via SQL) or automatically from existing databases (CC&B, Access, etc.) based on parameters configured by administrator.	F	M

T – Technical, M – Minimum requirement, F – Functional, P – Preferred

3.21 Agent and Supervisor Tools

3.21.1	The proposed solution shall provide an agent desktop environment, which will facilitate the agent's ability to handle a high volume of contacts across email, web/SMS chat, social, and voice channels, while maintaining a high-quality customer experience.	F	M
3.21.2	The proposed solution shall have the ability for agent tools to be customizable for the group where it is deployed.	F	M
3.21.3	The proposed solution shall have a display that provides real-time individual and group statistics, queue status and threshold alerts.	F	M
3.21.4	The proposed solution shall provide agents with a drop-down window with descriptions rather than numeric codes for transaction or wrap-up codes.	F	M
3.21.5	The proposed solution shall provide agents with visual alerts when calls are nearing established handle time thresholds.	F	M
3.21.6	The proposed solution shall provide supervisors with access to supervisor capabilities as part of their desktop interface which supports their day-to-day administration of the contact center and quality management.	F	M
3.21.7	The proposed solution shall have a desktop interface which is customizable by group and individual preferences.	F	M
3.21.8	The proposed solution shall have a fully functional interface accessible from mobile devices.	F	M

T – Technical, M – Minimum requirement, F – Functional, P – Preferred

3.22 Mobile Apps

3.22.1	The proposed solution shall have the ability to build and integrate with mobile apps and mobile web tools. The proposed solution shall include capabilities such as visual interactive voice response (IVR), estimated wait time and callback scheduling.	F	M
3.22.2	The proposed solution shall pass mobile and portal data, containing journey and customer information to the contact center application to enhance routing and prioritization decisions, and allow this data to be made available to agents.	F	M

T – Technical, M – Minimum requirement, F – Functional, P – Preferred

3.23 Real-Time Monitoring/Live Reports and Quality Management

3.23.1	The proposed solution shall have Supervisor tools that provide real-time individual and group statistics, queue status and threshold alerts.	F	M
3.23.2	The proposed solution shall have Supervisor views that incorporate data from multiple sources including the various modules and tools used to process and manage calls.	F	M
3.23.3	The proposed solution shall provide Supervisors the ability to react to events and re-allocate resources, including announcements, via the on-screen tool.	F	M
3.23.4	The proposed solution shall allow Announcements that can be easily changed, allow for pre-recording of scripts and be administrable by authorized supervisors.	F	M
3.23.5	The proposed solution shall have the ability to automatically log agents out under user defined conditions.	F	M
3.23.6	The proposed solution shall allow Supervisors to message all users simultaneously.	F	M
3.23.7	The proposed solution shall have the ability to alert the supervisors when a customer call is 'in distress.'	F	M

T – Technical, M – Minimum requirement, F – Functional, P – Preferred

3.24 Wallboard / Dashboard Display

3.24.1	The proposed solution shall have the ability to display real-time reporting data, including queue statistics and performance thresholds, in a live display either via a browser, installed client, or TV wallboard.	F	M
3.24.2	The proposed solution shall be customizable to allow different tables and widgets to be presented, including custom coded widgets.	F	M
3.24.3	The proposed solution shall provide "live" indicators that issue alerts about threshold breaches for service-level and KPI targets. These "live" displays shall be part of an agent's desktop.	F	M

T – Technical, M – Minimum requirement, F – Functional, P – Preferred

3.25 Workforce Management Capabilities

3.25.1	The proposed solution for Workforce Management shall interface with the proposed contact center solution to extract data required to build forecasts.	F	M
3.25.2	The proposed solution for Workforce Management shall provide forecasts that include annually, quarterly, monthly, daily, and specified intervals.	F	M

3.25.3	The proposed solution for Workforce Management shall include customer defined causal factors such as historical data, seasonal trends, etc.	F	M
3.25.4	The proposed solution for Workforce Management shall have the ability to create shift-based schedules.	F	M
3.25.5	The proposed solution for Workforce Management shall have the ability to create demand-based schedules (time assigned to fit workload).	F	M
3.25.6	The proposed solution for Workforce Management shall have a Real Time Adherence viewing tool.	F	M
3.25.7	The proposed solution for Workforce Management shall allow to adjust schedules based on real-time changes.	F	M
3.25.8	The proposed solution for Workforce Management shall Track and compare adherence to schedules (actual vs. scheduled).	F	M
3.25.9	The proposed solution for Workforce Management shall provide alerts to agents of upcoming/pending scheduling activities (breaks, lunches, etc.)	F	M
3.25.10	The proposed solution for Workforce Management shall provide alarms when agents do not adhere to schedules.	F	M
3.25.11	The proposed solution for Workforce Management shall provide agent scorecards to measure performance against metrics.	F	M
3.25.12	The proposed solution for Workforce Management shall have the ability to schedule training through the workforce management module and direct team members to the appropriate training link.	F	M
3.25.13	If the need arises for integration with a learning management system, AE wants the option to implement this at a later date.	F	P
3.25.14	The proposed solution for Workforce Management shall allow for customizable schedule activities that include attributes such as: <ul style="list-style-type: none"> a. Customizable schedule activities and attributes b. Paid/unpaid c. Type of activity (on or off phone/vacation/work, etc.) d. Owning hierarchical group e. What context to be used in (shift, calendar, time off requests, etc.) f. Configurable mapping from phone/multimedia switch to Activity g. Configurable adherence mapping 	F	M
3.25.15	The proposed solution for Workforce Management shall have the ability to create/customize all aspects of schedules, including, but not limited to: start time, duration, lunch, breaks and assigned activities.	F	M
3.25.16	The proposed solution for Workforce Management shall have the ability to assign schedules to individual or groups of agents.	F	M
3.25.17	The proposed solution for Workforce Management shall allow Administrator/scheduler configurable variable breaks/lunches or other assigned activities.	F	M
3.25.18	The proposed solution for Workforce Management shall have the ability for schedules to be set up on Rotations. E.G. An agent will have a weekday half day and a Saturday shift every 4 weeks.	F	M
3.25.19	The proposed solution for Workforce Management shall have the ability to assign special training or coaching classes to agents.	F	M
3.25.20	The proposed solution for Workforce Management shall have the ability to assign overtime schedules preferably to groups of agents. E.G. mandatory OT on Mondays, or single case OT after Holidays.	F	M
3.25.21	The proposed solution for Workforce Management shall use historical and forecasted data to best apply schedules/breaks/lunches/special classes.	F	M

3.25.22	<p>The proposed solution for Workforce Management shall support Time off Requests as below –</p> <ul style="list-style-type: none"> a. Agents can request time off. b. Administrators can create automated rules for time off approval/denial c. Agents can be given an allotted time off balance. d. Agents can be placed into one or more time off groups with the groups having an allotted time off balance. e. Notifications can be configured by Administrator based on time-off status. E.g.: submitted; approved; denied; pending f. The groups can be merged into a higher tier pool of time off balance. E.G. This could allow 1 English agent and 2 Spanish agents, or 2 Spanish Agents and 1 English agent to take a day off, but disallow a 4th agent in either situation. g. Agents can escalate denied or pending requests through a hierarchical escalation process. 	F	M
3.25.23	<p>The proposed solution for Workforce Management shall support Shift Bids as below –</p> <ul style="list-style-type: none"> a. Conducted on a serialized or preferential basis b. Conducted either automatically or manually once configured and activated by Administrator c. Configurable notifications to participants and other users based on established rules d. Auto-assigns schedules based on defined criteria <ul style="list-style-type: none"> i. Rank ii. Tenure iii. Defined score based on factors captured in the System 	F	M
3.25.24	<p>The proposed solution for Workforce Management shall allow adherence or the interaction between scheduled events and actual activities to be set up for auto-approvals, and manual group and individual approval.</p>	F	M
3.25.25	<p>The proposed solution for Workforce Management shall allow forecasting for scheduling (Used to create Best Schedules)</p>	F	M
3.25.25.1	<p>The proposed solution for Workforce Management shall allow forecaster designates desired start dates and defining timeframe to forecast out.</p>	F	M
3.25.25.2	<p>The proposed solution for Workforce Management shall allow forecaster designates workgroups and individuals to be used to populate resources.</p>	F	M
3.25.25.3	<p>The proposed solution for Workforce Management shall allow forecaster to identify interval data from telephony system by type (phone, email, chat, text, etc.), and skill and loads data into the Forecasting System for designated dates. This contains contact volumes and average handle times, and abandon rate by skill and media type.</p>	F	M
3.25.25.4	<p>The proposed solution for Workforce Management shall generate an averaged volume and handle time and abandon rate by skill based on the defined dates and an aggregated average for all skills/contact types. This shall be formatted in both data tables and graphs, which can be exported for external analysis.</p>	F	M
3.25.25.5	<p>The proposed solution for Workforce Management shall allow forecaster manually adjust any unwanted anomalies in the imported interval data by either inputting '+/-' percentage, manually manipulating the graphs or inputting data into the data tables, or importing data from an external source.</p>	F	M
3.25.25.6	<p>The proposed solution for Workforce Management shall allow forecaster to identify Resources (agents) by populating the designated groups in the System to handle the forecasted contact volume by Skill.</p>	F	M

3.25.25.7	The proposed solution for Workforce Management shall allow forecaster to enter the desired Service Level needed for each Skill entered in the Forecast. If all are the same, Forecaster indicates this by using a checkbox. Service Level is stated in terms of % answered w/in 'X' seconds, average speed to answer, or % Resource allocation.	F	M
3.25.25.8	The proposed solution for Workforce Management shall allow forecaster to designate durations to look back for shrinkage percentage. Independent of forecast review.	F	M
3.25.25.9	The proposed solution for Workforce Management shall allow forecaster to identify data points (absence hours by type, off-phone shrinkage, etc.) to be used to calculate shrinkage percentage.	F	M
3.25.25.10	The proposed solution for Workforce Management shall calculate historical shrinkage percentage using identified dates	F	M
3.25.25.11	The proposed solution for Workforce Management shall allow forecaster to set goal Occupancy/Utilization percentages.	F	M
3.25.25.12	The proposed solution for Workforce Management shall allow forecaster to identify activities system is to run (full schedule, specific activities only, add schedules only, remove schedules only, etc.)	F	M
3.25.25.13	The proposed solution for Workforce Management shall allow forecaster to tell the System to run scheduler.	F	M
3.25.25.14	The proposed solution for Workforce Management shall run scheduler, taking into account forecasted volumes, handle times, service levels, shrinkage, occupancy, agent availability and hours of operation. This generates a forecasted service level.	F	M
3.25.25.15	The proposed solution for Workforce Management shall display a synopsis by interval of Forecasted service levels that can be separated out into skills and viewed graphically or textually, or exported for external analysis.	F	M
3.25.25.16	The proposed solution for Workforce Management shall allow forecaster to manually adjust any data points once system creates a staffing plan for the desired dates.	F	M
3.25.26	The proposed solution for Workforce Management shall allow for Late Arrival/Early Leave/Absence Tracking a. An agent calls the attendance line or accesses via web/mobile app to indicate an unscheduled leave of absence or partial absence. By entering prompts, the agents' absence is updated in the scheduling system automatically. b. Administrators can manually add/remove/adjust additional time off.	F	M
3.25.27	The proposed solution for Workforce Management shall allow all scheduled shifts, work patterns, events and activities to be manually adjusted by a permitted administrator.	F	M
3.25.28	The proposed solution shall have enough capacity to fully record 100% of all voice and video, and store all recordings and transcripts for the entire duration of their retention period.	T	M

T – Technical, M – Minimum requirement, F – Functional, P – Preferred

3.26 KPIs/Performance measurements

3.26.1	All data captured in all system components of the proposed solution shall be allowed to be used in KPI measurements	T	M
3.26.2	All data captured in CRM and Billing systems of the proposed solution shall allowed to be used in KPI measurements	T	M
3.26.3	In the proposed solution, KPIs shall be possible to set up with thresholds indicating over/under goal for the selecting period.	T	M

3.26.4	The proposed solution KPI measurements shall have the ability to define Target Goals.	T	M
3.26.5	The proposed solution KPI measurements shall have the ability to define Scoring Tiers (at least 5, but configurable is better)	T	M
3.26.6	The proposed solution KPI measurements shall have the ability to define High/Low preference.	T	M
3.26.7	The proposed solution KPI measurements shall have canned or customizable formula with access to all data points as variables. Formulas should support arithmetic and functions such as +, -, /, %, *, ^, Max, Min, >, <, >=, <=, !=, Absolute Value, IF/Then, And/Or, Where clauses.	T	M
3.26.8	The proposed solution KPI measurements shall have the have ability to select data by Groups for inclusion/exclusion.	T	M

T – Technical, M – Minimum requirement, F – Functional, P – Preferred

3.27 Alerts

3.27.1	The proposed solution shall have the capability for alerts to be configured to notify selected users or groups of the following; via email, pop up, or other visual aid: 1. Any data point or KPI threshold reached or failed to meet. 2. Activity Time duration met/unmet. 3. Schedule Changes. 4. Time-off Request approved/denied/escalated 5. Configurable by recipients, roles, triggers, frequency, priority, and data included	F	M
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T – Technical, M – Minimum requirement, F – Functional, P – Preferred

3.28 Call Recording / Quality Monitoring

3.28.1	The proposed system should be capable of quality monitoring and recording all calls.	F	M
3.28.2	The proposed system should capture and store recordings at the equipment site, in compliance with the City of Austin's Code of Ordinances Chapter 2-11 - Records Management. (See Section 3.1.6 item 3.a and Section 6.2 for retention schedules.)	F	M
3.28.3	The proposed system shall provide the ability to retrieve calls by user defined parameters such as by agent, for defined intervals, or by specific queues, etc.	F	M
3.28.4	The proposed solution shall provide evaluation and coaching tools.	F	M
3.28.5	The proposed solution shall provide real time alerts to supervisors for calls that are 'in distress.' All user training materials, including but not limited to participant guides, practical exercises, assessments, job aids/desk aids.	F	M
3.28.6	The proposed solution shall have the ability for 100% Audio recording (using non-proprietary lossless codec)	F	M
3.28.7	The proposed solutions shall have the ability for 100% Video recording (using non-proprietary codec)	F	M
3.28.8	The proposed solution shall have the ability for recording to be exportable and audible/viewable without proprietary software.	F	M
3.28.9	The proposed solution shall have the ability for recordings to capture regardless of screen resolutions, multiple monitor setups, and monitor orientations.	F	M

3.28.10	The proposed solution shall allow Administrators to create Quality Scoring forms that shall be used to score an interaction. a. Customizable questions and scoring b. Dynamic question logic c. Scored forms that apply to KPIs and non-scored forms.	F	M
3.28.11	The proposed solution shall have allow Audio & Video of interactions to be exportable without encryption.	F	M
3.28.12	The proposed solution shall have live audio & video monitoring capabilities for users.	F	M
3.28.13	The proposed solution shall allow interaction reviewers to flag interactions for further review by users with the appropriate data access privileges.	F	M

T – Technical, M – Minimum requirement, F – Functional, P – Preferred

3.29 Reports

3.29.1	Reports in the proposed solution shall provide a real-time and historical view.	F	M
3.29.2	Reports in the proposed solution shall include access to all raw data for a minimum of 120 days.	F	M
3.29.3	Standard and historical reports in the proposed solution shall be available for 2 years.	F	M
3.29.4	Historical Reporting (including recordings) in the proposed solution shall be available for a 7 year duration that follows Austin Energy's and City of Austin Records Retention Guidelines. (See Appendix 6.2)	F	M
3.29.5	The proposed solution shall be capable of collecting and reporting on key data points, including but not limited to: a. All interaction data b. All scheduling data c. Users d. Groups e. Audit logs (a record of everything that happens in the system) f. Application (Desktop) Analytics (program/screen usage, screen data capturing)	F	M
3.29.6	Reports in the proposed solution shall include at a minimum the following statistics: a. Number of calls in queue b. Length in queue c. Average speed of answer d. Abandoned and "zero out" calls and time of abandonment e. Peak traffic (by time of day, day of month, etc.) f. Statistical report summaries in 5-minute increments g. Calls forwarded to voice mail h. Calls transferred in versus direct dialed (and where from) i. Calls transferred out (and where to) j. Calls by transaction, busy, and idle codes k. Incoming route identification l. Calls offered/handled/abandoned m. Average hold time n. Average delay o. Work/not ready time p. Talk time q. Average calls per hour r. Calls and time on outbound calls s. Contact center activity reports, aggregated and per channel t. Number of contacts received u. Number of contacts answered v. Number of abandoned calls w. Average customer wait time	F	M

	<ul style="list-style-type: none"> x. Average talk time y. Any other relevant contact center statistics as a whole and by team member z. Service Levels aa. Trends bb. Number of escalations 		
3.29.7	Reports and data in the proposed solution shall be filterable by Interval, Day, Month, Quarter, Year (in Central Standard Time/Daylight), including but not limited to:	F	M
3.29.7.1	<ul style="list-style-type: none"> Transaction/Skill/Queue related i. ANI ii. DNIS iii. Email Address iv. Email Deferrals v. Email deferral time vi. Interaction Direction (incoming/outgoing) vii. # Transfers viii. Numbers dialed ix. Party Terminating x. Average Handle time xi. Average Hold Time xii. After Call Work Time xiii. Aux Work Time xiv. Dispositions xv. Average Speed to Answer xvi. Average Speed to Abandon xvii. Oldest Call Wait xviii. Calls in Queue xix. Abandoned Calls xx. Service Level (% Interactions answered within X time) xxi. Interactions answered within service level time. xxii. Agents staffed in queue xxiii. Agents Available in queue 	F	M
3.29.7.2	<ul style="list-style-type: none"> Schedule Time related (by Activity) i. Scheduled Activity time ii. Actual Activity time iii. Late Arrivals iv. Over Break/Lunch v. Adherence Approvals vi. Time-off Approvals/Denials. vii. Activity characteristics such as Paid/Unpaid, Time-Off Type, Accrual, Recurring/Non-recurring, etc. 	F	M
3.29.7.3	<ul style="list-style-type: none"> KPI related i. Quality Score average ii. Feedback Survey iii. Adherence iv. After Call Work Time v. Hold time vi. Average Handle Time 	F	M
3.29.8	Reports in the proposed solution shall be easy to customize by Austin Energy.	F	M
3.29.9	The proposed solution shall provide the capability to print reports to any local or network-connected available printer and export or save the reports in a variety of file formats, but specifically, Excel, PDF, or character delimited value file. AE desires formatting to be optional, so we don't need to remove it from exported reports.	F	M
3.29.10	The proposed solution shall provide the capability to generate reports in a machine readable format that allows Austin Energy to integrate key metrics into other systems using enterprise services exposing the data as XML, JSON, or via REST API.	F	M

3.29.11	<p>Cradle-to-Grave: All aspects of an interaction in the proposed solution shall be easily accessible from a single system access point, to include (but is not limited to) the following data:</p> <ul style="list-style-type: none"> a. Interaction type initiated b. All IVR inputs. <ul style="list-style-type: none"> i. Selected options in switch and IVR ii. Which skills or queues customer was routed to c. Virtual Queueing inputs <ul style="list-style-type: none"> i. Ability to hold customers place in queue without customer staying on the line. ii. Immediate callback when agent available iii. Scheduled callback at customer requested time d. 100% Audio recording (using non-proprietary lossless codec) e. 100% Video recording (using non-proprietary codec) f. Speech Analytics transcription (highly accurate voice to text transcription) g. Assigned contact number assigned when captured in contact recording h. Scored Quality Forms (completed by Quality or Supervisors) i. Dispositions (call type and resolution identifiers) j. Surveys (completed by customer) k. Complete Activity Report (holds, transfers, numbers dialed, party disconnect, etc.) 	F	M
3.29.12	<p>The proposed solution shall have the following real-time reporting capabilities:</p> <ul style="list-style-type: none"> a. Trunk/Queue/Skill/Agent state/KPI status should have real time status views. b. Real Time data can be made visible to all permitted users. Eg. Agents can see queue volumes or their own adherence status. c. Views shall be available in table and graphical formats. d. Time configurable trending data views available for historical and up to current data. 	F	M
3.29.13	The proposed solution shall provide Historic Audit log including pre-change and post-change setting, responsible user, module affected, data and time.	F	M
3.29.14	The proposed solution shall provide Historic reporting same day up to most recent completed interval.	F	M
3.29.15	The proposed solution shall provide AE the option to replicate all data and metrics to its data warehouse for advanced reporting that correlates multiple systems and data sources.	F	M
3.29.16	The proposed solution shall provide AE with access to all underlying data for reporting and integration purposes. Database tables shall be clearly documented using Entity Relationship Diagrams and Data Dictionaries.	F	M
3.29.17	The proposed solution shall allow AE to customize content, scheduling, and representation of reports.	F	M
3.29.18	The proposed solution shall allow AE to define and create new channels which can be included in reports.	F	M
3.29.19	The proposed solution shall be comprehensive and all reporting components will have access to all data from a single solution.	F	M
3.29.20	The proposed solution shall ensure that reporting activity does not impair real-time performance.	F	M

T – Technical, M – Minimum requirement, F – Functional, P – Preferred

3.30 Integration

3.30.1	The proposed solution shall support integration with other systems via REST Web Services API.	T	M
3.30.2	The proposed solution shall have an API which is fully documented.	T	M

3.30.3	The proposed solution shall support screen pops to be created across different channels and shall allow events to be triggered in related apps, such as a knowledge base solution.	T	M
3.30.4	The proposed solution shall restrict API access to secured communication protocols, such as HTTPS or JMS.	T	M
3.30.5	The proposed solution shall protect API level access with appropriate security controls.	T	M
3.30.6	The proposed solution shall have the ability to share interaction and agent productivity data with a workforce interaction management (WEM) application.	F	M

T – Technical, F – Functional, M – Minimum requirement, P – Preferred

3.31 Error Logs

3.31.1	The proposed solution shall write all system anomalies and failures to historical error logs locally or to a system log.	F	M
3.31.2	The proposed solution shall save logs in a universally accessible format, and are easily accessible either locally or remotely.	F	M
3.31.3	The proposed solution shall have Error logs persist and are not overwritten for an Administrator defined period of time.	F	M

T – Technical, M – Minimum requirement, F – Functional, P – Preferred

3.32 Disaster Recovery

3.32.1	The proposed solution shall provide uninterruptible phone systems as AE is a single municipal electric company and, primary contact point for over 30 City Departments, including Police Non-Emergency and 911 back up provider.	F	M
3.32.2	The proposed solution shall have 99.99999% availability for the telephony services.	F	M
3.32.3	The proposed solution shall have support available seven days per week, 365 days per year, with immediate response time in the event of service disruption.	F	M
3.32.4	The proposed solution shall deliver detailed requirements they may have of AE to certify these levels of availability.	T	M
3.32.5	The Vendor shall assess voice readiness of Austin Energy's network components to support high-definition audio service and make any recommendations required to assure quality and continuity of services.	T	M

T – Technical, M – Minimum requirement, F – Functional, P – Preferred

3.33 Resilience

3.33.1	The proposed solution shall have the ability to dynamically detect and correct voice problems.	F	M
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3.33.2	The proposed solution shall maintain configuration and customer data integrity in the event of a failure of one or more of its components.	F	M
3.33.3	The proposed solution shall provide geographic synchronized resilience and stateless voice gateway connections as part of its design.	T	M
3.33.4	The proposed solution shall maintain data integrity across more than one geographically dispersed database server.	T	M
3.33.5	The proposed solution shall have a proven track record of maintaining availability at the levels AE requires.	T	M

T – Technical, M – Minimum requirement, F – Functional, P – Preferred

4.0 **System Support and Maintenance**

4.1 **Diagnostics**

4.1.1	The proposed solution shall provide service so that routine maintenance procedures, troubleshooting, loading hardware and software revisions, patches, etc., may be performed without disrupting the client’s service.	T	M
4.1.2	The proposed solution shall notify AE, when the system detects a fault.	T	M

T – Technical, M – Minimum requirement, F – Functional, P – Preferred

4.2 **Product Upgrades and New Version Releases**

4.2.1	The proposed solution shall maintain a version of the manufacturer’s operating software that is released within the past twelve (12) months, to assure smooth interoperation with our desktop and other system requirements.	T	M
4.2.2	The proposed solution shall not have components with different software requirements than another part of the system. (Same-system compatibility)	T	M
4.2.3	The proposed solution shall have future-state compatibility. The proposed solution shall maintain compatibility and functionality with the most recent versions of software required to run it, including but not limited to Windows Operations systems, Windows Upgrades, and Windows Security Packages; Java; .Net frameworks; etc.	T	M
4.2.4	The proposed solution shall have components completely integrate with each other.	T	M
4.2.5	The Vendor shall maintaining all systems to be no more than 1 release version behind the latest stable release.	T	M
4.2.6	The Vendor shall maintain all applicable security patches to address known security vulnerabilities.	T	M

T – Technical, M – Minimum requirement, F – Functional, P – Preferred

4.3 **Managed Services**

4.3.1	The proposed solution shall include all equipment and managed services in the monthly rates quoted, and shall include all maintenance including but not limited to software support, upgrade costs, any required professional or technical services, Help Desk, Operations Support, Incident Management.	T	M
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T – Technical, M – Minimum requirement, F – Functional, P – Preferred

4.4 **Service-Level Agreement**

4.4.1	The proposed solution shall have a Service Level Agreement that addresses each of the following in accordance with the mandatory requirements documented in this RFP: <ul style="list-style-type: none"> • Latency • Packet delivery • Response time for repair • Alarm response • Definition of major and minor alarms • Monitoring for carrier local loop • Monitoring for any on premise equipment • Security protection of City of Austin and Austin Energy’s data 	F	M
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	<ul style="list-style-type: none"> • Frequency of software upgrades • Policy for software patches • Recovery Point Objective (RPO) of zero • Recovery Time Objective (RTO) of zero • Availability 		
4.4.2	The proposed solution shall include monthly (or more frequent) system and component SLA compliance reports. These reports shall quantify whether SLAs were met or missed and will include details of the effects of planned and emergency maintenance on SLAs at a system and component level.	F	M
4.4.3	The vendor shall apply software updates to the proposed solution without disrupting availability of the proposed solution. The proposed solution shall support this.	T	M

T – Technical, M – Minimum requirement, F – Functional, P – Preferred

5.0 **Project Management**

The Vendor is responsible for comprehensive project management services that include the ability to define and offer what are considered industry best practices for the implementation of a solution of this scope, and that address the expectations of both the Vendor and Austin Energy.

5.1 **Project Management Methodology**

5.1.1	Vendor shall provide a Project Manager (PM) to represent the Vendor in the management of the Project, interfacing with the City Project Manager (PM) in any decisions relating to the Project.	M
5.1.2	Vendor Project Manager shall assume and lead all day-to-day management of Vendor personnel, including subcontractor personnel, and associated Deliverables related to the required services	M
5.1.3	Vendor Project Manager shall provide a robust project management methodology founded on industry best practices.	M
5.1.4	Vendor Project Manager shall conduct project management activities throughout the life of the project and execute the associated plans.	M
5.1.5	Vendor Project Manager shall document deliverable details, formats, and acceptance criteria in Deliverable Expectation Documents (DEDs) as mutually agreed upon by the City and the Vendor.	M
5.1.6	<p>Vendor Project Manager shall provide a detailed Project Plan/Schedule, subject to approval by Austin Energy, which documents all activities and timelines associated with the project including, but not limited to:</p> <ul style="list-style-type: none"> • Services ordered, including any required onsite equipment • Equipment received • Network readiness assessment (if required) • Network and services coordination • Solution design and configuration • On-site training – timelines for system administration and end user training • On-site installation of any required equipment • Testing and acceptance • On-site and remote post implementation support • Work breakdown structure • Tasks and activities required to successfully complete the Project • Schedule/milestone tracking and resource allocation • Critical path identification and dependencies <p>Vendor Project Manager shall provide periodic updates (as mutually agreed upon by the City and the Vendor) to the Project Schedule, maintained by the Vendor.</p>	M
5.1.7	<p>Vendor Project Manager shall provide, update, and maintain a formal Project Management Plan (PMP) that includes the following key components:</p> <ul style="list-style-type: none"> • Project initiation activities • Issues tracking, escalation and resolution • Change request approval, management and tracking • Deliverable/product review and approval and other acceptance criteria • Risk management, identification, quantification of impact, monitoring, and mitigation plans • Quality management • Vendor and subcontractor resource management • Project success evaluation criteria and Project close-out activities 	M

	<ul style="list-style-type: none"> Status and other reporting activities Status reporting templates (including deliverable status reports, issues, risks, plan vs. actual status, etc.) 	
5.1.8	Vendor Project Manager shall address Financial Management throughout the duration of the project.	M
5.1.9	Vendor Project Manager shall provide and implement risk mitigation measures, contingency plans and disaster recovery plans as high-priority risks are identified and monitored	M
5.1.10	Vendor Project Manager shall provide a Communication Plan and Matrix to document the communications with all Project stakeholders throughout the life of the Project as mutually agreed upon by the City of the Vendor communication with internal and external end users	M
5.1.11	Vendor Project Manager shall provide Project Status Reports and conduct regularly scheduled status meetings reviewing Project progress, risk, mitigation, issue resolution, deliverable status, and next steps as mutually agreed upon by the City and the Vendor.	M
5.1.12	Vendor Project Manager shall use the Microsoft Outlook system provided for all e-mails and scheduling for all Project-related communications	M
5.1.13	Vendor Project Manager shall prepare system Change Requests as required based on all added, deleted, and/or modified scopes of work	M
5.1.14	Vendor Project Manager shall conduct and document Lessons Learned meetings at key intervals with Project Team.	M
5.1.15	Vendor shall be responsible for comprehensive project management services that include and offer what are considered industry best practices for the implementation of a solution of this scope, and that address the expectations of Austin Energy.	M
5.1.16	Vendor shall provide a Governance model for the build, implementation and Managed Services of the solution.	M

M – Minimum requirement

5.2 Training

5.2.1	Vendor shall provide a formal Project Team Training Plan to document City Project Team training requirements	M
5.2.2	Vendor shall maintain a high quality of service with no service disruptions during the entire term due to loss of knowledge or lack of adequate training.	M
5.2.3	Vendor shall provide continuous and ongoing improvement that enhances Austin Energy's knowledgebase and optimizes service delivery.	M
5.2.4	Vendor shall continuously update training materials and programs to reflect current operations.	M
5.2.5	Vendor shall seek AE's approval on training curriculum and materials in advance.	M
5.4.6	Vendor shall deliver customized training materials for the proposed solution as implemented for AE. This training may consist of classroom, self-paced CBT, or instructor led training. AE will have the ability to take a "train the trainer" approach that leverages these materials.	M

M – Minimum requirement

5.3 Implementation Methodology

5.3.1	Vendor shall design, develop, and deliver a fully operable, comprehensive, integration telephonyd contact center solution which meets all of the requirements set forth in this RFP.	M
5.3.2	Vendor shall test the capability of failover and recovery to and from a secondary Disaster Recovery site.	M
5.3.3	Vendor shall provide the Configured Hardware Environments (testing) to test and/or demonstrate all required functionality has been satisfied.	M

5.3.4	Vendor shall provide and document test results in a Documented Successful Testing Results deliverable.	M
5.3.5	Vendor shall validate the system for compliance with the Security Requirements	M
5.3.6	Vendor shall correct defects found as a result of testing efforts and record all defect in a Defects Log.	M
5.3.7	Vendor shall provide Go/No-go Documentation, including the Production Cutover Plan and the Go-Live Checklist.	M
5.3.8	Vendor shall conduct Go/No-go Meetings with the City's staff and Vendor's technical team	M
5.3.9	AE will conduct Software Acceptance Tests, accept and approve software changes prior to production roll out of any change in accordance with AE's Release Management Process in the Contract as a consequence of Incident remedy. A copy of AE's Release Management Process will be provided to the Vendor at the kick-off meeting.	M
5.3.10	Vendor will demonstrate all functionality and detail how this functionality complies with the requirements set forth.	M

M – Minimum requirement

5.4 Licensing

5.4.1	Vendor shall provide the pricing model necessary to meet each of the required project objectives	M
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M – Minimum requirement

5.5 Vendor Responsibilities – Project Management

5.5.1	Vendor shall provide a Project Manager experienced with the proposed solution to serve as Austin Energy's single point of contact in all aspects of this engagement including but not limited to scheduling, defining requirements, change control, risk mitigation, escalation, implementation planning, and acceptance.	M
5.5.2	Vendor shall provide a Project Manager who shall work in accordance with, and under the direction of, Austin Energy's Project Manager to verify design specifications and end user requirements.	M
5.5.3	Vendor shall provide guidance on best practices; however, it is understood that the unique design requirements of Austin Energy will be the determining factor.	M
5.5.4	Vendor shall provide Certified Trainers as needed, in order to complete the training requirements described in Section 5.2.	M
5.5.5	Vendor shall provide a Project Engineer to be the primary technical resource for delivery of the services proposed herein.	M
5.5.6	Where multiple platforms or applications are used, the Vendor's Project Engineer shall be fully versed in those components or additional qualified engineers must be available to the project team as required to support the complete solution.	M
5.5.7	Vendor shall provide a resource for integration purposes and any custom configuration that may be required to meet specific needs of Austin Energy, including integration with the existing telephony system(s) during all phases of the implementation.	M
5.5.8	Vendor shall clearly identify any support or effort it will require from Austin Energy to successfully execute the project, including clearly identifying the skills or authority of such resource.	M
5.5.9	Vendor Project Manager shall participate in planning meetings, weekly status meetings, weekly conference calls and e-mail communications with Austin Energy to discuss the project and coordinate activities.	M

5.5.10	Vendor Project Manager shall maintain the Project Plan/Schedule, track dependencies between Vendor and Austin Energy tasks, identify and manage Vendor initiated project risks, and alert both project teams of any timeline slips and their effect on the project's target end date.	M
5.5.11	Vendor Project Manager shall work in partnership with Austin Energy's Project Manager to coordinate Vendor tasks with Austin Energy tasks throughout all phases of the project.	M
5.5.12	Vendor Project Manager shall provide on-site project management, technical and user support during cut-over, to include up to 30 days of post-live assistance or sign-off from AE Project Manager, whichever is sooner. The Vendor Project Manager will use an organized incident management process to track, document and resolve all identified issues.	M

M – Minimum requirement

5.6 Vendor Responsibilities - Pre-Installation: Carrier Services

5.6.1	Vendor shall work with Austin Energy Project Manager to ensure all provider services are in place and tested prior to implementation.	M
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M – Minimum requirement

5.7 Vendor Responsibilities - Pre-Installation: End User Requirements

5.7.1	Vendor and Austin Energy Project Manager shall conduct meetings with departmental representatives as needed.	M
5.7.2	Vendor shall work with Austin Energy resource to collect, compile, and validate information for contact center agents and supervisor.	M
5.7.3	Vendor shall design any PC Client templates based on specific needs of agents and supervisors.	M

M – Minimum requirement

5.8 Vendor Responsibilities - Pre-Installation: Contact Center Requirements

5.8.1	Vendor shall meet with designated contact center representative to determine call flow design, agent and supervisor requirements.	M
5.8.2	Vendor shall compile and document contact center design including: <ul style="list-style-type: none"> • Routing rules • Agent capabilities • Supervisor capabilities • Agent and supervisor PC client • Access to real-time and historical reports • Design of standard and any required custom reports 	M
5.8.3	Vendor shall validate and document contact center design	M
5.8.4	Vendor shall compile, validate and configure agent and supervisor queue and skill assignments.	M
5.8.5	Vendor shall configure queues and skills-based routing. Vendor shall document all call routing information and flows	M
5.8.6	Vendor shall upload contact center programming into system.	M

5.8.7	Vendor shall work with Austin Energy technical staff to configure and deploy agent and supervisor desktops (PC clients).	M
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M – Minimum requirement

5.9 Vendor Responsibilities – IVR

5.9.1	Vendor shall validate design, document and build call flow.	M
5.9.2	Vendor shall work with Austin Energy to record all required announcements based on the routing scheme.	M
5.9.3	After initial implementation, Austin Energy shall have the ability to make changes to the scripting as business needs evolve.	M

M – Minimum requirement

5.10 Vendor Responsibilities - Training

5.10.1	The Vendor shall perform knowledge transfer on all elements of the proposed solution for Austin Energy’s implementation team.	M
5.10.2	Vendor shall provide manufacturer certified end user, supervisor, and administrative training at each Austin Energy site, or at agreed-upon centralized locations for remote sites.	M
5.10.3	Vendor shall work with Austin Energy Project Manager to determine training curriculum and schedules.	M
5.10.4	Vendor shall provide for both new user training and annual refresher training.	M
5.10.5	Vendor training materials shall include assessments to validate successful mastery of training objectives.	M
5.10.6	Vendor shall provide Classroom trainers who are certified on the proposed solution with at least one year of field training experience.	M
5.10.7	Classes shall include practical exercises conducted on live system equipment at each Austin Energy site or designated remote sites.	M
5.10.8	Vendor shall provide users with participant guides, Quick Reference Guides and access to online resources.	M
5.10.9	Specialized training shall be provided for contact center agents and supervisors that includes: <ul style="list-style-type: none"> • Use of agent functionality as appropriate to agent skill level • Remote agent functionality • Operation of PC client including After Call Work Codes and Transaction Codes • Operation of supervisor or agent “chat” features • Access to individual metrics as appropriate • Operation of supervisor PC client 	M

	<ul style="list-style-type: none"> • Access to conditional routing tools including announcements • Access to standard reports • Creation of custom reports 	
5.10.10	Specialized training shall be provided for system administration and management. This training may be on-site or at a Vendor/manufacturer training facility as agreed upon.	M
5.10.11	Vendor shall make available any other training tools deemed advantageous to the ongoing training and management of the proposed systems, including but not limited to access to online resources and continuing education at no additional costs during the term of the Contract.	M

M – Minimum requirement

5.11 Vendor Responsibilities - Installation Coordination

5.11.1	Vendor shall work with Austin Energy's Project Manager to determine site installation of any required equipment, deployment schedule, cutover plan, and coordination of any required equipment delivery. Cutover work will need to be carefully scheduled and performed with minimal disruption to Austin Energy operations.	M
5.11.2	The Vendor shall assume all responsibility for delivery, installation, and testing of all Vendor-supplied onsite equipment.	M
5.11.3	Vendor shall test and verify ACD queues and skills-based routing.	M
5.11.4	Vendor shall test and verify call-handling patterns including announcements and prompts.	M
5.11.5	Vendor shall test and verify Disaster Recovery (DR) failover and recovery.	M

M – Minimum requirement

5.12 Vendor Responsibilities - Post Installation Test and Acceptance

5.12.1	Vendor shall supply adequate resources for all post-cutover issues including training, knowledge transfer, troubleshooting, and user programming adjustments.	M
5.12.2	Vendor shall supply an on-site resource during User Acceptance Testing and Stabilization Period phases of the project.	M
5.12.3	Vendor shall consult with Austin Energy to ensure Test procedures fully address Austin Energy requirements.	M
5.12.4	Vendor shall supply a Test and Acceptance document for review and approval by Austin Energy.	M
5.12.5	Vendor shall allow a minimum of 30 days for User Acceptance Testing and 60 day Stabilization Period with requisite support for issue correction.	M
5.12.6	Vendor shall work with Austin Energy resources to conduct and document test acceptance and site sign off.	M

5.12.7	Vendor shall warrant delivered functionality to be no less than stated in this RFP and any delivery gaps stemming from an incomplete understanding of the requirements outlined in this RFP or deliverables not translated in the Vendor Statement of Work, shall be cured by the Vendor whether Austin Energy finds this gap prior to or after acceptance by Austin Energy.	M
5.12.8	Vendor shall supply adequate resources for all post-cutover issues including training, knowledge transfer, troubleshooting, and user programming adjustments.	M

M – Minimum requirement

5.13 Service Operations and Administrative Requirements

Service Operations and Administration Services are activities associated with providing a stable environment and to effectively and efficiently perform procedures to ensure Service Level Requirements are met.

5.13.1	Vendor shall track and report all metrics and utilization.	M
5.13.2	Vendor shall maintain and provide escalation contact list(s) for all services	M
5.13.3	Vendor shall issue broadcasts and other notices to provide status updates as required for planned and unplanned events	M
5.13.4	Vendor shall maintain and execute procedures to ensure the ongoing availability, stability, and security of the system in accordance with Service Level Requirements	M

M – Minimum requirement

5.14 Documentation

The Vendor shall develop and maintain all service-related documentation. This includes, but is not limited to:

5.14.1	Vendor shall provide Austin Energy with documentation compiled during the course of the project.	M
5.14.2	Vendor shall provide final as-built documentation including, but not limited to: <ul style="list-style-type: none"> • Detailed system configuration settings • End user, agent and supervisor profiles • Contact center configurations • Call flow documentation • Data architecture documentation (Entity Relationship Diagram) 	M
5.14.3	Vendor shall provide a description of ongoing support resources available to Austin Energy post installation. For example: knowledge base, website, trouble tickets, user guides, web-based training, etc.	M
5.14.4	Vendor shall provide all user training materials, including but not limited to participant guides, practical exercises, assessments, desk aids or job aids.	M

5.14.5	Vendor shall provide Policies and Procedures relating to service level management, information security, service quality management, business continuity management	M
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M – Minimum requirement

5.15 AE Responsibilities

5.15.1	AE shall provide an internal Project Manager or designate a Project Manager to represent AE, to work closely with the Vendor project team. AE's Project Manager's responsibilities will be to facilitate all communication and meetings between Vendor Project Manager and AE project team, and to ensure that AE is meeting the deadlines for accomplishing any AE tasks set forth in the project schedule. The Vendor must acknowledge that AE and its designated Project Manager will provide overall project direction.	M
5.15.2	AE shall provide one or more resources to assist the Vendor Project Engineer with design specifications, data gathering, and compilation of end-user database.	M
5.15.3	AE shall provide one or more technical resources to assist the Vendor Project Engineer with the required network configuration, and other technical requirements.	M
5.15.4	AE Project Manager shall work in partnership with Vendor Project Manager to coordinate Austin Energy resources and tasks throughout for all aspects of the project.	M
5.15.5	AE Project Manager shall participate in planning meetings, weekly status meetings, weekly conference calls and e-mail communications with the Vendor to discuss the project and coordinate activities.	M
5.15.6	AE Project Manager shall identify Austin Energy initiated project risks and manage resolution.	M
5.15.7	AE Project Manager shall monitor project budgets, approve billings.	M
5.15.8	AE Project Manager shall manage project communications with governance bodies.	M

M – Minimum requirement

Appendixes

5.16 Glossary

Agent	See Customer Service Representative. Person who answers calls in a contact center. Also called Customer Service Representative (CSR).
Active X controls	The interactive objects in a web page that provide interactive and user-controllable functions.
Application Programming Interface (API)	A set of definitions, routines, protocols, and tools for using and integrating with software applications.
Automated Outbound Dialing	See Predictive Dialing.
Automatic Call Distributor (ACD)	A system that answers and distributes incoming contacts (calls and media) to a group of agents within an organization. Leverages information and instructions that may be located in a database or web service to determine the most appropriate way to route calls or to enable contact self-service using close integration with CTI and IVR technologies.
Automatic Number Identification (ANI)	Automatic number identification (ANI) is a feature of a telecommunications network for automatically determining the origination telephone number on toll calls for billing purposes.
Automatic Speech Recognition (ASR)	See Natural Language Speech Recognition.
Avaya Call Management System (CMS)	Software product used by customers that have Avaya Inc. telecommunication communication servers and receive a large volume of telephone calls that are processed through the Automatic Call Distribution (ACD) feature of the communication server. The CMS server collects call-traffic data, formats management reports, and provides an administrative interface to the ACD features in the switch. CMS supports the following remote methods of interfacing with the server: A remote terminal session (telnet or SSH), Avaya CMS Supervisor
Avaya Call Management System (CMS) Supervisor	Windows-based interface to the Avaya Call Management System (CMS) server that allows nearly all of the operations available from the CMS server interface, including: Remote CMS server administration, including Dictionary maintenance, privilege management, and adjusting data storage intervals and capacities; Running contact center activity reports.
Avaya Aura® System Manager™	System Manager is a central management system that delivers a set of shared management services and provides a common console for Avaya Aura® applications and systems. System Manager is used by administrators who centrally manage multiple Avaya applications and/or systems, such as Communication Manager and Session Manager.
Average Handle Time (AHT)	Metric for the average duration of one transaction, typically measured from the customer's initiation of the call and including any hold time,

	talk time and related tasks that follow the transaction. AHT is a prime factor when deciding contact center staffing levels. Risk: excessive attention to shortening AHT can undermine FCR metric.
Average Speed of Answer (ASA)	ASA is the average amount of time it takes for a contact center to answer incoming calls. Or, in other words, ASA is the average amount of time that it takes for a call to be answered at a contact center.
Computer-Telephony Integration (CTI)	Technology enabling computers to interact with telephones. Enables desktop interactions that improve human agents' productivity.
Cradle-to-Grave	See End-to-End Journey Management.
Customer Service Representative (CSR)	See Agent. Person who answers calls in a contact center.
End-to-End Journey Management	See Cradle-to-Grave. The practice of measuring and optimizing the contact experience across all channels and touchpoints from beginning to end, ensuring a seamless experience every time a contact interacts with the contact center.
First Contact Resolution (FCR)	Metric that stands for the percentage of customers who had their issue, inquiry, or request completed on the first contact regardless of channel. Correlates directly to customer satisfaction; improves employee satisfaction because they don't have to deal with unhappy 2 nd and 3 rd callers.
Forecasting	Subset of WFM. Used to plan contact center workload based on trends derived from historic and forecasted event data.
Interactions	Manner in which customers engage with an organization after selecting the communication channel of their choice. Interactions can be self-service orientated and can include navigating an IVR, leaving a voicemail, or filling out a web form to send an email. Interactions can also be human or agent oriented to include Chat sessions, talking to a live representative, or face-to-face video calls.
Interactive Voice Response (IVR)	An IVR is an automated telephone information system that speaks to the caller with a combination of fixed voice menus and data extracted from databases in real time. The caller responds by pressing keys on the telephone keypad or speaking words or short phrases. This can also be used for voice self-service, which can be used to escalate customers to human-assisted service. It uses a human voice to read back. When set up with voice recognition software, data can be gathered through voice instead of touch tone. Also called a Voice Response Unit (VRU).
Internet Blending	Describes contact center operations where incoming and outgoing contacts can be mixed media, such as call, email, SMS, or social media.
IP Telephony	Also referred to as internet telephony or Voice over IP (VoIP). Internet Protocol (IP) telephony involves the application of digital networking technology to create, transmit, and receive telecommunications sessions over computer networks.
Learning Module Integration	Subset of WFM.

Messaging	See Radio Spots.
Multichannel Integration	Web and Email with Voice
Multisite Call Routing	Describes the distribution via ACD of calls to multiple physical sites.
Natural language speech recognition (NLSR)	Also referred to as Automatic Speech Recognition (ASR). Advanced speech recognition, NLSR can recognize particular words and phrases, but it can also interpret and assign meaning to those words and phrases. NLSR can also recognize natural numbers and currency amounts.
Omnichannel contact center	A multi-channel customer experience strategy for contact centers that delivers a seamless experience across all touchpoints, and which is easily engaged regardless of contact modality.
Outbound Dialer/ Outbound IVR	Proactively distributes communications to customers. This technology allows an organization to automatically engage customers through multiple channels such as automated voice calls, SMS messages, email or social media posts using personalized notifications.
Payment Card Industry (PCI)	Short for PCI DSS. Payment Card Industry Data Security Standard (PCI DSS) is an information security standard for organizations that handle branded credit card payments as mandated by the card brands and administered by the Payment Card Industry Security Standards Council. This is a global initiative to make sure every entity that handles, stores or processes cardholder data does so in a secure way.
Predictive Dialing	A method of making many outbound calls without people, and then passing answered calls to people as the calls are answered. A computer makes the dialing decisions based on algorithms.
PRI trunk	See <i>also</i> Trunk. PRI stands for Primary Rate Interface. A PRI trunk is a smart T1 connection. Copper line connected directly to a building.
Private branch exchange (PBX)	A private switching system, either manual or automatic, usually located on the customer's premises.
Proactive Outreach Manager (POM)	See <i>also</i> Automated Outbound Dialing. POM is an application for interactive outbound Voice, SMS and E-mail notifications
Quality Monitoring	The practice of listening to agents' telephone calls to assess the quality with which the call is handled. Also called service observation. May be silent, announced, side-by-side, or recorded for later review.
Queue	A type of directory number created to hold calls or messages that are waiting to be picked up.
Radio Spots	See Messaging. Short information jingle that was aired on the radio to be played during hold music.
Reports Agent	Allows agents to view team statistics as well as their own call log.
Readerboard	A display placed in a highly visible location from which contact center agents and managers are able to monitor contact center statistics in real time.
SaaS (software as a service)	A licensing and delivery model in which software is licensed on a subscription basis and made available over the Internet.
Scheduling	Subset of WFM.

Screen Pop	Also, CTI Screen Pop. Delivers relevant contact information to an agent at the same time a contact is delivered. Includes identifying the calling party and number, and displaying contextual information relevant to the contact often through integration with a CRM or other enterprise systems.
SIP trunk	See also <i>Trunk</i> and <i>PRI trunk</i> . SIP trunks deliver voice via the Internet. SIP is a telephony networking protocol rather than a telephone technology like PRI. SIP trunks are virtual rather than physical.
Skills-Based Routing (SBR)	Call-assignment strategy used in contact centers to assign incoming calls to the most suitable agent, instead of simply choosing the next available agent. It is an enhancement to the Automatic Call Distributor (ACD) systems found in most contact centers.
Softphone controls	Allows agents to control calls from the PC. Saves time for agents simultaneously working with the phone and other desktop applications
Speech Analytics	The process of analyzing recorded calls to gather customer information to improve communication and future interaction. The process is primarily used by customer contact centers to extract information buried in client interactions with an enterprise.
Switch	A software and hardware device that controls and directs voice and data traffic. May also refer to a PBX, or private branch exchange.
Talk time	The average time an agent spends on each call, a common contact center performance metric. In general, fast talk time averages are desirable.
Task buttons	Pre-defined task buttons allow agents to launch a 3rd party application, update CRM data, initiate automated after call tasks such as sending an email, or initiating other Windows based tools.
Telephone Consumer Protection Act (TCPA) message via the telephone.	A 1991 that places restrictions on contact centers that utilize an artificial voice, pre-recorded message, or an auto dialer to communicate a sales
Text-to-Speech (TTS)	An optional feature that allows an application to play speech directly from ASCII text by converting that text to synthesized speech.
Trunk	See also SIP trunk and PRI trunk. A link between telephone exchanges.
Wallboard	See <i>also</i> Readerboard. A display placed in a highly visible location from which contact center agents and managers are able to monitor contact center statistics in real time.
Workforce Management (WFM)	Process of optimizing the productivity of employees, ensuring that all resources are in the right places at the right times. A workforce management strategy typically includes scheduling, forecasting, skills management and employee empowerment. Complexity increases with the need to ensure that customer service supports omnichannel customer engagement.
Wrap Time	Work immediately following an inbound call or transaction. If work must be completed before agent can handle next contact, then after call work is factored into average handle time. Work may involve keying

	activity codes, updating database, filling out forms, or placing an outbound contact.
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5.17 Schedule of Records

RECORD TITLE	COA RECORD SERIES NUMBER	RETENTION PERIOD	REMARKS
Customer Billing Records (Calls, Faxes, Emails) – including Call Recordings	SER30-15A	FYE + 5 years	FYE = Fiscal year end.
Telephone Logs or Activity Reports (Adherence Reports)	GAR10-65A	CYE + 2 years	CYE = Calendar year end.
Work Schedules	FIN75-25A	CYE + 1 year	CYE = Calendar year end.
Time and Attendance Records	FIN75-15B	CYE + 1 year	CYE = Calendar year end.
Telephone Logs or Activity Reports (Scorecards)	GAR10-65A	CYE + 2 years	CYE = Calendar year end.
Planning Reports (Forecasts)	WRK65-15A	CYE + 5 year	CYE = Calendar year end.
Customer Survey (After Call Survey)	GAR10-15A	AC + 3 years	AC = Date completed survey is returned.
Directory Information	GAR10-61A	US	US = Until superseded.
Telephone Logs or Activity Reports	GAR10-65A	CYE + 2 years	CYE = Calendar year end.
Release of Customer Information, Customer Information Requests, Subpoenas, Power of Attorneys	PHS25-10	AC + 5 years	AC = Last date of service. Will be addressed with process change.

5.18 Contact Center Sizing Detail

The following sizing detail provides additional scope for our current solution to be replaced by the Cloud-based Managed Contact Center Communications and Infrastructure Solution.

	UCC	3-1-1
Locations with agents	3	1
Supervisors	14	8
Agents	180	95
Remote (telework) agents	20	30
Dialed numbers (VDN)	311	25
Average calls per agent per day	50	65
Average call duration	420 s	238 s
Workdays per month	24	All
Required self-service IVR	Yes	Future
IVRs required	1	1

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Proposal Format:

Submit one original paper copy and one electronic copy (on a USB Flash Drive) of your proposal. The original paper copy proposal shall contain ink signatures and shall be typed on standard 8 ½" X 11" paper, double-sided, and have consecutively numbered pages, bound or in a three-ring binder.

The response itself shall be organized in the following format and informational sequence. Use tabs to divide each part of the response and include a Table of Contents:

Section I

TAB 1 – Complete and submit the following documentation:

1. Signed Offer Sheet
2. Signed Addendums (all addendums issued against this solicitation – if applicable)
3. Section 0605 Local Business Presence Identification Form
4. Section 0800 Non-Discrimination and Non-Retaliation Certification
5. Section 0815 Living Wages Contractor Certification
6. Section 0835 Non-Resident Bidder Provisions
7. Section 0840 Service-Disabled Veteran Business Enterprise
8. Section 0900 Subcontracting / Sub-Consulting Utilization Form
9. Section 0905 Subcontracting / Sub-Consulting Utilization Plan (if applicable)
10. Attachment A, FACTA Affidavit of Compliance

Section II

TAB 2 – Complete and submit the following documentation:

- A. **Executive Summary:** The Proposer shall provide an Executive Summary of three (3) pages or less, which gives in brief, concise terms, a summation of the proposal.

Section III

TAB 3 – Complete and submit the following documentation:

- B. **Exception Form (Section 0615):** Proposer shall clearly indicate each exception taken, provide alternate language and justify the alternative language, using the Exception Form. Failure to submit any and all exceptions using the Exception Form may result in the City deeming the offer non-responsive. The City reserves the right to reject a response or proposal containing exceptions, additions, qualifications or conditions not called for in the Solicitation.

The terms and conditions stated in this RFP shall constitute the terms and conditions of the final contract with the successful Proposer after award. The proposer must also certify in their proposal, that its authorized agents have reviewed all terms and conditions of the RFP, and, except for any exceptions, have authority to bind Proposer to comply with all of the City of Austin's terms and conditions. Additionally, all exceptions or supplemental terms and conditions proposed by a Proposer in response to any portion of this RFP but not submitted at the time required for submitting of the Initial Proposal (i.e., the specified RFP closing date and time listed on the cover sheet of the Solicitation) may be rejected at the sole discretion of the City.

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Section IV

TAB 4 – Complete and submit the following documentation:

C. Business Organization and Stability:

- i. Provide full name and address of your organization and identify parent company if Proposer is a subsidiary.
- ii. If applicable, specify the branch office or another subordinate element which will perform, or assist in performing, work herein.
- iii. Indicate whether the Proposer organization operates as a partnership, corporation, or individual.
- iv. Include the State(s) in which incorporated or licensed to operate.
- v. Provide the number of years Proposer has been in the business of design and delivery of - Managed Contact Center Communications and Infrastructure Solutions.
- vi. Within the last five years, indicate whether the Proposer has experienced any changes in ownership or external investment in the division or corporate entity responsible for -d Managed Contact Center Communications and Infrastructure Solution projects, including the loss of any key personnel. If so, describe the change(s).
- vii. Indicate whether Proposer has any pending or future changes in ownership or external investment in the division or corporate entity responsible for Managed Contact Center Communications and Infrastructure Solution projects, including the potential loss of key personnel. If so, describe the pending/future change(s) and mitigation plans as applicable.
- viii. Indicate whether Proposer is now or has in the last five years been in a declared state of bankruptcy. If so, describe the present situation.
- ix. Indicate whether Proposer is involved in any active or pending litigation and if so, a description of the present situation.
- x. Provide a company-level organizational chart.

- D. System Concept and Solution:** Define in detail your understanding of the requirement presented in the Scope of Work of this request for proposal and your system solution. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal. Provide detailed answers to all questions in the sections, 0500 Scope of Work, and Submittal Requirements, using the response spreadsheet entitled Contact Center Submittal Requirements provided (please note the multiple tabs). Attach and cite any supporting documentation to your responses in clearly numbered individual exhibits to your response.

The City strongly prefers completion and delivery of a fully operational Managed Contact Center Communications and Infrastructure solution within three months of receiving a notice to proceed. Please note: cutover and testing activities will not occur during the period of April-September. Activities that do not impact the current system and staff, may be approved by the Austin Energy Project Manager. Describe your ability and commitment to meet this schedule.

For each proposed solution component, please list at a minimum:

- i. Manufacturer name
- ii. Headquarters address
- iii. Original release date of this family of systems
- iv. Release date of this model of system
- v. Release date of the proposed level/version of software
- vi. End of Support dates and other relevant technology lifecycle dates

- E. Program (Statement of Work):** Proposer shall include a detailed and executable Statement of Work, outlining how you intend to accomplish the required work. Include a detailed Work Breakdown

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Structure, time-related displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and decision points related to the City's Scope of Work and your plan for accomplishment. The Statement of Work will be incorporated in the final contract with the awarded vendor. The Proposer's Statement of Work should include the following information:

- i. A description of your work program by tasks. Detail the steps you will take in proceeding from Task 1 to the final tasks.
- ii. The technical factors that will be considered in the section above, and the depth to which each will be treated.
- iii. The degree of the definition provided in each technical element of your plan.
- iv. The points at which written, deliverable reports will be provided.
- v. The amount of progress payments you are requesting upon successful completion of milestones or tasks, deducting ten percent (10%), which will be paid upon final acceptance by the City.
- vi. A statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities. The Proposer must state his compliance with terms of this Request for Proposal (RFP).

Sample Statement of Work (SOW) Structure:

The following sample SOW structure is supplied as a template structure for responding Vendors to create a proposed SOW for this project. It is intended to demonstrate the minimum requirements and the desired level of project detail to be included in the submission. Vendors are to clearly identify where they are unable to meet all required functionality or where such functionality may have limitations.

Use this structure template to write a SOW appropriate for this project and provide applicable pricing. The Vendor should customize this template as necessary to ensure it is a suitable SOW for the delivery of their services. The Vendor's SOW response, including any modifications agreed to by the parties, will become the core element of any subsequent contract.

1. Approach
2. Description of Services
3. Deliverables
4. Obligations and Assumptions
5. Acceptance of Deliverables
6. Fees and Expenses, and Taxes
7. Project Management
8. Service Level Agreement
9. Managed Services

Assumptions

The Vendor should base their Statement of Work on the following assumptions. Any and all other assumptions must be added to this list.

- Austin Energy cabling infrastructure, premise wiring and data connectivity to required equipment is installed, tested and capable of supporting IP traffic prior to implementation.
- Austin Energy resources assigned to the project are available to complete project tasks on a timely basis.

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- F. **Project Management Structure:** Provide a general explanation and chart which specifies project leadership and reporting responsibilities, and interface the team with City project management and team personnel.

Austin Energy regards continuous and committed staffing to be essential to the successful implementation of this project. Therefore, the proposal should include a formal project organization including all proposed personnel that would be assigned to Austin Energy project. Upon award of contract, Contractor may not substitute the Contractor's core project staff as approved by Austin Energy, without Austin Energy's prior approval in writing. Staffing information in the proposal should include:

- 1) Project organization chart specific to the Austin Energy project
- 2) Company organization chart indicating the relationship between the Austin Energy project team and Contractor resources.
- 3) Austin Energy project availability grid, indicating each member, project position, and percentage of the individual time commitment over the entire contract period.
- 4) If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.

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Section V

TAB 5 – Complete and submit the following documentation:

G. Demonstrated Applicable Experience and Personnel Qualifications: Describe only relevant corporate experience and individual experience for personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience before 2008.

Minimum Qualifications:

Proposers that do not meet minimum qualifications will be deemed non-responsive and will not be considered for award. Proposers demonstrating that they successfully meet a minimum of 85% of the total minimum Technical, Functional, and Project Management requirements listed in the solicitation section Contact Center Submittal Requirements are considered to meet minimum qualifications. Please be sure to note that there are multiple worksheets. Anything above a “0” per the Response Legend would count towards the minimum of 85% stated above.

Provide a minimum of three verifiable customer references for projects for which Proposer has provided a similar solution within the last three years. The systems must be currently in full production use, and the customer contact center(s) must be of similar size and complexity to Austin Energy. Implementations pending implementation of key components do not qualify. The City at its discretion may check references in order to determine the Proposer’s experience and ability to provide the products and/or services described in this Solicitation.

For the references, provide the following information:

- i. Project title
- ii. Year
- iii. Description of work performed
- iv. Names of key personnel involved
- v. Reference name, title, and phone number
- vi. Total Cost of the Project
- vii. Project Duration

Include names and qualifications of all professional personnel who will be assigned to this project. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title. Provide all resumes. Resumes provided for key technical personnel, should show that resources hold relevant technical certifications in the solutions to be implemented.

Section VI

H. Local Business Presence: The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely

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located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation. 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. Specify if and by which definition the Offeror or Subcontractor(s) have a local business presence.

- I. **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.
- J. **Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying:**
- i. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2-7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
 - ii. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
 - iii. If a Respondent has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Respondent is given written notice and a hearing in advance of the debarment.
 - iv. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>
- K. **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
- L. **Proprietary Information:** All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in

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the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

- M. **Proposal Preparation Costs:** All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.

Section VII

TAB 7 – Complete and submit the following documentation:

- N. **Authorized Negotiator:** Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.
- O. **Pricing Sheet (Section 0705):** Submit the completed Pricing Sheet. Provide all pricing associated with this Solicitation. Pricing not included, may not later be assessed after Contract Award.
- P. **Cost Proposal:** Information described in the following subsections is required from each Proposer. Your method of costing may or may not be used but should be described. A firm fixed price or not-to-exceed Contract is contemplated, with milestone payments as mutually determined to be appropriate. Contractor shall submit the Cost proposal using the Pricing Sheet, Section 0705, and shall be inclusive of all costs. Travel expenses may be reimbursed in accordance with paragraph vi. Travel Expenses below, but may not exceed 15% of the Implementation/Deployment Costs. The Cost shall include and account for the impact of resource additions that may be required to meet the performance requirements.

In addition to the Pricing Sheet, complete and submit the following documentation:

- i. Include a rate card for the different professional services provided.
- ii. Provide clear descriptions of upfront setup/professional services, monthly recurring, support and services consumption cost (to the best of your ability based on information listed in the Current Environment section of the 0500 Scope of Work, namely staffing, lines and minutes consumption, and voice-recording storage requirements, as applicable to the solution proposes.
- iii. Provide clarity about service consumption costs. Price per use charges, for example, should be accompanied by a breakdown of costs, based on assumptions reflecting the requirements provided by Austin Energy, as applicable to the solution proposed.
- iv. Include pricing-term options and volume or term discount tiers.
- v. If your company also supports or resells voice and/or data carrier services, define the offerings, and pricing structure, including volume discount tiers.
- vi. Travel expenses. All travel lodging expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=17943&contentType=GSA_BASIC

**CITY OF AUSTIN
PURCHASING OFFICE**

**SECTION 0600: PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
RFP 1100 ELF3000, MANAGED CONTACT CENTER COMMUNICATIONS & INFRASTRUCTURE SOLUTION**

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

All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.

Section VIII

TAB 8 – Complete and submit the following documentation:

- Q. Contact Center Submittal Requirements (Section 0700). Submit the completed Contact Center Submittal Requirements. If needed, separate documentation can be attached to your proposal in order to provide a response to a requirement. If separate documentation is submitted, vendor must reference the exact document and section in cell G (Comments) for each requirement.

Note: 3 separate tabs need to be completed in full.

- Tab 1: 0700A Tech & Func Min Reqs
Tab 2: 0700B Proj Mgmt Min Reqs
Tab 3: 0700C Submittal Q'naire

Section VIII

TAB 9 – Complete and submit the following documentation:

- R. Financial Analysis:

Proposers who are not financially solvent will be deemed non-responsive and will not be considered for award. Financial solvency will be determined at the sole discretion of the City.

An analysis of the vendor's financial statements may be performed by the Financial Manager of the Purchasing Office to determine whether a vendor's financial position indicates a significant risk of failure over the life of the contract.

The factors used to evaluate the Vendor's projected financial viability over the term of the contract include:

- a. Amount and ratios of profitability, liquidity and capital
- b. Cost and diversification of sources of capital and revenue
- c. Trends across the two fiscal years
- d. Information in the auditor's opinion letter
- e. Information in the notes to the financial statement
- f. The size of the company's assets and revenue relative to the estimated annual spending amount for the proposed contract. The Financial Manager compares the resource demands of the proposed contract (including labor and capital) against the Vendor's asset structure, capital availability, and spending pattern.
- g. Other explicit and implicit risks identified in the financial statements

**CITY OF AUSTIN
PURCHASING OFFICE**

**SECTION 0600: PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
RFP 1100 ELF3000, MANAGED CONTACT CENTER COMMUNICATIONS & INFRASTRUCTURE SOLUTION**

Complete and submit the following documentation:

- i. Submit financial statements for the two most recent fiscal years.
- ii. If statements for the most recent fiscal year are not available, and the fiscal year ended more than 6 months prior to the solicitation closing date, the Vendor shall provide (1) statements for the two most recent fiscal years available, (2) a written explanation for the situation, and (3) a summary of all material events that have occurred since the closing date of the most recent statements provided.
- iii. The financial statements shall have been audited by an accounting organization independent of the Vendor and include a formal letter expressing the auditor's opinion on whether the financial statements fairly present the financial position of the Vendor in all material aspects.
- iv. The statements for both fiscal years shall include at a minimum balance sheets, income statements, and all accompanying notes to the financial statements.
- v. If the Vendor operates as a subsidiary or affiliate of another organization and does not publish independent financial statements, the Vendor shall provide the financial statements of the parent organization. These statements shall include a direct reference to the Vendor, identifying it a subsidiary or affiliate and noting that its results have been consolidated into the financial statements of the parent organization.
- vi. If the Vendor has been or has been announced to be involved in a change of control (merger, spinoff, etc.) during or after the two years represented by the financial statements, the Vendor shall provide (1) a written explanation of the action, including the terms of the arrangement, and (2) the financial statements for the new or proposed owner or partner organization. In the case of a spinoff, the Vendor shall identify the division(s) of the parent organization included in the spinoff.

**CITY OF AUSTIN
PURCHASING OFFICE
SECTION 0600: PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
RFP 1100 ELF3000, MANAGED CONTACT CENTER COMMUNICATIONS & INFRASTRUCTURE SOLUTION**

Section X

S. EVALUATION FACTORS AND AWARD

- i. **Competitive Selection:** This procurement will comply with applicable City Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph B below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the Best Offeror. Award of a Contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.
- ii. **Evaluation Factors:** All proposals will be evaluated based on the following criteria and rankings. Maximum 100 points.

Evaluation Factor No.	Evaluation Factor Title	Maximum Point Value
1	System Concept and Solution & Program	30
2	Demonstrated Applicable Experience and Personnel Qualifications	22
3	Business Organization and Stability; Project Management Structure	20
4	Total Extended Cost	15
5	Local Business Presence	10
6	Service-Disabled Veteran Business Enterprise Preference	3
MAXIMUM POINT TOTAL		100

- 1. System Concept and Solution & Program
 - a. Grasp of the requirement and its solution(s), responsiveness to terms and conditions, completeness and thoroughness of the technical data and documentation. (Maximum 30 points)
- 2. Demonstrated Applicable Experience and Personnel Qualifications (Maximum 22 points)
- 3. Business Organization and Stability; Project Management Structure (Maximum 20 points)
- 4. Total Extended Cost (Maximum 15 points)
- 5. Local Business Presence (Maximum 10 points)

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

- 6. Service-Disabled Veteran Business Enterprise Preference (Maximum 3 points)

**CITY OF AUSTIN
PURCHASING OFFICE**

**SECTION 0600: PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
RFP 1100 ELF3000, MANAGED CONTACT CENTER COMMUNICATIONS & INFRASTRUCTURE SOLUTION**

iii. **Presentations, Demonstration, Interview - Optional**

Presentations, Demonstrations or Interviews may be conducted at the discretion of the City. The City will score proposals based on 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 interviews with the City. The City reserves the right to negotiate the actual contract scope of work after submission and to rescore based on presentations, demonstrations or interviews.

Note: Using the evaluation criteria listed above, the Evaluation Committee will select the RFP submission that appears most favorable to the City.

Section 0605: Local Business Presence Identification

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

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

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

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

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

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

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

City of Austin, Texas
Section 0800
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

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

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

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

City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

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

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

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

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of

this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

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

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

Sanctions:

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

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this _____ day of _____, _____

CONTRACTOR _____
Authorized
Signature _____

Title _____

Section 0815: Living Wages Contractor Certification

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) 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

- (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:

Signature of Officer
or Authorized
Representative:

Date:

Printed Name:

Title

Section 0835: Non-Resident Bidder Provisions

Company Name _____

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

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

Answer: _____

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- (2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder id a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: _____ Which State: _____

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

Answer: _____

Section 0840, Service-Disabled Veteran Business Enterprise Preference

Offeror Name
[OFFEROR NAME]

Additional Solicitation Instructions.

- 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.
- 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	

- 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.
- 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.
- 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/tpasscmbsearch>. Federal: <https://www.vip.vetbiz.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.
- 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.

Section 0900: SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM

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

PROCUREMENT PROGRAM

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

SOLICITATION NUMBER: RFP 1100 ELF3000

SOLICITATION TITLE: MANAGED CONTACT CENTER COMMUNICATIONS & INFRASTRUCTURE SOLUTION

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			
City Vendor ID Code			
Physical Address			
City, State Zip			
Phone Number		Email Address	
Is the Offeror City of Austin M/WBE certified?	<input type="checkbox"/> NO <input type="checkbox"/> YES Indicate one: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture		
<p>Offeror Certification: I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed Subcontracting/Sub-Consulting Utilization Form, and if applicable my completed Subcontracting/Sub-Consulting Utilization Plan, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the Request For Change form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my Subcontracting/Sub-Consulting Utilization Plan, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my Request for Change form. I understand that, if a Subcontractor is not listed in my Subcontracting/Sub-Consulting Utilization Plan, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my Request for Change form.</p>			
Name and Title of Authorized Representative (Print or Type)	Signature/Date		

Section 0905: SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN

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

SOLICITATION NUMBER: RFP 1100 ELF3000
SOLICITATION TITLE: MANAGED CONTACT CENTER COMMUNICATIONS & INFRASTRUCTURE SOLUTION

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.

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

SOLICITATION NUMBER: RFP 1100 ELF3000

SOLICITATION TITLE: MANAGED CONTACT CENTER COMMUNICATIONS & INFRASTRUCTURE SOLUTION

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

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

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

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

PROCUREMENT PROGRAM

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

SOLICITATION NUMBER: RFP 1100 ELF3000

SOLICITATION TITLE: MANAGED CONTACT CENTER COMMUNICATIONS & INFRASTRUCTURE SOLUTION

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

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

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

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

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

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

 Reviewing Counselor

 Date

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

 Director/Assistant Director or Designee

 Date