



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

**SOLICITATION NO:** GAL0023

**DATE ISSUED:** June 6, 2016

**REQUISITION NO.:** RQM 1100 16051200455

**COMMODITY CODE:** 91897

**FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT THE FOLLOWING AUTHORIZED CONTACT PERSONS:**

**Terry V. Nicholson**  
**Senior Buyer Supervisor**

**Phone:** (512)322-6586  
**Email:** [terry.nicholson@austinenergy.com](mailto:terry.nicholson@austinenergy.com)

**or**

**Cheryl Kaufman**  
**Senior Buyer**

**Phone:** (512) 505-3545  
**E-Mail:** [cheryl.kaufman@austinenergy.com](mailto:cheryl.kaufman@austinenergy.com)

**COMMODITY/SERVICE DESCRIPTION:** 3<sup>rd</sup> Party Aggregator for Austin Energy SHINES Program

**PRE-PROPOSAL CONFERENCE TIME AND DATE:** 11:00 AM on June 16, 2016

**LOCATION:** Austin Energy  
 721 Barton Springs Rd., RM 130 (Assembly Room)  
 Austin, TX 78704

**A Call-In Bridge has been established for those who can't make the conference in person:**

**Dial-In Number:** 408-650-3123  
**Access Code:** 833-859-189

**PROPOSAL DUE PRIOR TO:** 2:00 PM on July 12, 2016

**PROPOSAL CLOSING TIME AND DATE:** 2:00 PM on July 12, 2016

**COMPLIANCE PLAN DUE PRIOR TO:** 2:00 PM on July 12, 2016

**LOCATION:** MUNICIPAL BUILDING, 124 W 8<sup>th</sup> STREET  
 RM 308, AUSTIN, TEXAS 78701

**LIVE SOLICITATION CLOSING 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 # GAL0023	Purchasing Office-Response Enclosed for Solicitation # GAL0023
P.O. Box 1088	124 W 8 <sup>th</sup> Street, Rm 310
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 EXACT COPY OF YOUR RESPONSE ON FLASH DRIVE**

**\*\*\*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	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	4 - 14
0500	SCOPE OF WORK	15 - 25
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	26 - 29
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	30 - 31
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0830	PREVAILING WAGE CONTRACT PROVISIONS	32 - 39
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	40
0903	FAIR AND ACCURATE CREDIT TRANSACTION ACT OF 2003 (FACTA)	41
ATT1	EXHIBIT 1 – AUSTIN SHINES SOLUTION OVERVIEW (1 page)	Separate attachment
ATT2	EXHIBIT 2 – DEPARTMENT OF ENERGY GRANT - FOA 0001108 (88 pages)	Separate attachment
ATT3	MBE/WBE PROCUREMENT PROGRAM PACKAGE – Must be completed and returned (21 pages)	Separate attachment
ATT4	MBE/WBE VENDOR LIST (4 pages)	Separate attachment
ATT5	MBE/WBE VENDOR LABELS (1 page)	Separate attachment

**\* 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](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 8<sup>th</sup> 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.**

#### **INTERESTED PARTIES DISCLOSURE**

**In addition, Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 “Certificate of Interested Parties” that is signed and notarized for a contract award requiring council authorization. The “Certificate of Interested Parties” form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution.**

**[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)**

**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: \_\_\_\_\_

Federal Tax ID No. \_\_\_\_\_

Printed Name of Officer or Authorized Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Signature of Officer or Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
SOLICITATION NO. RFP GAL0023**

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 3PM, fifteen (15) days prior to the solicitation due date. Submissions may be made via email to [Terry.Nicholson@austinenergy.com](mailto:Terry.Nicholson@austinenergy.com).

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

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

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

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

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

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$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.

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- (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.
    - (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 arising out of the performance of professional services under this Agreement.

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** 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, and (6) website content, including claims of libel, slander, trade libel, defamation, infringement of copyright, trademark and trade dress and invasion of privacy. (6) Contractors acts, errors and omissions in delivering or failing to deliver its professional services
  - vi. **Property Insurance:** The Contractor shall provide All Risk Property coverage including, but not limited to, fire, wind, hail, theft, vandalism, and malicious mischief for all real and personal property owned by the City and in the care, custody, and control of the Contractor. The City shall be added to the property policy as a Loss Payee as their interest may appear.
- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. 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.

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3. **BID / PROPOSAL / RESPONSE BOND: (“BOND”)**
- A. All Offers shall be accompanied by a Bid / Proposal / Response Bond in an amount of not less than five percent (5%) of the total Offer. The Bid / Proposal / Response Bond must have a Power of Attorney attached, issued by a solvent surety authorized under the laws of the State of Texas and acceptable to the City.
  - B. The Bid / Proposal / Response Bond accompanying the Offer of the apparent successful Offeror will be retained until a Contract is awarded and the successful Offeror executes the Contract and furnishes any required bonds and insurance, after which the Bid / Proposal / Response Bond will be returned to the Offeror. The Bid / Proposal / Response Bond provided by the next lowest or next Best Offeror will be retained until a Contract is awarded. All other Bid / Proposal / Response Bonds will be returned within a reasonable amount of time necessary to make an award recommendation.
4. **PAYMENT BOND:**
- A. The Contractor shall provide a Payment Bond in an amount equal to 100% of the Contract amount within 14 calendar days after notification of award. The Payment Bond serves as security for the faithful payment of all of the Contractor’s obligations for subcontracts, work, labor, equipment, supplies, and materials furnished under the Contract. The Payment Bond shall be issued by a solvent company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by the City pursuant to applicable law. The Surety must obtain reinsurance for any portion of the risk that exceeds 10% of the Surety’s capital and surplus. For bonds exceeding \$100,000, the Surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Texas and holds a certificate of authority from the U.S. Secretary of the Treasury.
  - B. The Payment Bond shall remain in effect throughout the term of the Contract, and shall be renewed for each respective extension.
5. **PERFORMANCE BOND:**
- A. The Contractor shall provide a Performance Bond in an amount equal to 100% of the Contract amount within 14 calendar days after notification of award. The Performance Bond serves as security for the faithful performance of all of the Contractor’s obligations under the Contract. The Performance Bond shall be issued by a solvent company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by the City pursuant to applicable law. The Surety must obtain reinsurance for any portion of the risk that exceeds 10% of the Surety’s capital and surplus. For bonds exceeding \$100,000, the Surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Texas and holds a certificate of authority from the U.S. Secretary of the Treasury.
  - B. The Performance Bond shall remain in effect throughout the term of the Contract and shall be renewed for each respective extension.
6. **CONTRACT AWARD:** It is estimated that this Contract will be awarded in an amount not to exceed \$750,000.00

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7. **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 shall contain an itemized description of the Services or Deliverables paired with the associated task number (from the U.S. Department of Energy (DOE) Statement of Project Objectives (SOPO)) for each item. Contractor shall provide any backup material required by DOE or requested by the City for grant reimbursement or auditing purposes. 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:	Lisa Martin
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.

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 \$500 per calendar day. The Contractor therefore agrees to pay, and the City agrees to accept, as liquidated damages, the sum of \$500 per calendar day for each calendar day of delay.

9. **RETAINAGE:** The City will withhold 10 percent (%) 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. **HAZARDOUS MATERIALS:**

- A. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Material Safety Data Sheets (MSDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.

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- B. Failure to submit the MSDS as part of the Offer may subject the Offer to disqualification from consideration for award.
- C. The MSDS, instructions and information required in paragraph "A" must be included with each shipment under the contract.
11. **PREVAILING WAGE:** Contractor shall comply with the requirements of Section 00830 Prevailing Wage Rates and Payroll Reporting including the wage rates listed in Section 00830BC Wage Rates for Building Construction or Section 00830HH Wage Rates for Heavy and Highway Construction.
12. **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**
- A. 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.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror 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 Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to certify 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>
13. **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.

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- C. Contractor shall obtain the reports at least 30 days prior to any onsite work commencement. Contractor also shall attach to each report the project name, Contractor's personnel name(s), current address(es), and a copy of the U.S. state-issued or foreign national driver's license or photo ID card.
  - D. Contractor shall provide the City a Certified Criminal Background Report affirming that Contractor has conducted required security screening of Contractor's personnel to determine those appropriate for execution of the work and for presence on the City's property. A list of all Contractor Personnel requiring access to the City's site shall be attached to the affidavit.
  - E. Upon receipt by the City of Contractor's affidavit described in (D) above and the list of the Contractor's personnel, the City will provide each of Contractor's personnel a 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).
14. **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

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15. **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 through an interlocal cooperative agreement.
16. **WORKING ON OR NEAR ENERGIZED 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/cm<sup>2</sup>) 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.
17. **FAIR AND ACCURATE CREDIT TRANSACTIONS ACT OF 2003 (FACTA):**
- 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 provisions of the Fair and Accurate Credit Transactions Act (FACTA) [16 CFR 681] and agrees to exercise due diligence, in accordance with reasonable policies and procedures, to detect, deter and prevent the risk of identity theft (See Section 0903, FACTA Affidavit). 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.
18. **NERC COMPLIANCE:** If at any point during the Term of this Contract, Contractor personnel require access to assets protected under the North American Electric Reliability Corporation (“NERC) Critical Infrastructure Protection (“CIP) Reliability Standards (“NCIP Protected Assets”), these certain Contractor personnel shall be required to complete AE’s access requirements per AE’s documented processes including, but not limited to, successful completion of a Personnel Risk Assessment (including submission of Criminal Background Investigation: Notification and Disclosure Form for CBI Sensitive Positions (Exhibit 3) and associated background check and Cyber Security Training, as such terms are defined in the abovementioned processes. AE processes related to NCIP Protected Assets are subject to change. When applicable, Contractor activity shall be compliant with NERC CIP Reliability Standards at all times during the Term of the Contract. The NERC CIP Reliability Standards enforceable at any point in time are available publicly on NERC’s website and are subject to change. In the event that the applicable Contractor personnel do not meet AE’s requirements for access to NCIP Protected Assets, Contractor shall propose alternate qualified personnel for the relevant tasks at no additional cost or schedule impact to the City within five (5) business days of notice from AE to obtain approval for the replacement. Such approval will not be unreasonably withheld.
19. **MODIFICATION PROCESS FOR CONTRACT SCOPE CHANGES** (reference paragraph 46 of Section 0300)
- A. If either Party identifies a need for Services not set forth in the existing Contract, the applicable party shall timely submit to the other Party’s Project Manager the following information, at a minimum:
- i. Brief Description--A brief description of the work to be performed identifying, at least, the functionality of the change and its benefit to the project.

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- ii. Scope of Work--A detailed description which addresses, at a minimum, the tasks to be performed, the obligations of both AE and Contractor which are necessary to complete the tasks, and any documentation needed to document the in-process work and project completion.
  - iii. Schedule--A milestone and resource schedule that identifies the steps by which work is initiated and completed, and the personnel, equipment, and subcontractors needed to initiate and complete such work. The schedule should include the dates of required AE interface and support to the Contractor's work.
  - iv. Total Proposed Cost to AE--if the modification request is from Contractor, Contractor shall include a total cost and a breakdown of the cost it anticipates incurring to perform the work. If the modification request is from the City, Contractor shall provide a total cost and a breakdown of the cost it anticipates incurring to perform the work within 5 business days of City's written request, unless otherwise agreed upon by both parties. Contractor shall establish cost values in accordance with the Labor Rate Sheet.
- B. Amendments for Contract modifications must be approved in advance and in writing by an Authorized City Representative prior to Contractor completing any work associated with the change. Services performed and/or costs incurred by Contractor prior to a fully executed Contract amendment will not be paid. Reference paragraph 46 of the Standard Terms and Conditions (Section 0300).
20. **GRANT COMPLIANCE:** Contractor agrees to perform in accordance with the U.S. Department of Energy (DOE) EERE Award No. DE-EE0007177, as may be amended from time to time.
21. **WARRANTY:** (reference paragraphs 21 and 22 of Section 0300)  
The warranty period shall be at a minimum the duration of the Grant referenced above as further described in paragraphs 4.1.2.3 and 4.1.3.3 of Section 0500.
22. **CONFIDENTIALITY AGREEMENT:** Upon nomination of contract award and prior to commencement of the work, Austin Energy will require the selected Contractor to execute a Confidentiality Agreement.
23. **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.

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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.
24. **CITY CONTACT:** The following person is designated as Contract Contact, Manager, and City's Project Manager will act as the contact point between the City and the Contractor during the term of the Contract:  
Lisa Martin  
Austin Energy  
721 Barton Springs Rd.  
Austin, TX 78704  
[Lisa.martin@austinenergy.com](mailto:Lisa.martin@austinenergy.com)  
(512) 322-6457
25. **TERM OF CONTRACT:**
- A. The Contract shall become effective on the date executed by the City ("Effective Date") and shall remain in effect until the earliest of when the deliverables set forth in the Contract are complete or the City terminates the Contract.
- B. Upon agreement by both parties, extension options may be added to this Contract for continuation of Services.
- C. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
26. **CONFIDENTIALITY:** (replaces paragraph 37, of Section 0300)
- In order to provide the Deliverables under this Contract, each party may require and receive access to the other party's Confidential Information. City and Contractor acknowledge and agree that the Confidential Information is the valuable property of the party providing the Confidential Information ("Disclosing Party") and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure Disclosing Party.
- A. "Confidential Information" includes, but is not limited to, all documents, reports, studies, memoranda, analyses, summaries, trade secrets, project descriptions, computer programs and models, computer model inputs and outputs, commercial data, financial data and projections, pricing proposals, cost analyses, research and business strategies, and information received from a third party, whether in tangible form or orally or visually conveyed to the other party("Receiving Party"), and marked or otherwise identified as confidential at the time of disclosure. Confidential Information may be in any medium and may be written or oral.

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

27. **CYBER SECURITY REQUIREMENTS:**

- A. **Introduction:** An energy storage system ("ESS") and its associated control system(s) is, collectively, a cyber-physical system that functions as both energy importer and exporter, depending on facility and grid requirements at any given time. Since these systems can affect the operation and safety of both the grid and a customer's facility, cyber security measures are critical to addressing potential electrical impacts as well as securing information flows. The significant areas of concern consist of unauthorized parties accessing controls via smart inverter, destabilization of the smart grid, and the exposure of confidentialities and personally-identifiable information ("PII") throughout an interconnected system.
- B. **Infrastructure and Grid Protection:** Contractor must understand that the electric grid could be penetrated by cyber intrusions, embedding malicious software into DER systems to either gain control or restrain the distribution of energy to commercial consumers. It is important that Contractor maintains strict security protocols to prevent systems from external attacks or unauthorized use.  

These control actions can result in potentially significant changes in the power flow over AE's distribution system. As such, the Contractor effectively serves as an extension of AE's remote control capabilities and must reasonably protect all of its AE-related system components from exposure to cyber security threats. This includes the Contractor's host platform (as it represents exposure to AE's interests) and all data connections through which these instructions are processed. The specific technology solutions and communication protocols used for establishing the required data connections (between AE, the Contractor and the commercial locations) shall be proposed by the Contractor and subject entirely to the approval of AE, at its sole but reasonable discretion. The proposed solution shall employ generally accepted best practices regarding cyber security.
- C. **Customer Information Protection:** The confidentiality of customer information is also critical to the success of this project. All data generated and collected by Contractor during the Term of the Contract will be considered as property of AE. Contractor shall meet the following requirements when collecting, securing, and sharing customer data and PII.

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- i. Contractor and AE each acknowledges that it has an obligation to provide products or services to commercial customers identified by AE to participate in the Austin SHINES project during the Term of the Contract (“Participants”) and may collect and process data or personal information from or about a Participant (“Participant Data”).
- ii. Contractor will maintain its own privacy policy that is conveyed in a clear and conspicuous manner to Participants regarding the collection, use, and disclosure of Participant Data (including to partners, contractors, or agents) that complies with all applicable laws and regulations governing privacy, data security, and the protection of personal information.
- iii. After obtaining Participant Data directly from a Participant or via a transfer of Participant Data from AE to Contractor, the Participant Data received by Contractor will be subject to Contractor’s privacy policy, all confidentiality provisions found herein, and the provisions set forth below:
  - a. Contractor’s collection, use, and disclosure of Participant Data must comply at all times with all applicable laws and regulations governing privacy, data security, and the protection of personal information. Contractor shall not use Participant Data for direct marketing purposes.
  - b. Contractor shall take reasonable and appropriate steps to protect the security, privacy, and confidentiality of Participant Data (“Safeguards”). Safeguards are reasonable and appropriate when they (i) adequately address all reasonably foreseeable threats to Participant Data, (ii) are appropriate to the quantity, sensitivity, and type of Participant Data accessed and the way that information will be accessed, (iii) are well-suited to the size, scope, resources, and commercial context of Contractor’s business, and (iv) comply with all laws, regulations, and enforceable government rules or directives applicable to Contractor in connection with its access to Participant Data.
  - c. Contractor shall establish, implement, and maintain a reasonable program of organizational, operational, administrative, physical, and technical Safeguards appropriate to (i) prevent any unauthorized access to, or destruction, use, modification, or disclosure of Participant Data, and (ii) comply with all applicable laws.
  - d. When reasonably requested, Contractor shall provide AE with reasonable assurances in writing that it has implemented all of the Safeguards required herein, which will include providing accurate and complete information as AE may reasonably request in written questionnaires.
  - e. Contractor shall maintain controls appropriate to limit access to Participant Data to its employees and third parties that (i) have a legitimate need to access that information to provide services pursuant to this Contract, and (ii) have agreed in writing to be bound by an appropriate confidentiality agreement, and to take reasonable and appropriate steps to detect unauthorized access, use or disclosure to unauthorized persons or for unauthorized purposes. Such controls will include an industry-standard logging system detailing all access and be capable of reconstructing the details of access to Participant Data.
  - f. Contractor will promptly notify the AE in writing if Contractor identifies unauthorized access to, use, or loss of Participant Data. If requested, Contractor will delete or destroy any data supplied by AE.
  - g. If Contractor or anyone to whom Contractor provides access to Participant Data becomes legally compelled by a court or other government authority to disclose Participant Data, then to the extent permitted by law, Contractor will promptly provide AE with sufficient notice to allow AE to intervene to object to the disclosure.

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

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**Scope of Work  
3<sup>rd</sup> Party Aggregator for Austin Energy SHINES**

**1. Introduction**

***About the City of Austin***

The City of Austin, Texas, with a population in excess of 920,000, 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.

**2. Purpose**

The purpose of this solicitation is to identify a 3<sup>rd</sup> party Contractor to provide integrated Energy Storage Systems (ESS) and control software with aggregation capability at select commercial sites as part of the Austin SHINES demonstration project (refer to <http://energy.gov/eere/sunshot/project-profile-austin-energy-shines>). The ESS are expected to increase grid performance and reliability, allow higher penetration of solar PV integration, and provide value propositions specific to each commercial customer such as but not limited to demand charge savings. Each commercial-scale application in the Austin SHINES project will fall under one of two control models: aggregated systems or direct utility control.

The purpose of the aggregation capability is to provide logistical support to AE's Distributed Energy Resource Optimizer (DERO) by controlling multiple ESS at the aggregated sites when given a single dispatch signal from DERO. The aggregation software shall monitor the availability of the aggregated ESS and report it to DERO; based on DER availability, aggregation software shall dispatch the ESS for grid performance and reliability functions. Under normal operation, available ESS capacity at the aggregated sites shall have a dispatch priority of serving local use cases specific to each customer's value propositions.

The purpose of Direct Utility Control (DUC) is to demonstrate another mode of ESS control where AE has priority dispatching the ESS for grid reliability functions before serving individual customer's local value propositions.

By demonstrating the value of ESS at the commercial scale with two different control modes, data and insights obtained from this portion of the Austin SHINES project will support the scaling and integration of future commercial energy storage projects into AE's system.

**3. Background**

The Sustainable and Holistic Integration of Energy Storage and Solar PV (SHINES) is a Department of Energy (DOE) funding opportunity with a goal to enable holistic design, development, and widespread sustainable development of low-cost, flexible, and reliable solutions that have energy storage as one of the key components, for successful integration of PV power plants.

AE has been awarded a grant under the SHINES funding opportunity and is pursuing a pilot project in Austin to demonstrate the capabilities of ESS at the utility, commercial, and residential scale with solar PV integration. The project's target solar PV capacities represent minimum penetration for sufficient impact on local grid to measure controls impact and facilitate extrapolation to higher PV levels.

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The goal of the SHINES project is to demonstrate a solution adaptable to any region and market structure that offers a credible pathway to a system Levelized Cost of Energy (LCOE) of 14¢/kWh for solar energy when augmented by storage and other Distributed Energy Resource (DER) management options. The SHINES Funding Opportunity Announcement in Appendix A provides a more detailed description, including an in-depth discussion of LCOE on page 13.

The solution aims to establish a template for other regions to follow to maximize the penetration of distributed solar PV. In addition, the proposed solution will enable distribution utilities to mitigate potential negative impacts of high penetration levels of PV caused by the intermittency and variability of solar production.

AE intends to achieve this goal through a software control platform, Distributed Energy Resource Optimizer (DERO), developed by 1Energy Systems (<http://www.1energysystems.com/introducing-the-1energy-distributed-energy-resource-optimizer-1e-dero/>), which will monitor the project's DERs from a system-high level and perform data analysis to optimize the economic dispatch of resources. DERO will be able to receive communications from all DER assets in the project through various communication mediums and send dispatch control signals to DER assets. All software solutions involved in the project shall interface with the DERO and send monitoring data and receive dispatch commands through it, as shown in Figure 1.

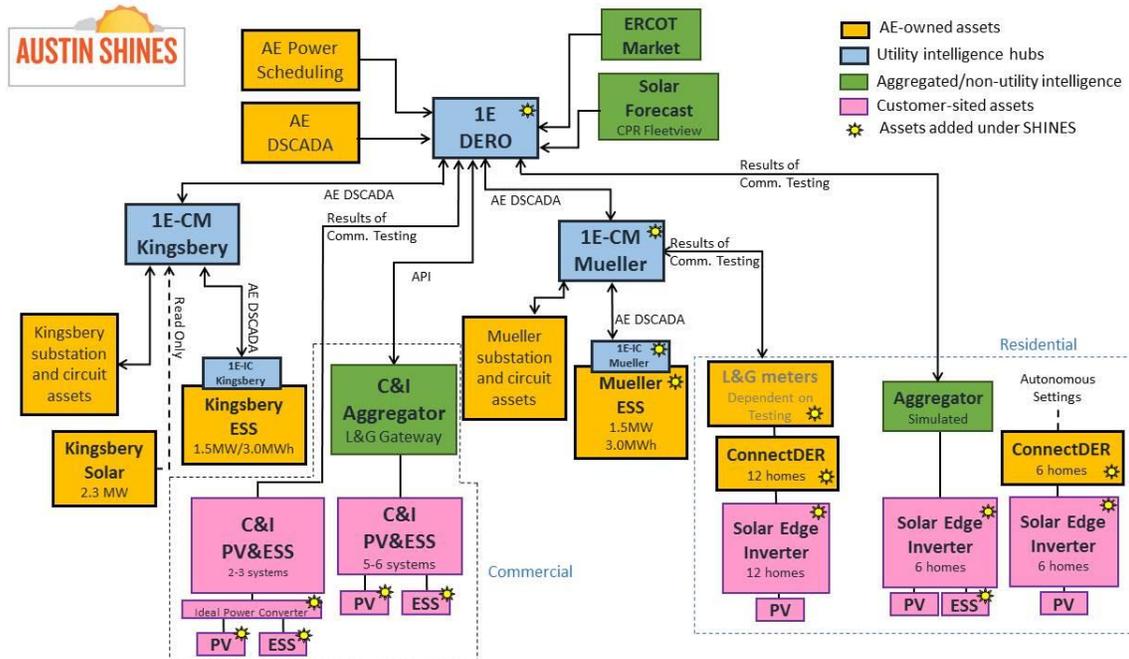


Figure 1. Conceptual diagram illustrating SHINES assets and network architecture interconnections

The contractor will be provided with the 2 power conversion systems for the Direct Utility Control commercial sites by the power converters partner of this project.

A complete overview of the Austin SHINES solution is contained in Appendix B, including a detailed description of the technology proposed.

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**4. Contractor Responsibilities (Overview)**

**Description:** Contractor shall select, procure, and install Energy Storage Systems (ESS), as well as modify existing PV systems and/or replace existing inverters for 7-8 commercial sites identified by Austin Energy (AE). Contractor shall integrate the ESS with existing solar PV (a minimum of 375kW AC is projected) at commercial sites. If solar PV does not exist on the sites, Contractor shall work with the commercial customer and/or the PV contractor as necessary during the design, procurement, and installation of new solar PV systems to ensure compatibility with the ESS and controls.

Contractor shall implement and provide hosting for their control and aggregation software for 5-6 of the commercial sites. The Contractor shall optimize the individual ESS for each customer's value proposition by developing control algorithms which maximize the income/savings generated by charging/discharging the battery within technical and operational constraints determined by the battery chemistry and individual customer requirements. The Contractor shall provide monitoring and control to Austin Energy's Distributed Energy Resource Optimizer (DERO) through a secure, open standard communication protocol to dispatch aggregated ESS capacity based on utility's need and ESS availability.

For the remaining 2 commercial sites, Contractor shall select, procure and install ESS with prescribed Power Conversion Systems (PCS) provided by AE. Contractor shall consult with the Austin SHINES commercial power converters partner on the compatibility of system components. These 2 commercial sites shall be under Direct Utility Control (DUC) and communicate directly with DERO through a communication pathway to be determined from the results of communication testing within the SHINES project.

**4.1 Tasks/Requirements:** Contractor's tasks shall be divided into three primary services:

- Aggregated Customer Program Support (4.1.1)
- Hardware Integration (4.1.2)
- Aggregation Software and Services (4.1.3)

Services shall be performed in three phases to align with the budget periods of the Austin SHINES project and the negotiated Statement of Project Objectives (SOPO) with the DOE. References to DOE SOPO tasks or sub-tasks are included in the headers below, as applicable. Contractor shall submit a project schedule that meets the program schedule as shown in section 5.

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**Quick Reference Summary Table**

	<b>Aggregated Sites</b>	<b>Direct Utility Control Sites</b>
<b># of sites</b>	5-6 commercial sites, within AE's service area as identified by AE during the Term of the Contract.	2 commercial sites, within AE's service area as identified by AE during the Term of the Contract
<b>Solar PV Capacity Target</b>	Minimum of 220kW	155kW
<b>Battery and balance of system selection</b>	Contractor to select ESS components (battery and balance of system) ; Work with commercial customer and/or PV contractor as needed with new PV installations to facilitate compatibility with ESS.	Contractor to select ESS components (battery and balance of system) ; Work with commercial customer and/or PV contractor as needed with new PV installations to facilitate compatibility with ESS; Consult with commercial power converters partner on design compatibility with prescribed PCS
<b>Inverter selection</b>	Contractor's choice of manufacturer, with 2 standard sizes in the following ranges: Small: 30-50kW Medium: 100-150kW	Inverter selection to be determined by AE, likely Ideal Power 3-port smart inverters: 1 x 30 kW 1 x 125 kW
<b>Procurement approval</b>	Written approval from AE	Written approval from AE and commercial power converters partner
<b>Dispatch Priority</b>	Local use cases	Grid support
<b>Communication Pathway</b>	Aggregator software integration to DERO	TBD based on result of communications testing
<b>ESS + PV Control</b>	Respond to commands from aggregator software	Respond to commands from DERO

**4.1.1 AGGREGATED CUSTOMER PROGRAM SUPPORT:** Contractor shall:

4.1.1.1 Provide expertise regarding the development of the commercial use-case program and customer participation package as described below:

- Review and provide consultation on the AE-developed customer package deliverables
- Identify any qualifications (preferred and/or required) for potential building owners related to the aggregation software
- Identify and provide to AE the description of the value proposition for the customer
- Provide the description of the aggregation software and services to be deployed at the customer sites

AE will be responsible for selecting and obtaining concurrence from commercial participants.

**4.1.2 DER HARDWARE INTEGRATION:** Contractor shall perform the following:

4.1.2.1 **DEVELOPMENT (ST-1.3.3, ST-1.3.4)**

- A. **Aggregated Sites** - Determine ESS components, including all ancillaries, for 5-6 aggregated commercial sites with a minimum of 220kW PV capacity.
- System selection and integration:
    - Selection of ESS shall be based on the use of use 2 standard inverter sizes for small (30-50kW) and medium (100-150kW) applications.

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- If solar PV is existing at a site, Contractor shall assess the existing inverter and system and recommend modifications to meet project objectives: (1) keep existing inverter and solar PV system or (2) replace the existing solar inverter with a smart inverter. Contractor shall determine and include whether any additional reconfiguration of the system is required and shall ensure no impact to existing warranties for solar PV or provide an alternate solution acceptable to the customer.
  - Contractor shall present its recommendations for each customer site to AE and, after receiving written approval from City's Project Manager, proceed with the configuration selected by AE for each site. If not approved, Contractor shall work with AE and customer to modify system.
  - If solar PV does not exist at a site, Contractor shall work with the commercial customer and PV contractor to ensure compatibility with the ESS, particularly with regard to capacity and communications.
  - System shall include smart inverter technology and be able to communicate per AE requirements; using open communications standards whenever possible to enhance interoperability of systems
  - Specify equipment to be used
    - Batteries
    - Inverter
    - Enclosure(s) and security
    - Cooling Systems
    - Safety Features – alarms, fire suppression, security, etc.
    - Balance of system components (controller, communications, etc.)
  - Comply with existing AE Design Criteria Manual and Distributed Generation Interconnection Guide which can be found at:
    - <http://www.austinenergy.com>
      - Select the "Contractors" tab
      - Select the "Electric Service Design & Planning Tab"
  - Comply with all industry and City of Austin current codes, standards, and regulations relevant to ESS, PV, and smart inverters.
  - Provide all information to a 3<sup>rd</sup> party engineering firm separately contracted with Austin Energy which will prepare design documents stamped by a Professional Engineer registered in the State of Texas.
- B. Direct Utility Control Sites** - Consult with Austin Energy and the commercial power converters partner to determine ESS components, including all ancillaries, for 2 DUC commercial sites with a total of 155kW PV capacity. (1 x 30kW, 1 x 125 kW)
- If solar PV is existing at a site, Contractor shall replace the existing solar inverter with a smart 3-port inverter and determine if any additional reconfiguration of system is required. Contractor shall ensure no impact to existing warranties for solar PV or provide an alternate solution acceptable to the customer.
  - If solar PV does not exist at a site, Contractor shall work with the commercial customer and PV contractor to ensure compatibility with the ESS.
  - System shall use AE-defined and provided smart inverters, which are likely to be 3-port smart inverters.
  - Requirements will include interfacing to Solar PV

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- Work with Austin Energy and a third party engineering firm on the design of the ESS system which includes:
    - Batteries
    - Inverter
    - Enclosure(s) and security
    - Cooling systems
    - Safety features - alarms, fire suppression, security, etc.
    - Balance of system components (controller, communication, etc.)
  - Comply with Austin Energy Distributed Generation Interconnection Guide as well as all existing industry codes, standards, and regulations relevant to ESS, PV, and smart inverter design.
  - Provide all information to a 3<sup>rd</sup> party engineering firm separately contracted with Austin Energy which will prepare design documents stamped by a Professional Engineer registered in the State of Texas.
- C. **Metering** - Coordinate with AE on metering and communication per the AE Distributed Generation Interconnect Guide
- D. **Pre-production Testing of Aggregator System** - Conduct communications and performance testing on first system procured for aggregation.
- The test system shall be comprised of the following components (at a minimum) smart inverter, energy storage, communication and control.
    - Refer to “***CPUC Recommendations for Utility Communications with Distributed Energy Resources (DER) Systems with Smart Inverters version 9***”  
([http://www.energy.ca.gov/electricity\\_analysis/rule21/index.html](http://www.energy.ca.gov/electricity_analysis/rule21/index.html))
    - Demonstrate the seven “Phase 1” smart inverter functions defined by the Smart Inverter Working Group (SWIG) document referenced below as well as bi-directional capability and four quadrant operation.
      - Refer to “***CPUC SIWG Recommendations for Advanced Functions for Distributed Energy Resources (DER) Systems***”  
([http://www.energy.ca.gov/electricity\\_analysis/rule21/index.html](http://www.energy.ca.gov/electricity_analysis/rule21/index.html))
- E. **Pre-production Testing of Direct Utility Control System-** Conduct communications testing on first system procured for Direct Utility Control at the Austin SHINES power converter partner’s lab in Austin.
- The Test system shall be comprised of the following components (at a minimum) smart inverter, energy storage, communication and control.
    - Refer to “***CPUC Recommendations for Utility Communications with Distributed Energy Resources (DER) Systems with Smart Inverters version 9***”  
([http://www.energy.ca.gov/electricity\\_analysis/rule21/index.html](http://www.energy.ca.gov/electricity_analysis/rule21/index.html))
    - Demonstrate the seven “Phase 1” smart inverter functions defined by the Smart Inverter Working Group (SWIG) document referenced below as well as bi-directional capability and four quadrant operation.
      - Refer to “***CPUC SIWG Recommendations for Advanced Functions for Distributed Energy Resources (DER) Systems***”  
([http://www.energy.ca.gov/electricity\\_analysis/rule21/index.html](http://www.energy.ca.gov/electricity_analysis/rule21/index.html))
- F. **Final Acceptance Test Plans** – Develop and document a Final Acceptance Test Plan, including acceptance criteria, for site acceptance testing at each aggregator and DUC customer site. Refer to the Start-Up Testing and Commissioning section below for more detail.

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- G. **Permitting** - Obtain necessary permitting for installing the equipment related to this SOW.
- H. **Procurement** - Procure all system components.
- I. **Cost Estimates for Economic Modeling** - Provide the following information to Austin Energy based on Final detailed designs:
  - Final project pricing
  - Pricing trajectories for system components, including energy storage and smart inverters and balance of system, extended out to 2020
  - Estimated Customer value (e.g., demand charge savings)

**4.1.2.2 DEPLOYMENT (T-2.3, T-2.4)**

- A. Manage procurement and construction of systems and equipment with customers.
  - Equipment placement
  - Schedule installation of individual systems
  - Provide all applications for financial incentives, interconnection and permitting.
- B. **Shipping and Delivery**

Coordinate shipping of equipment to customer sites. Contractor shall be responsible for the following with regard to delivery and installation of all the systems (both aggregated and DUC):

  - All shipping permits and insurance, traffic control plans, etc.
  - Coordination of packaging, shipping, and acceptance of delivery to locations identified by AE in Austin, TX
  - Provide lift plan in advance of delivery, including facilitation of crane operator site visit (if necessary)
  - Supervision of delivery and unloading of the systems
  - Shipment of the ESS's shall be scheduled such that arrival shall occur after the planned site preparation completion date and in coordination with any site accommodations necessary to allow delivery, unloading and placement of components
  - Notifications to AE of delivery status including 7-day, 48-hour and 24-hour notice of impending delivery
  - In cases where immediate delivery to the customer site is not possible, ESS components shall be stored in accordance with the vendor's requirements
  - Any storage, transportation, loading or unloading fees incurred as a result of a deviation from the Project Plan shall be the responsibility of the party responsible for said delay
  - Completion of civil site preparation prior to shipment of major components
  - Coordination of any requested on-site accommodations, including outages, needed to allow delivery, unloading and placement of components
- C. **Installation**

Install ESS systems on the identified commercial sites, or oversee installation performed by contractors. This scope of work includes turnkey installation of all equipment, materials, and devices.

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Contractor shall be responsible for the following with regard to installation of the system on each customer's site:

- Component installation, including placement and anchoring of all pad-mounted equipment on their designated foundations
- Supervision or performance of all installation tasks, including, but not limited to pulling cable and making electrical connections (power and control) to all equipment from the customer's electrical service
- Confirmation of use of correct materials and methods
- All City of Austin inspections
- Confirmation that communication systems are present and functional

AE will be responsible for the following with regard to installation of the systems:

- Inspection and approval of final installation before initial energization of system

**D. Start-Up Testing and Commissioning**

Contractor shall perform Final Acceptance Testing for each customer site in accordance with the Final Acceptance Test Plan developed and documented during the design effort. In addition to being witnessed by AE, the contractor will provide an independent, third-party entity to witness and attest to the measurement and verification of the Final Acceptance Test criteria. The successful completion of each test, as defined by the criteria set forth in the Technical Requirements, will be documented in a Final Acceptance Test Report, signed by each party (Contractor, AE, third-party witness, and the customer), and provided to AE by contractor at the conclusion of Final Acceptance Testing.

- Final Acceptance Test of the smart inverter functions shall be performed per the CPUC Smart Inverter Guide.
- Final Acceptance Test results for the energy storage system shall be calculated and presented per Sandia Document SAND2013-7084 "Protocol for Uniformly Measuring and Expressing the Performance of Energy Storage Systems". Final acceptance test shall be developed and documented during the design effort.
- Final acceptance test of the aggregator communications system shall be developed and documented as part of the design effort.
- Final acceptance test of the DERO system shall be developed and documented as part of the design effort.

**4.1.2.3 TRANSFER OF OWNERSHIP**

- A. Provide titles of systems upon Acceptance by Austin Energy. Provide a solution warranty for each system that covers at least the duration of the Austin SHINES project, which is scheduled to conclude April 2019, with an option to extend on an annual basis through the life of the system. Contractor shall price such option separately. Contractor shall provide the option to transfer the solution warranty if ownership changes during the life of the system.
- B. Provide individual equipment warranties that covers at least the duration of the Austin SHINES project with an option to extend and/or transfer.

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- C. Provide maintenance services for all installed equipment through the duration of the Austin SHINES project.
  - Coordinate with each commercial participant for any maintenance services work, providing advance notice, of the need to be on the customer's premises;
  - Perform all required scheduled maintenance required by the manufacturer to maintain full benefits of the warranty;
  - Perform any unscheduled maintenance required to keep each system functioning as necessary for the Austin SHINES project through the term of the grant; and
  - Maintain records and work orders of maintenance services performed as necessary to comply with manufacturer's warranty requirements.
- D. Provide hard and soft copies of System Operation Documents including:
  - Smart inverter(PCS)
  - ESS Operating Manual
  - Component Manuals
  - Instructional Documentation and Training
  - Operation and Maintenance guides
  - List of Recommended Spares
  - End of Life Procedures including disposal and recycling
  - Any other relevant documentation
- E. Provide Safety Specifications Documents
  - MSDS
  - Operational Safety Manual
- F. Provide operations training to commercial participant and AE personnel at each site.

**4.1.3 AGGREGATION SOFTWARE AND SERVICES:** Contractor shall perform the following:

**4.1.3.1 DEVELOPMENT**

- A. Develop or configure aggregation control software to optimize each site's ESS and PV system according to the customer's value propositions.
  - Integrate with Building Energy Management Systems if applicable
- B. Host the aggregation software and communications infrastructure
- C. Provide communications with DERO
- D. Provide communications based on open standards between assets and aggregator software as described in "***CPUC Recommendations for Utility Communications with Distributed Energy Resources (DER) Systems with Smart Inverters version 9***"
- E. Comply with AE standards regarding cyber security and other protocols
- F. Provide customer-facing HMI to provide real-time information

**4.1.3.2 DEPLOYMENT**

- A. Integrate to DERO and provide aggregation dispatch service to DERO.
- B. Deploy aggregation control software for successful communication with each customer site.
- C. Test in accordance with section 4.1.2.2

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**4.1.3.3 DEMONSTRATION**

- A. Assist in demonstration phase (collecting data, analysis, etc.)
- B. Provide aggregation software and services warranty for at least the duration of the Austin SHINES project with option to extend and/or transfer
- C. Provide maintenance and technical support as an included cost during contract term, with AE reserving the option to extend past project end.
- D. Provide AE with visibility to customer-level data “behind the aggregator” in real-time and historical data.
- E. Provide customers with access to their own data
- F. Provide Operation Documents
  - Software instruction manual
- G. Provide means to transfer ESS controls to AE at the end of term if Aggregator contract is not renewed.

**5. Deliverables/Milestones**

Description	Deliverables/ Milestones	Timeline (due/completion date)	Performance Measure/ Acceptance Criteria
Aggregated Customer Program Support (4.1.1)	<ul style="list-style-type: none"> <li>• Customer Qualifications</li> <li>• Value Propositions</li> <li>• Software and services description</li> </ul>	Completion one month after contract execution	City written approval
DER Hardware Selection (4.1.2.1 A,B, C)	System selection and equipment specifications	March 2017	<ul style="list-style-type: none"> <li>• At least 300 - 400kW of solar to be integrated and controlled</li> <li>• City written approval</li> </ul>
Pre-production testing (4.1.2.1 D, E)	Report on test results	April 2017	<ul style="list-style-type: none"> <li>• City written approval</li> <li>• Successful communications test</li> </ul>
Final Design, Permitting and Procurement (4.1.2.1 F, G, H)	Permits	June 2017	City written approval
Aggregation Software and Services Development (4.1.3.1)	<ul style="list-style-type: none"> <li>• Software algorithms maximizing customer value</li> <li>• Software hosting</li> <li>• Communications developed</li> <li>• Customer facing HMI</li> </ul>	June 2017	City written approval
System Deployment (4.1.2.2 A,B,C)	Installation of systems on-site at each customer location	February 2018	City written approval
Aggregation Software and Services Deployment (4.1.3.2 A,B)	<ul style="list-style-type: none"> <li>• Software integrated to DERO</li> <li>• Software communication to each site</li> </ul>	February 2018	City written approval
Commissioning (4.1.2.2 D, 4.1.3.2 C)	<ul style="list-style-type: none"> <li>• Commissioning Report</li> </ul>	March 2018	<ul style="list-style-type: none"> <li>• City written approval</li> <li>• Change in P and Q from utility-issued command of ≥50% of nameplate capacity</li> </ul>

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Description	Deliverables/ Milestones	Timeline (due/completion date)	Performance Measure/ Acceptance Criteria
			within ≤ 30 seconds
Transfer of Ownership (4.1.2.3)	<ul style="list-style-type: none"> <li>• Warranties</li> <li>• System Operation Documents</li> <li>• Safety Specifications</li> <li>• Customer Training</li> </ul>	March 2018	City written approval
Demonstration (4.1.3.3)	<ul style="list-style-type: none"> <li>• Provide Maintenance</li> <li>• Provide technical support</li> <li>• Provide AE with customer data</li> <li>• Provide final operation documents</li> <li>• Provide means to transfer controls to AE</li> </ul>	March 2019	City written approval
Reporting	Formal report detailing results and conclusions of the demonstration	April 2019	City written approval

**6. Budget**

Contractor shall provide a proposal to complete the scope of work that shows itemized costs, within a budget not to exceed \$750,000.

**7. Appendices/Exhibits**

Exhibit 1 - DOE SHINES FOA

Exhibit 2 - Austin SHINES solution overview

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**1. PROPOSAL FORMAT**

Prefacing the proposal, the Proposer shall provide an Executive Summary, which gives in brief, concise terms, a summation of the proposal. The proposal itself shall be organized in the following format and informational sequence:

- A. **Business Organization**: State full name and address of your organization and identify parent *company if you are a subsidiary*. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.
- B. **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.
- C. **Cost Proposal**: The Scope of Work (Section 0500) outlines deliverables for the project. A firm fixed price or not-to-exceed Contract is expected. Ten percent (10%) of the total contractual price will be retained until submission and acceptance of all work products. Cost proposal shall be submitted using the cost table below, and shall be inclusive of all costs including, but not limited to, travel, staff resources, supplies, materials, printing, etc.

Required Services	Proposed Cost
Full delivery of Services and Deliverables as required in this Solicitation and/or resultant Contract	\$
*Optional Services	Proposed Cost
*Optional Pricing: Option for extended solution warranties (annual pricing per installation) (Reference paragraph 4.1.2.3.A of Section 0500)	\$
*Optional Pricing: Option for extended individual equipment warranties (annual pricing per installation) (Reference paragraph 4.1.2.3.B of Section 0500)	\$
*Optional Pricing: Option for extended software and services warranty (annual pricing) (Reference paragraph 4.1.3.3.B of Section 0500)	\$
*Optional Pricing: Option for extended software maintenance and technical support (annual pricing) (Reference paragraph 4.1.3.3.B of Section 0500)	\$

- i. \*Items listed as "Optional Pricing", shall be at Austin Energy's option. Proposers are required to provide pricing for all items or provide justification for why they are not applicable.
  - ii. In addition, provide hourly rates and job titles for all personnel proposed to perform under this Contract to include estimated hours for each category of personnel.
- D. **Project Concept and Delivery Viability**: Define in detail your understanding of the requirements presented in the Scope of Work (Section 0500) 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. At a minimum, the Proposal should address the following:
- i. Proposed approach and methods proposed for executing the SOW.
    - a. Describe the process/method for Energy Storage System (ESS) component selection and deployment at the commercial scale
    - b. Describe integration of ESS with solar PV (existing and new construction)
    - c. Describe use of smart inverter technology with ESS and solar PV

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- d. What standard sizes will you offer for an ESS packaged solution (that is, standardized designs of an ESS including battery, inverter, balance-of-systems, that could easily be adapted to multiple buildings) for the 5-6 aggregated sites?
  - e. Provide details of your aggregation and control solutions software.
    - 1) Describe the hosting of the controls system (cloud-based, web-based, or local machine)
    - 2) Identify controls hardware necessary
    - 3) If the public internet is used, please describe cybersecurity measures.
    - 4) Describe any data conversions used, if any
    - 5) Describe how you will maintain confidentiality of customer data (Personally Identifiable Information)
    - 6) Describe your uptime availability record for previous clients
  - f. Describe value propositions of your ESS solution to the Utility
  - g. Describe value propositions of your ESS solution to the end-user customer
  - h. Provide details of agreements for building owner participation in proposed aggregation program
  - i. Describe what information the end-user customer will receive from the system or software as well as the method of access.
  - j. Describe which data fields you will provide, and how this data will be captured, stored, managed and shared
  - k. Describe available technical support, to include service level offerings.
  - l. Describe your proposed warranty and maintenance services. (Reference Section 0500, paragraphs 4.1.2.3 and 4.1.3.3.)
  - m. Describe the support you anticipate requiring from the City
- ii. The Proposer shall provide the content and principal features of the Proposal as well as its pricing structure and a description of critical development and delivery aspects of their Proposal, including timelines, tasks, subtasks, and milestones.
  - iii. Resource plan for delivery of the Services required in the SOW. Proposed goals and measures for achieving the proposed plan and future goals successfully.
  - iv. Project Management Plan: Provide a general explanation and chart which specifies project leadership and reporting responsibilities; and interface the team with City project management and team personnel. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.
- E. **Demonstrated Applicable Experience:** Proposer should demonstrate relevant experience and capabilities that at a minimum include:
- i. Experience with the design and deployment of integrated ESS with solar PV, smart inverters, controls and aggregation software at the commercial scale; program and project management experience, vendors and/or subcontractor qualifications and experience, experience for similar projects in size and scope.
  - ii. Project references of at least 1 project (if available, up to three) similar to that described in the SOW (Section 0500) with demonstrated results from prior work. 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.

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For each reference, supply at minimum, the following information:

- Project Title
  - Year
  - Reference Name, Title and phone number
  - Name(s) of key personnel participating on the project
  - Description of work performed, including information about project dependencies among multiple parties.
  - Project Duration
  - Total Cost of the Project
- iii. **Personnel:** 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, including any sub-consultant personnel.
- iv. Other pertinent information deemed appropriate by Proposer.

- F. **Exceptions:** Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal.

The terms and conditions stated in this RFP shall constitute the terms and conditions of the final contract with the successful Proposer after award. If any exceptions are taken by a Proposer to any term or condition of this RFP, the Proposer must clearly indicate each specific exception taken, include a full explanation of the reason for said exception, and include any proposed language for any alternative term as a separate attachment to the Proposal, stating clearly in writing that the Proposer's Contract or Legal staff have reviewed and proposed all such terms in the Proposer's exceptions. 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. The failure to identify exceptions or proposed changes with a full explanation and substitute language shall constitute acceptance by the Proposer of the Solicitation as proposed by the City.

The City reserves the right to reject a proposal containing exceptions, additions, qualifications or conditions not called for in the Solicitation. 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.

## 2. **ADDITIONAL PROPOSAL TERMS**

- A. **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 located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

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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.

- B. **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.
- C. **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 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.
- D. **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.

**3. EVALUATION FACTORS AND AWARD**

A. **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.

B. **Evaluation Factors:**

- i. 100 points.
  - a. Project Concept/Operational Viability (reference 1D) – **40 Points**
  - b. Corporate Experience and Personnel Qualifications Experience (reference 1E) – **25 Points**
  - c. Total Evaluated Cost (reference 1C) – **25 Points**
  - d. Local Business Presence (reference 2A) – **10 Points**

<b>Team's Local Business Presence</b>	<b>Points Awarded</b>
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

- ii. Interviews/Onsite Demonstration, Optional. Interviews may be conducted at the discretion of the City. The City will score proposals based on the items listed above. The City may select a "short list" of Proposers based on those scores. Short listed Proposers may be invited for interviews with the City. Interviews may include vendor demonstrations, team presentations and/or concept reviews. Maximum 25 Points.
- iii. The City reserves the right to negotiate the actual contract scope of work and cost after submission.

**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?		
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  
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PREVAILING WAGE RATES AND PAYROLL REPORTING**

**1. PAYMENT**

**A. Classification Definitions, Building and Heavy and Highway**

Definitions for Building Construction and Heavy and Highway classifications shall conform to the current "Dictionary of Occupational Titles" as published by the U.S. Department of Labor.

**B. Minimum Wages**

Workers assigned to perform work under a City Contract that contains the Prevailing Wage provision shall be paid not less than wage rates, including fringe benefits, as published by the Department of Labor (DOL) for Building Construction and Heavy and Highway Trades. Such wage rates shall be used throughout the Contract. If a classification is to be used, which is not listed in the attached wage rates, Contractor shall submit to the City rates and classification proposed for use, for approval, **prior** to performance of the work.

NOTE: The terms journeyman and apprentice apply to both union and independent workers, and are not intended to imply that these positions are union workers only.

All laborers and mechanics performing work for this Contract shall be paid unconditionally and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by Secretary of Labor under the Copeland Act, Title 29 CFR, Part 3) full wages accrued and when due, computed at rates not less than wage rates bound herein pertaining to type of work being performed. When work is of such a nature that both Building and Heavy and Highway wage scales are incorporated into contract, Contractor shall pay wage rates to mechanics or laborers performing work in more than one classification at the rate indicated for each classification for time actually worked as determined by area practice applicable to type (Site Construction Crafts or Building Construction Crafts) of work being performed without regards to skill. Salaried specialists (contract superintendent and administrative personnel only) in the permanent employment of Contractor do not fall under any Wage Classification. Wage rates shall be posted by Contractor in easily accessible and conspicuous places, where it can be seen by all workers. The following shall also be posted by the Contractor alongside prevailing wage rates: City of Austin wage contact posters (English and Spanish), City of Austin Equal Employment Opportunity posters (English and Spanish) Link to posters below:

[https://assets.austintexas.gov/purchase/prevailing\\_wage\\_posters.pdf](https://assets.austintexas.gov/purchase/prevailing_wage_posters.pdf)

**C. Overtime Requirements**

No Contractor, Subcontractor, or Sub-subcontractor contracting for any part of contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he is employed on such work, to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours in excess of forty hours in such workweek.

**2. APPRENTICES**

**Locally & Federally Funded Contracts**

Apprentices and Trainees will be permitted to work as such only when they are registered, individually, under a bonafide Apprenticeship or Trainee program registered with the Bureau of Apprenticeship and Training, United States Department of Labor. The allowable ratio of Apprentices or Trainees to journeymen in any craft classification shall not be greater than the ratio permitted to Contractor as stated in the registered Apprenticeship program standards. Any employee listed on a payroll at an Apprentice or Trainee wage rate, who is not registered as above, shall be paid the wage rate provided in Contract for work employee actually performed. Contractor, Subcontractor, or Sub-subcontractor shall furnish to the City written evidence of registration of his program for Apprentices and Trainees as well as of the appropriate ratios and wage rates, for the area of construction **prior** to using any Apprentices or Trainees on this Contract.

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**3. WITHHOLDING OF PAYMENTS**

The City may withhold or cause to be withheld from Contractor as much of the accrued payments as necessary to pay laborers and mechanics employed by Contractor, Subcontractors, or Sub-subcontractors the amount of wages required to comply with the Contract. In the event of nonpayment of wages to laborers or mechanics working on the site of the work of this Contract, the City may, after written notice to Contractor, take such action as may be necessary to cause suspension of any further payments or advance of funds to Contractor until such violations have ceased and until restitution has been made. Payments may also be withheld if Contractor fails to maintain weekly payroll reports or fails to provide copies in a timely manner upon request of the City.

**4. PAYROLLS**

**A. Contractor shall keep records showing:**

1. Name, address and occupation of each worker employed by the Contractor or Subcontractor(s) in the construction of the public work.
2. Actual per diem wages paid to each worker.
3. Employee Certification. Contractor and all levels of Subcontractors, shall identify in writing, the classification agreed to by all laborers and mechanics employed by them in the execution of the Contract, and pay not less than rates specified in the attached Building Construction and Heavy and Highway Wage Rate Schedule(s). Contractor shall prepare a completed form for the signature of Employee and a witness shall sign the form in the presence of Employee. If work performed by worker is different than the trade classification agreed upon, the worker shall be paid for that work no less than the minimum prevailing wage for that specified trade.
4. Payroll Deduction Authorization Form. Contractor, Subcontractor, and Sub-subcontractor shall prepare for employee signature a payroll deduction authorization form to identify all payroll deductions excluding those required by statute, such as federal income taxes, Medicare and social security.

B. The record shall be open at all reasonable hours to inspection by the officers and agents of the City as requested. Contractor will be responsible to provide copies of records as requested by the City within two (2) working days. Payrolls relating to this work shall be maintained during term of Contract and preserved for a period of three (3) years thereafter by Contractor for all laborers and mechanics working on the work.

**C. Statement of Compliance**

A Statement of Compliance, a letter signed and dated by party responsible for supervising the payment of persons employed by Contractor or subcontractor shall accompany payrolls required by the City. The Statement of Compliance letter shall identify but is not limited to:

1. Name of signatory party and title.
2. Name of Contract, payroll period.
3. Name of Contractor or Subcontractor.

The signed letter attests that the payroll complies with 29CFR issued by the Secretary of Labor.

**D. Federal Funding**

In the event that federal funding is used:

1. Contractor and all levels of Subcontractors shall submit weekly certified payroll reports and signed wage compliance statements to the City's designated office no later than seven (7) calendar days after the scheduled payday.

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2. Contractors and all levels of Subcontractors shall pay all “mechanics and laborers” not less often than once per week, for work performed the previous week.
3. Submit to the City’s designated office [Standard Form 1413](#), Statement and Acknowledgement, from each Subcontractor prior to the Subcontractor performing work on the Contract.

**5. COMPLAINTS AND PENALTIES**

A public body awarding a contract, and an agent or officer of the public body, shall, take cognizance of complaints of all violations of Chapter 2258 Texas Government Code Title 10 or applicable Federal Statutes committed in the execution of the Contract; and withhold money forfeited or required to be withheld under this chapter from the payments to the Contractor under the Contract. A Contractor or Subcontractor(s) who violates this section shall pay to the political subdivision on whose behalf the Contract is made, \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the Contract. A public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter. Confirmed disciplinary action taken by Contractor against employees who provide information during an interview or investigation by the City on wages received, may result in suspension or debarment from consideration of award of City contracts.

**6. AREA PRACTICE**

- A. Heavy and Highway Construction Rates shall be used on this Contract, unless the Contract consists primarily of Building Construction and Building Construction Rates are to be used.
  1. Building Construction consists generally of all aspects of construction of buildings, which are sheltered enclosures with walk-in access for the purpose of housing persons, machinery, equipment or supplies, including without limitation the installation of utilities and equipment, both above and below grade level, as well as incidental demolition, grading, utilities, paving and other site work. Buildings need not be “habitable” to be classified as Building Construction and the installation of heavy machinery and/or equipment will not generally change a Building Construction project’s classification.
  2. The determination of Building Construction wage rates includes all construction trades and work necessary to complete a building, regardless of the number of contracts involved, so long as all such contracts are closely related in purpose, time and place.
- B. For contracts that involve both Building Construction and Heavy and Highway trades, the following classifications shall be used:
  1. A multiple classification shall be used if Building Construction items are more than 20% of the Heavy and Highway Contract cost.
  2. A multiple classification shall be used if Heavy and Highway Construction items are more than 20% of the Building Construction Contract cost.
- C. Split classifications/multiple wage rate schedules: When construction work requires that an employee perform work under multiple classifications or multiple wage scales, the employer must pay that worker (at least) the highest prevailing wage or the employer payroll records must accurately set forth the times spent performing the work of each classification and under each scale. For those contracts that involve both Building Construction and Heavy and Highway trades, the Heavy and Highway wage rates may only be applied to workers when engaged in site work at least five (5) feet beyond the building.

**7. TEXAS OPEN RECORDS ACT**

Unless covered by an exception to mandatory disclosure under the Texas Public Information Act, Texas Government Code Chapter 552, any and all documents submitted to the City become public records and are, therefore, subject to public disclosure.

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PREVAILING WAGE RATES AND PAYROLL REPORTING**

**Wage Rates For This Contract Are Attached**

**End**

**Bidding Requirements, Contract Forms Conditions of the Contract**  
**WAGE RATES AND PAYROLL REPORTING**  
 Section 00830BC

**WAGE RATE DETERMINATION**

**BUILDING CONSTRUCTION TYPE**

COUNTY NAME : TRAVIS

Wages based on DOL Prevailing Wage Rate General Decision:TX160323 3/18/2016 TX323 and City of Austin Ordinance #20160324-015

*DOL Rate column is for information only. The Total Minimum Wage Rate is derived from the Adjusted Wage Rate Required pursuant to City Ordinance plus the DOL Fringes and can be met using any combination of cash and non-cash qualified fringe benefits, provided the cash component is at least \$13.03/hour.*

CLASSIFICATION	DOL RATE for info only	ADJUSTED WAGE RATE REQUIRED pursuant to City Ordinance	DOL FRINGES	TOTAL MINIMUM WAGE RATE REQUIRED
Asbestos Worker/Heat & Frost Insulator (Duct, Pipe, and Mechanical System Insulation)	\$ 21.17	\$ 21.17	\$ 8.77	\$ 29.94
Boilermaker	\$ 23.14	\$ 23.14	\$ 21.55	\$ 44.69
Bricklayer	\$ 20.07	\$ 20.07	\$ -	\$ 20.07
Carpenter	\$ 20.75	\$ 20.75	\$ 7.30	\$ 28.05
Carpenter (Acoustical Ceiling Installation only)	\$ 14.00	\$ 14.00	\$ -	\$ 14.00
Carpenter (Form Work Only)	\$ 15.62	\$ 15.62	\$ 0.05	\$ 15.67
Cement Mason/Concrete Finisher	\$ 15.71	\$ 15.71	\$ -	\$ 15.71
Drywall Finisher/Taper	\$ 17.06	\$ 17.06	\$ 4.43	\$ 21.49
Drywall Hanger and Metal Stud Installer	\$ 17.47	\$ 17.47	\$ 3.45	\$ 20.92
Electrical Installer (Sound and Communication Systems, Excluding Wiring)	\$ 18.00	\$ 18.00	\$ 2.30	\$ 20.30
Electrician (Excludes Installation of Sound and Communication Systems)	\$ 27.15	\$ 27.15	\$ 7.88	\$ 35.03
Elevator Mechanic <5 years experience	\$ 37.76	\$ 37.76	\$ 32.25	\$ 70.01
Elevator Mechanic >5 years experience	\$ 37.76	\$ 37.76	\$ 33.01	\$ 70.77
Floor Layer (Carpet)	\$ 21.88	\$ 21.88	\$ -	\$ 21.88
Glazier	\$ 12.83	\$ 13.03	\$ -	\$ 13.03
HVAC Mechanic (HVAC Unit Installation Only)	\$ 23.78	\$ 23.78	\$ 6.89	\$ 30.67
Ironworker, Ornamental	\$ 23.02	\$ 23.02	\$ 6.35	\$ 29.37
Ironworker, Reinforcing	\$ 12.27	\$ 13.03	\$ -	\$ 13.03
Ironworker, Structural	\$ 20.73	\$ 20.73	\$ 5.24	\$ 25.97
*Lead Paint or Asbestos Abatement Worker	*	\$ 13.03	\$ -	\$ 13.03
Laborer, Common or General	\$ 11.44	\$ 13.03	\$ -	\$ 13.03
Laborer, Mason Tender - Brick	\$ 12.22	\$ 13.03	\$ -	\$ 13.03
Laborer, Mason Tender - Cement/Concrete	\$ 11.85	\$ 13.03	\$ -	\$ 13.03
Laborer, Pipelayer	\$ 12.45	\$ 13.03	\$ -	\$ 13.03
Laborer, Roof Tearoff	\$ 11.28	\$ 13.03	\$ -	\$ 13.03

Operator, Backhoe/Excavator/Trackhoe	\$ 19.43	\$ 19.43	\$ 3.49	\$ 22.92
Operator, Bobcat/Skid Steer/Skid Loader	\$ 13.00	\$ 13.03	\$ -	\$ 13.03
Operator, Bulldozer	\$ 14.00	\$ 14.00	\$ -	\$ 14.00
Operator, Crane	\$ 34.85	\$ 34.85	\$ 9.85	\$ 44.70
Operator, Drill	\$ 14.50	\$ 14.50	\$ -	\$ 14.50
Operator, Forklift	\$ 16.64	\$ 16.64	\$ 6.26	\$ 22.90
Operator, Grader/Blade	\$ 19.30	\$ 19.30	\$ -	\$ 19.30
Operator, Loader	\$ 14.00	\$ 14.00	\$ -	\$ 14.00
Operator, Mechanic	\$ 18.75	\$ 18.75	\$ 5.12	\$ 23.87
Operator, Paver (Asphalt, Aggregate, and Concrete)	\$ 16.03	\$ 16.03	\$ -	\$ 16.03
Operator, Roller	\$ 11.25	\$ 13.03	\$ -	\$ 13.03
Painter (Brush, Roller, and Spray, Excludes Drywall Finishing/Taping)	\$ 18.76	\$ 18.76	\$ 6.35	\$ 25.11
Pipefitter (Including HVAC Pipe Installation)	\$ 28.00	\$ 28.00	\$ 11.41	\$ 39.41
Plumber, Excludes HVAC Pipe Installation	\$ 23.57	\$ 23.57	\$ 6.37	\$ 29.94
Roofer	\$ 12.00	\$ 13.03	\$ -	\$ 13.03
*Roofer, Metal	\$ 14.05	\$ 14.05	\$ -	\$ 14.05
Sheet Metal Worker (Including HVAC Duct Installation)	\$ 24.38	\$ 24.38	\$ 13.74	\$ 38.12
Sprinkler Fitter (Fire Sprinklers)	\$ 27.43	\$ 27.43	\$ 22.52	\$ 49.95
Tile Finisher	\$ 11.32	\$ 13.03	\$ -	\$ 13.03
Tile Setter	\$ 16.35	\$ 16.35	\$ -	\$ 16.35
Truck Driver, Dump Truck	\$ 12.39	\$ 13.03	\$ 1.18	\$ 14.21
Truck Driver, Flatbed Truck	\$ 19.65	\$ 19.65	\$ 8.57	\$ 28.22
Truck Driver, Semi-Trailer Truck	\$ 12.50	\$ 13.03	\$ -	\$ 13.03
Truck Driver, Water Truck	\$ 12.00	\$ 13.03	\$ 4.11	\$ 17.14
Waterproofers	\$ 16.30	\$ 16.30	\$ 0.06	\$ 16.36

<http://www.wdol.gov/wdol/scafiles/davisbacon/tx.html>

See below for Additional Wage Information.

Note: \*Lead Paint & Asbestos Abatement and Roofer, Metal Classifications have been added to this Prevailing Wage Rate Determination pursuant to a City of Austin Prevailing Wage Survey (trades absent from DOL).

The Wage Compliance information detailed below was excerpted from DOL General Decision TX160323 or other sources.

### 1. Additional Trade information:

Electricians\*\* - Including low voltage wiring for computers, fire/smoke alarms.  
Elevator Mechanics\*\*\* - also must be paid for 7 holidays - New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Veterans Day.  
Welders - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added upon the advance approval of City of Austin Contract Administration. CONTRACTOR shall submit to City of Austin Contract Administration for review the classification, a bona fide definition of work to be performed and a proposed wage with sample payrolls conforming to area practice **prior** to the start of the job for that type of work.

### 2. Wages

The Total Wage may be met by any combination of cash wages and credible "bona fide" fringe benefits paid for by the employer. Overtime wages must be calculated using the Adjusted Wage Rate specified in the Wage Rate Determination or the actual basic rate of pay, whichever is higher.

City of Austin Ordinance No. 20160324-015 requires that construction workers are paid a Minimum Wage of at least \$13.03/hour. The cash portion of their compensation must meet or exceed this amount.

### 3. Crediting fringe benefit contributions to meet DBA/DBRA and City of Austin requirements:

The Davis-Bacon Act (and 29 CFR 5.23), list fringe benefits to be considered. Examples are:

- > Life Insurance
- > Health Insurance
- > Pension
- > Vacation
- > Holidays
- > Sick Leave

Note: The use of a truck is not a fringe benefit; a Thanksgiving turkey or Christmas bonus is not a fringe benefit. No credit may be taken for any benefit required by federal, state, or local law such as: workers compensation, unemployment compensation; or social security contributions.

Contributions to fringe benefit plans must be made regularly, e.g. daily, weekly, etc. They must be more frequent than quarterly. (see 29 CFR 5.5 (a)(1)(I)) A periodic bonus may not be counted as a fringe benefit.

#### 4. Annualization of Benefit Costs

If a firm provides an electrician with \$200 per month medical insurance, to calculate allowable fringe benefit credit contributions per hour, the formula ( [\$200 x 12 months] divided by 2080 hours = \$1.15 per hour ) should be used.

#### 5. Proper Designation of Trade

A work classification on the wage decision for each worker must be made based on the actual type of work he/she performed and each worker must be paid no less than the wage rate on the wage decision for that classification **regardless** of his or her level of skill.

#### 6. Split Classification

If a firm has employees that perform work in more than one classification, it can pay the wage rates specified for each classification ONLY if it maintains accurate time records showing the amount of time spent in each classification. If accurate time records are not maintained, these employees must be paid the highest wage rate of all the classifications of work performed by each worker. Accurate time records tracking how many hours a worker performed the work of one trade and then switched to another trade must be accounted for on a daily basis and reflected on Employer Certified Payroll accordingly.

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.  
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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.  
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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial

contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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**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 903**

**AFFIDAVIT OF COMPLAINT**

**I HEREBY AFFIRM** that I, [name] \_\_\_\_\_, am the [title] \_\_\_\_\_, and the duly authorized representative of [name of business] \_\_\_\_\_. I am over 18 years of age, of sound mind, capable of making this affidavit, personally acquainted with the facts stated in it, and I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

**I ACKNOWLEDGE** that, in accordance with the Fair and Accurate Credit Transactions Act (FACTA), the City of Austin is required to ensure that the activities of service providers who provide services related to covered accounts under FACTA are conducted in accordance with reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identify theft.

**I FURTHER AFFIRM** that the aforementioned entity maintains its own identity theft prevention program, consistent with the guidance of the red flag rules in FACTA, and validated by appropriate due diligence.

Signed this the \_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Signature of Affidavit

**BEFORE ME**, the undersigned authority, personally appeared \_\_\_\_\_, who being by duly sworn, stated that the contents of this affidavit are true and correct.

**SWORN TO AND SUBSCRIBED** before me on the \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My commission expires: \_\_\_\_\_