



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

SOLICITATION NO: GAL0025

COMMODITY/SERVICE DESCRIPTION: SCADA Consulting Services

DATE ISSUED: JULY 11, 2016

REQUISITION NO.: RQM-1100-16062000526

PRE-PROPOSAL CONFERENCE TIME AND DATE: JULY 18, 2016 AT 1:00PM (CDT)

COMMODITY CODE: 91842

LOCATION: TOWN LAKE CENTER, RM. 100,
 721 BARTON SPRINGS RD., AUSTIN, TX 78704
 OR

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

CALL (877) 402-9753, ACCESS CODE 2182020

Gage Loots
 Corporate Purchasing Manager

PROPOSAL DUE PRIOR TO: AUGUST 18, 2016 AT 2:00PM (CDT)

Phone: (512) 322-6251
E-Mail: gage.loots@austinenergy.com

PROPOSAL CLOSING TIME AND DATE: AUGUST 18, 2016 AT 2:00PM (CDT)

COMPLIANCE PLAN DUE PRIOR TO: AUGUST 18, 2016 AT 2:00PM (CDT)

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

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

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 # GAL0025	Purchasing Office-Response Enclosed for Solicitation # GAL0025
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

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

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

SUBMIT 1 ORIGINAL AND 1 EXACT ELECTRONIC COPY (FLASH/CD) OF YOUR RESPONSE (INCLUDING COMPLIANCE PLAN)

*****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	11
0500	SCOPE OF WORK	18
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	9
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0815	LIVING WAGES CONTRACTOR CERTIFICATION-Complete and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE – Must be completed and returned	37
0903	FACTA AFFIDAVIT	1

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

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

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

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

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: _____

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

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

Section 0815: Living Wages Contractor Certification

Company Name _____

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$13.03 per hour.

The below listed employees of the Contractor who are directly assigned to this contract are compensated at wage rates equal to or greater than \$13.03 per hour.

Employee Name	Employee Job Title

USE ADDITIONAL PAGES AS NECESSARY

- (1) All future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$13.03 per hour.
- (2) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each affected employee the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision or fraudulent statements made on this certification may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment, or result in legal action.

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: _____

AFFIDAVIT OF COMPLIANCE

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 the City 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 identity theft.

I FURTHER AFFIRM that the aforementioned entity has in place reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft.

Signed this the ____ day of _____, 20__.

Signature of Affiant

BEFORE ME, the undersigned authority, personally appeared _____, who being by me 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: _____

CITY OF AUSTIN



CITY CODE CHAPTER 2-9C MBE/WBE PROCUREMENT PROGRAM NON-PROFESSIONAL SERVICES



Project Name:

Project/Solicitation Number:

Date:



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MBE/WBE GOALS

Annual/Project Participation Goals:			Annual/Project Participation Subgoals:	
MBE	%		African American	%
	_____			_____
WBE	%	OR	Hispanic	%
	_____			_____
			Asian/Native American	/ %

			WBE	%

OVERVIEW

This document should be read in conjunction with the City of Austin’s Minority-owned and Women-owned Business Enterprise Procurement Program Ordinance for Professional Services (Chapter 2-9C of the Austin City Code) and the Small and Minority Business Resources Department (SMBR) Rules. The definitions contained in Chapter 2-9C apply to this document. The City Code and Rules are amended from time to time and the Bidder is responsible for ensuring they have the most up to date version. The City Code and Rules are incorporated into this document by reference. Copies of Chapter 2-9C and SMBR Rules may be obtained online at <http://www.austintexas.gov/department/small-and-minority-business/about> or from SMBR, 4201 Ed Bluestein, Austin, Texas 78721 (512) 974-7600.

Firms or individuals submitting responses to this Request for Bid agree to abide by the City’s Minority-owned and Women-owned Business Enterprise (MBE/WBE) Procurement Program and Rules. The City’s MBE/WBE Program is intended (1) to promote and encourage MBEs and WBEs to participate in business opportunities with the City of Austin; (2) to afford MBEs and WBEs an equal opportunity to compete for work on City contracts; and (3) to encourage contractors to provide subcontracting opportunities to certified MBEs and WBEs by soliciting such Firm for subcontracting opportunities. The City of Austin and its contractors shall not discriminate on the basis of race, color, national origin, disability, or gender in the award and performance of contracts.

The City encourages Bidders to achieve the MBE/WBE participation goals and subgoals for this contract. However, Bidders may comply with the City Code and Rules without achieving the participation goals so long as they make and document Good Faith Efforts that would allow MBE and WBE participation per Section 2-9C-21 of the City Code and Section 9.1 of the Rules. Bidders that do not meet the project’s goals and subgoals are subject to Good Faith Efforts review.

Prior to the due date and time specified in the City’s solicitation documents, all Bidders (including those Firms certified as MBE/WBEs) shall submit: (1) an *MBE/WBE Compliance Plan* (Appendix A); and (2) if it is anticipated the project goals will not be met, all appropriate documentation to demonstrate Good Faith Efforts to meet the project goals. Any questions regarding preparation of the *Compliance Plan* should be directed to SMBR at SMBRComplianceDocuments@austintexas.gov. Such contact will not be a violation of the Anti-Lobbying Ordinance.

The City has implemented Anti-Lobbying Ordinance (Chapter 2-7 of the Austin City Code). Under Chapter 2-7, there is a “no-contact” period from the date the City issues a solicitation until the contract is executed. During the

“no-contact” period, a person responding to a City solicitation can speak only to the contract’s authorized contact person regarding their solicitation response. Chapter 2-7 allows certain exceptions; for instance, a person responding to a City solicitation may speak to SMBR regarding this *Compliance Plan*. See the full language of the City Code or solicitation documents for further details.

If the *Compliance Plan* and Good Faith Efforts documentation are not submitted prior to the due date specified in the solicitation documents, the bid will be deemed non-responsive and not be accepted for consideration.

COMPLIANCE PLAN INSTRUCTIONS

(See Appendix A)

SMBR may request written clarification of items listed on the *Compliance Plan*. However, there will be no further opportunity for the Bidder to augment the MBE/WBE participation originally listed in the *Compliance Plan* or to demonstrate Good Faith Efforts that were not made prior to the submission of the *Compliance Plan*. Changes to the *Compliance Plan* are permitted only after contract execution and only with prior written approval of SMBR.

Please type or clearly print all information, use “none” or “N/A” where appropriate, and sign and date the *Compliance Plan* as indicated. ***Compliance Plans* not complying with the *Compliance Plan Instructions* shall be rejected as non-responsive. Submissions not utilizing the forms provided with the solicitation may render the submission nonresponsive or noncompliant.**

Section I Project Identification and Goals

This section includes the pre-printed Project Name, Project/Solicitation Number, and goals and/or subgoals. The Bidder does not need to fill in any information under Section I.

Section II Bidder Information

The Bidder should complete this section with its information and sign in the space provided. The portion of Section II marked as “Reserved for City of Austin SMBR Only” should be left blank.

Section III *Compliance Plan* Summary

This section is a summary of subcontractor participation in this Bid. Bidder should complete Sections IV-VII, described below, before attempting to complete Section III. After completing Sections IV-VII, calculate the percentage of MBE/WBE participation for each goal and enter the information in the blanks provided. Because Section III is a summary, if there are any inconsistencies between Sections IV-VII and Section III, the calculations contained in Sections IV-VII will prevail. If the Bidder indicates that they do not anticipate meeting the goals with certified MBE/WBE firms, then the Bidder shall submit documentation detailing their Good Faith Efforts to meet the established MBE/WBE goals. The Compliance Plan will be reviewed and approved by the Small and Minority Business Resources Department.

Section IV Disclosure of MBE and WBE Participation

Please list all certified MBE/WBEs subcontractors using the legal name under which they are registered to do business with the City of Austin and the value of the work they will be performing themselves except for subcontractor(s) that will be performing the trucking or hauling scope of work (see Section VII below). Do not include the value of work that the MBE/WBE’s subcontractors will be subcontracting to second-level subcontractors. By listing certified MBE and WBE Firms on the Compliance Plan, the Bidder indicates that both parties acknowledge the price and scope of work and that they are prepared to contract for that price and scope if the City awards the project to the Bidder. Unit price subcontracts are acceptable if appropriate to the type of work being performed. A Letter of Intent (LOI) does not replace a binding contract between a prime contractor and a subcontractor.

Before completing Section IV of the Compliance Plan, please read the following instructions regarding how to count MBE/WBE participation:

(A) Only the value of the work actually performed by the MBE/WBE shall be counted toward the goals. This includes:

- (1) work performed by the MBE/WBE's own forces;
- (2) the cost of supplies, materials, or equipment purchased, leased, or otherwise obtained by the MBE/WBE for the work of the contract (except that supplies, materials, and equipment purchased or leased from the prime contractor or its affiliate may not be counted toward the goal); and
- (3) fees or commissions charged by an MBE/WBE for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a contract, provided the fee is reasonable and not excessive as compared with fees customarily allowed for similar services.

(B) When a Bidder purchases supplies, materials, or equipment from an MBE/WBE, the cost of those supplies, materials, or equipment shall be counted toward the goals as follows:

- (1) If the supplies, materials, or equipment are obtained from an MBE/WBE that is a Manufacturer or Regular Dealer, 100 percent of the payment for the supplies, materials, or equipment shall be counted toward the goals.
- (2) If the supplies, materials, or equipment are obtained from an MBE/WBE that is neither a Manufacturer nor a Regular Dealer, the cost of the materials and supplies themselves shall not be counted toward the goals. However, fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, may be counted toward the goals if the payment of such fees is a customary industry practice and such fees are reasonable and not excessive as compared with fees customarily allowed for similar services.

(C) When an MBE/WBE subcontractor listed on the Compliance Plan subcontracts part of the work of its contract to another Firm, the value of that second-level subcontracted work may not be counted toward the goals based on the initial subcontractor's MBE/WBE certification. Please see Section VI for an explanation of how to count the value of second-level subcontractors' work.

(D) A Firm owned by a minority woman may be certified as both an MBE and a WBE (dual certified). On a single contract, the value of the work performed by a dual certified subcontractor may not be counted toward both the MBE and the WBE goals. The Bidder must decide whether to designate the dual certified subcontractor as an MBE or a WBE in the Compliance Plan for the purpose of meeting the goals set for that contract. That designation may not be changed for the duration of the contract.

(E) When an MBE/WBE performs as a participant in a certified Joint Venture, only the portion of the contract value that is the result of the distinct, clearly defined portion of the work that the MBE/WBE performs with its own forces and for which it is at risk shall be counted towards the project goals. For more specific information regarding requirements and evaluations of certified MBE/WBE Joint Ventures, please see the City's MBE/WBE Procurement Program Rules or contact SMBR's Certification Division.

(F) Only expenditures to an MBE/WBE contractor that is performing a Commercially Useful Function shall be counted toward the project goals. If SMBR makes an initial determination that an MBE/WBE is not performing a Commercially Useful Function given the type of work involved and normal industry practices, the MBE/WBE may present evidence to rebut this presumption.

(G) To be counted toward project goals, MBE/WBEs must be certified by SMBR prior to the due date to submit the Compliance Plan as specified in the City's solicitation documents. A Firm that is certified as an MBE/WBE at the time that the Compliance Plan is filed may cease to be a certified Firm before the contract is

completed. Only the value of the work performed by such a Firm while it is certified may be counted toward the project goals.

Section V Disclosure of Non-Certified Subcontractors

Please list all known non-certified subcontractors, using the legal name under which they are registered to do business with the City of Austin, to be used in the performance of this contract. If Bidder will not use any non-certified Firms, please write “N/A” in the first box on this page.

The scopes of work indicated in Section V will be considered subcontracting opportunities for MBEs and WBEs, unless it is demonstrated that certified MBEs or WBEs are unavailable or do not possess the requirements in the technical portion of the solicitation to perform the work involved. If Bidder did not meet the project goals, Bidder must explain in the space provided why MBEs/WBEs were not used as subcontractors and ***submit documentation for the stated reason if applicable***. If Bidder did meet the project goals, please indicate “Goals Met” in the space provided.

Section VI Disclosure of Second-Level Subcontractors

Please complete this section if Bidders knows that one or more of Bidder’s subcontractors will subcontract part of the work of their contracts to second-level subcontractors. In the last line of each entry box, please write the name of the first-level subcontractor that will be subcontracting work to the second-level subcontractor. Identify second-level subcontractors by the legal name under which they will be registered to do business with the City. The first-level subcontractor should be listed in Section IV or Section V. If Bidder is not aware of any second-level subcontractors, please write “N/A” in the first box on this page.

As discussed in Section IV above, when an MBE/WBE subcontractor subcontracts part of the work of its contract to another Firm, the value of that second-level subcontractor work may not be counted toward the goals based on the initial subcontractor’s MBE/WBE certification. The value of the second-level subcontractor work may be counted toward the project goals only based on the second-level subcontractor’s own MBE/WBE certification, if any. Work that an MBE/WBE subcontracts to a non-certified firm does not count toward the goals. Work that an MBE/WBE subcontractor contracts to another certified firm shall not be counted twice towards the goal.

Section VII Disclosure of Primary and Alternate Trucking Subcontractors

Please complete this section if the project includes trucking or hauling services as a scope of work. Each time this scope of work is required on the project, Bidder must contact the Firm listed as the primary trucking subcontractor in this section. If the primary trucking subcontractor is not available or cannot perform the entirety of the work at the time required, Bidder may contact the alternate trucking subcontractors in the order that Bidder lists them in this section. Identify primary and alternate trucking subcontractors by the legal name under which they will be registered to do business with the City. Bidder must contact the primary trucking subcontractor at least 24 hours before the work is to be performed. Bidder will not need to submit a Request for Change to use the alternate trucking subcontractors if Bidder contacted the primary trucking subcontractor first and then proceeded to contact the alternates in the order Bidder listed them on this section.

For purposes of meeting the project goals or subgoals at the *Compliance Plan* stage, the entire value of this scope of work shall be assigned to the primary trucking subcontractor. At contract closeout, MBE/WBE participation will be counted based on the actual usage of the primary and alternate trucking subcontractors.

Section VIII MBE/WBE Compliance Plan Check Sheet

Please complete the MBE/WBE *Compliance Plan* Check Sheet with the information requested.

GOOD FAITH EFFORTS INSTRUCTIONS **(See Appendices B and D)**

The Bidder has a responsibility to make a portion of the work available to MBE/WBE subcontractors so as to facilitate meeting the goals or subgoals. If the Bidder cannot achieve the goals or subgoals, documentation of the Bidder's Good Faith Efforts to achieve the goals or subgoals must be submitted at the same time as the *Compliance Plan*. The SMBR Director will review the documentation provided and determine if the Bidder made sufficient Good Faith Efforts. That there may be some additional costs involved in soliciting and using MBEs and WBEs is not a sufficient reason for a Bidder's failure to meet the goals and subgoals, as long as such costs are reasonable. However, a Bidder is not required to accept a higher quote from a subcontractor in order to meet a goal or subgoal.

Contacting Potential MBE/WBE Subcontractors

The City has determined the scopes of work for this project and provided an Availability List of all the MBE and WBE firms certified to perform those scopes. The Availability List is found at Appendix D and has two sections: *Vendors Within the Significant Local Business Presence (SLBP) Area* and *Vendors Outside the Significant Local Business Presence (SLBP) Area*. As part of Good Faith Efforts, Bidders **must** contact **all** firms listed in the *Vendors Within the SLBP Area* section. Please note that every firm on the Availability List – outside the SLBP – is City-certified as an MBE or WBE for purposes of meeting the project goals, and Bidders are encouraged to contact all the firms. If a Bidder identifies an additional scope of work for this project not identified in the solicitation, the Bidder must request from SMBR an Availability List for that scope of work and contact all firms, if any, on such list. The SMBR Director determines whether the Bidder has made sufficient Good Faith Efforts if goals or subgoals are not met.

The City neither warrants the capacity or availability of any Firm, nor does the City guarantee the performance of any Firm indicated on the availability list.

The availability list is sorted in numerical sequence by National Institute of Governmental Purchasing (NIGP) Commodity Code. It includes all certified MBE/WBE vendors for the scopes of work identified by the City as being potentially applicable to this project. However, the availability list is not a comprehensive identification of all areas of potential subcontracting opportunities. If a Bidder identifies one or more work areas that are appropriate subcontracting opportunities that not included on the availability list, the Bidder shall contact SMBR to request the availability list for MBE and WBE Firms in those areas. Requests for supplemental availability lists will be evaluated as a part of the Bidder's Good Faith Efforts to meet the goals.

If the Bidder believes any of the work areas on the availability list are not applicable to the project's scope of work or if the Bidder believes that the lists are inaccurate, the Bidder shall notify the authorized contact person of the concern immediately and prior to submission of the response to the solicitation. All Bidders will be notified in writing of any inaccuracy by addendum to the solicitation. Concerns about a particular MBEs/WBE's certification status may be addressed to SMBR at SMBRComplianceDocuments@austintexas.gov. If the Bidder wants to use a certified subcontractor that does not appear on this list, Bidder may either request the certified subcontractor to furnish proof of certification and the specific work areas for which it has been certified or request such information from SMBR.

Appendix B shows the format for collecting required information from the subcontractors on the *Vendors Within SLBP Area* availability list. The information must be obtained at least seven (7) business days prior to the submission of the *Compliance Plan*; alternate formats may be acceptable as long as they gather the same required information. Attached to the Subcontractor Vendor List at Appendix D is a list containing the names and addresses of all these MBE/WBE Firms in alphabetical order. This list is in label format and is designed to facilitate the printing of mailing labels.

The following codes are used on the availability lists:

G	Gender code	LOC	A firm's two-digit location code (e.g., SL or TX)
F	Female	AU	Austin
M	Male	SL	Significant Local Business Presence (SLBP)
		TX	Outside SLBP
MBE	A firm certified as a Minority-owned Business Enterprise	WBE	A firm certified as a Woman-owned Business Enterprise
MWB	A firm certified as both a Minority-owned & Woman-owned Business Enterprise	WMB	A firm certified as both a Woman-owned & Minority-owned Business Enterprise
MWDB	A firm certified as a Minority-owned, Woman-owned, and Disadvantaged Business Enterprise	WMDB	A firm certified as a Woman-owned, Minority-owned, and Disadvantaged Business Enterprise

Good Faith Efforts Review

If goals are not met, SMBR will examine the *Compliance Plan* and the Good Faith Efforts documentation submitted with the *Compliance Plan* to ensure that the Bidder made Good Faith Efforts to meet the project goals or subgoals. In determining whether the Bidder has made Good Faith Efforts, SMBR will consider, at a minimum, the Bidder's efforts to do the following:

- (A) Solicit certified MBE/WBE subcontractors with a Significant Local Business Presence (SLBP) and request a response from those interested subcontractors who believe they have the capability to perform the work of the contract through at least two reasonable, available, and verifiable means. The Bidder must solicit this interest more than seven (7) business days prior to submission of the Compliance Plan to allow sufficient time for the MBEs or WBEs to respond. (The date bids/proposals are due to the City should not be included in the seven day solicitation criteria.) The Bidder must state a specific and verifiable reason for not contacting each certified Firm with a significant local business presence.
- (B) Provide interested MBEs/WBEs with adequate information about the plans, specifications, and requirements of the contract, including addenda, in a timely manner, to assist them in responding and submitting a proposal.
- (C) Negotiate in good faith with interested MBEs/WBEs that have submitted bids/proposals to the Bidder. An MBE/WBE that has submitted a bid to a Bidder but has not been contacted within five (5) business days of submission of the bid may contact SMBR to request a meeting with the Bidder. Evidence of good faith negotiation includes the names, addresses, and telephone numbers of MBEs/WBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subconsulting; and evidence as to why additional agreements could not be reached for MBEs/WBEs to perform the work. Bid shopping is prohibited.
- (D) Select portions of the work to be performed by MBEs/WBEs in order to increase the likelihood that the MBE/WBE goals or subgoals will be met. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE/WBE participation, even when the Bidder might otherwise prefer to perform these work items with its own forces.

- (E) Publish solicitation notice in a local publication (i.e. newspaper, trade association publication, or via electronic/social media).
- (F) Use the services of available community organizations; minority persons/women consultants' or groups in the applicable field for the type of work described in this solicitation; local, state, and federal minority persons/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of MBEs/WBEs.
- (G) Seek guidance from SMBR on any questions regarding compliance with this section.

The following factors may also be considered by SMBR in determining compliance through good faith efforts; however, they are not intended to be a mandatory checklist, nor are they intended to be exclusive or exhaustive:

- (A) Whether the Bidder made efforts to assist interested MBEs/WBEs in obtaining bonding, lines of credit, or insurance as required by the City or consultant.
- (B) Whether the Bidder made efforts to assist interested MBEs/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

In assessing minimum good faith efforts, SMBR may consider whether the Bidder sought assistance from SMBR on any questions related to compliance with this section. In addition, SMBR may also consider the performance of other Bidders successfully meeting the goals.

The ability or desire of a Bidder to perform the work of a contract with its own organization does not relieve the Bidder of the responsibility to make Good Faith Efforts.

Bidders may reject MBE/WBEs as unqualified only following thorough investigation of their capabilities. The MBE/WBE's membership or lack of membership in specific groups, organizations, or associations, and political or social affiliations (for example union or non-union employee status), are not legitimate causes for the rejection or non-solicitation of bids/proposals in the Bidder's efforts to meet the project goals or subgoals.

At a minimum, the following should be submitted to support Good Faith Effort documentation (documentation is not limited to this list):

- Fax logs, emails, and/or copies of documents sent to firms within the SLBP area.
- Copies of written correspondence to certified firms (include names, addresses, and other identifying information).
- Phone logs with responses (*Phone contacts, alone, will not be sufficient.*).
- Lists and copies of letters sent by mail, hand delivered, or e-mailed.
- Breakdown of negotiations made with certified firms.
- Copies of advertisements with local newspapers, trade associations, Chambers of Commerce and/or any other public media.
- Other communications regarding contacts with trade associations and Chambers of Commerce.

The following additional Good Faith Efforts factors may also be considered

- Copies of emails or phone logs regarding assistance in bonding, lines of credit, or insurance (as required by City or Consultant).
- Copies of emails or phone logs regarding assistance in obtaining equipment, supplies, materials, or services.
- Copies of all proposals received in response to Bidder contacting other Firms.

POST-AWARD INSTRUCTIONS

Letter of Intent

The Low Bidder according to the Certified Bid Tab is required to submit a signed and notarized Letter of Intent (LOI) from each subcontractor, supplier, or manufacturer that is identified in the *Compliance Plan* within three (3) business days after receipt of a written request by the City. LOIs are to be signed by both parties, and each signature is to be notarized. The LOIs must be in the format shown on the sample at Appendix C and must contain all information included in the sample. LOIs are required for all levels of subcontracting, and a separate LOI for each subcontractor, supplier, or manufacturer is required. **The amount and scope of work indicated on each LOI shall be the actual amount indicated on the *Compliance Plan* submitted with the bid and approved by the City.**

Changes to the *Compliance Plan* including additions, deletions, contract changes, or substitutions of subcontractors are permitted only after contract execution and only with prior written approval of SMBR. Request for changes to the *Compliance Plan* must be submitted on the *Request for Change of Compliance Plan Form* for all levels of subcontracting and must be approved by the SMBR Director prior to adding, deleting, changing or substituting any subcontractor.

Post-Award Monitoring

The City will monitor post-award compliance information regarding the use of certified MBE/WBE Firm(s) listed on the *Compliance Plan*. The Bidder will be required to submit post award reports detailing the utilization of all subcontractors. The reports and other information regarding post-award compliance will be discussed with the successful Bidder. The following information on Payment Verification, Change Order/Contract Amendments, and Progressive Sanctions provides an overview of some of the post-award monitoring process.

▪ Payment Verification

Bidders are advised that the contract resulting from this solicitation includes a subcontractor payments clause. This clause requires all subcontractors to be paid within ten (10) calendar days from the date that the Bidder has been paid by the City for invoices submitted by subcontractors.

The Bidder shall submit a *Subcontractor/Supplier Awards and Expenditures Report* to the project manager and/or contract administrator at the time specified by the managing department. The report shall be in the format required by the City and shall include all awards and payments to subcontractors for goods and services provided under the contract during the previous month. This report may be used by the City to verify utilization of and payment to MBEs and WBEs.

The Bidder and/or any subcontractor whose subcontracts are being counted toward the MBE/WBE requirements shall allow the City access to records relating to the contract, including but not limited to, subcontracts, payroll records, tax information, and accounting records, for the purpose of determining whether the MBEs/WBEs are performing the scheduled subcontract work.

In determining achievement of MBE/WBE goals, the participation of an MBE/WBE subcontractor shall not be counted until the amount being counted toward the goal has been paid.

▪ **Change Order/Contract Amendments**

The goals on this contract shall also apply to change orders that require work beyond the scope(s) of trades originally required to accomplish the project. The Bidder is required to make Good Faith Efforts to obtain MBE/WBE participation for additional scopes of work.

Change orders that do not alter the type of trades originally required to accomplish the project may be undertaken using the subcontractors already under contract to the Bidder. Project managers will have automatic SMBR approval to authorize any change order that **increases** the contract amount for an **existing** certified subcontractor and is **within** the existing scope being performed by that subcontractor.

▪ **Progressive Sanctions**

The successful Bidder's *Compliance Plan* will be incorporated into the resulting contract with the City and shall be considered part of the consultant's performance requirements. Progressive sanctions may be imposed for failure to comply with Chapter 2-9C of the City Code, including:

- Providing false or misleading information in Good Faith Efforts documentation, post award compliance, or other Program operations;
- Substituting Subcontractors without first receiving approval for such substitutions, which may include the addition of an unapproved Subcontractor and failure to use a Subcontractor listed in the approved *Compliance Plan*; and
- Failure to comply with the approved *Compliance Plan* without an approved Request for Change, an approved Change Order, or other approved change to the Contract.

Please refer to Section 2-9C-25 of the City Code and SMBR Rule 11.5 for additional information.

IFB – MBE/WBE COMPLIANCE PLAN

All sections (I-VII) must be completed and submitted prior to the due date in the solicitation documents

Section I — Project Identification and Goals

Project Name	
Solicitation Number	

Project Goals or Subgoals	
MBE	%
African American	%
Hispanic	%
Asian/Native American	%
WBE	%

Section II — Bidder Company Information

Name of Company	
Vendor Code	
Address	
City, State Zip	
Phone	
Fax & E-Mail	
Name of Contact Person	
Is your company registered on Vendor Connection?	Yes <input type="checkbox"/> No <input type="checkbox"/> <i>If yes, provide Vendor ID #: _____</i> If No, please note: All vendors and subcontractors/consultants must register with COA’s Vendor Connect prior to award. See Link for registration information at https://www.ci.austin.tx.us/financeonline/finance/index.cfm
Is your company COA M/WBE certified?	Yes <input type="checkbox"/> No <input type="checkbox"/> <i>If yes, please indicate:</i> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>

I certify that the information included in this *Compliance Plan* is true and complete to the best of my knowledge and belief. I further understand and agree that this *Compliance Plan* shall become a part of my contract with the City of Austin.

Name and Title of Authorized Representative

Signature

Date

For SMBR Use Only:

*I have reviewed this compliance plan and found that the Proposer **HAS** or **HAS NOT** complied as per the City Code Chapter 2-9C.*

Reviewing Counselor _____

Date _____

*I have reviewed this compliance plan and **Concur** or **Do Not Concur** with recommendation.*

Director/Assistant Director _____

Date _____

Section III — *Compliance Plan Summary*

Note:

- Fill in all the blanks.
- For project participation numbers use an EXACT number. DO NOT USE: approximate, plus or minus (+ -), up to, to be determined (TBD), < >, or any other qualifying language.
- Compliance plans not complying with these requirements shall be rejected as non-responsive.

Total Base Bid (*if applicable*): \$ _____

Goals: Proposed Participation		
MBE	\$	%
WBE	\$	%
Non-Certified	\$	%

SubGoals: Proposed Participation		
African American	\$	%
Hispanic	\$	%
Native/Asian American	\$	%
WBE	\$	%
Non-Certified	\$	%

Bidder's own participation in base bid (less any amount subcontracted):

Amount: \$ _____ Percentage: _____%

Are the stated goals or subgoals of the solicitation met? (*If no, attach documentation of Good Faith Efforts*)

Yes No

For SMBR Use Only:

Verified Goals OR Subgoals:

MBE _____ % WBE _____ %

African-American _____ %; Hispanic _____ %; Native/Asian American _____ %; WBE _____ %

**Section IV — Disclosure of MBE and WBE Participation
Duplicate As Needed**

- Note:
- Fill in all the blanks.
 - Compliance plans not complying with these requirements shall be rejected as non-responsive.
 - Fill in names of MBE/WBE Certified Firms as registered with Vendor Connection.
 - Select either MBE or WBE for dually certified firms to indicate which certification will count towards the MBE or WBE goal.
 - Contact SMBR to request an availability list of certified Firms for additional scopes of work that were not included on the original availability list.

Name of MBE/WBE Certified Firm			
City of Austin Certified	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>	Gender/ Ethnicity:
Vendor Code			
Address/ City / State / Zip			
Contact Person & Phone #			
Fax & Email Address			
Amount of Subcontract	\$		%
Commodity codes/describe services			

Name of MBE/WBE Certified Firm			
City of Austin Certified	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>	Gender/ Ethnicity:
Vendor Code			
Address/ City / State / Zip			
Contact Person & Phone #			
Fax & Email Address			
Amount of Subcontract	\$		%
Commodity codes/describe services			

Name of MBE/WBE Certified Firm			
City of Austin Certified	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>	Gender/ Ethnicity:
Vendor Code			
Address/ City / State / Zip			
Contact Person & Phone #			
Fax & Email Address			
Amount of Subcontract	\$		%
Commodity codes/describe services			

Name of MBE/WBE Certified Firm			
City of Austin Certified	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>	Gender/ Ethnicity:
Vendor Code			
Address/ City / State / Zip			
Contact Person & Phone #			
Fax & Email Address			
Amount of Subcontract	\$		%
Commodity codes/describe services			

**Section V — Disclosure of Non-Certified Subcontractors
Duplicate As Needed**

Note:

- Fill in all the blanks.
- Compliance plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of Non-Certified Subcontractors as registered with the City of Austin.

Are Goals Met? Yes No If no, state reason(s) below and attach documentation:

Subcontractor	
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Subcontract	\$ %
Commodity codes/describe services	
Reason MBE/WBE not used	

Subcontractor	
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Subcontract	\$ %
Commodity codes/describe services	
Reason MBE/WBE not used	

Subcontractor	
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Subcontract	\$ %
Commodity codes/describe services	
Reason MBE/WBE not used	

Subcontractor	
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Subcontract	\$ %
Commodity codes/describe services	
Reason MBE/WBE not used	

**Section VI — Disclosure of Second-Level Subcontractors
Duplicate as Needed**

Note:

- Fill in all the blanks.
- Compliance plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of Second-Level Subcontractors as registered with the City of Austin.

Second-Level Subcontractor	
City of Austin Certified?	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Gender/Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Second-Level Subcontract	\$ _____ %
Commodity codes/describe services	
First-Level Subcontractor	

Second-Level Subcontractor	
City of Austin Certified?	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Gender/Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Second-Level Subcontract	\$ _____ %
Commodity codes/describe services	
First-Level Subcontractor	

Second-Level Subcontractor	
City of Austin Certified?	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Gender/Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Second-Level Subcontract	\$ _____ %
Commodity codes/describe services	
First-Level Subcontractor	

Second-Level Subcontractor	
City of Austin Certified?	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Gender/Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Second-Level Subcontract	\$ _____ %
Commodity codes/describe services	
First-Level Subcontractor	

**Section VII — Disclosure of Primary and Alternate Trucking Subcontractors
Duplicate as Needed**

Note:

- Fill in all the blanks.
- Compliance plans not complying with these requirements shall be rejected as non-responsive.
- Fill in names of Primary and Alternate Trucking Subcontractors as registered with the City of Austin.

Primary Trucking Subcontractor	
City of Austin Certified?	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Gender/Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Subcontract	\$ _____ %
Commodity codes/describe services	

Alternate Trucking Subcontractor	
City of Austin Certified?	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Gender/Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Subcontract	\$ _____ %
Commodity codes/describe services	

Alternate Trucking Subcontractor	
City of Austin Certified?	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Gender/Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Subcontract	\$ _____ %
Commodity codes/describe services	

Alternate Trucking Subcontractor	
City of Austin Certified?	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Gender/Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Amount of Subcontract	\$ _____ %
Commodity codes/describe services	

Section VIII — MBE/WBE Compliance Plan Check List

The MBE/WBE *Compliance Plan* must be completed and submitted by the time specified in the solicitation documents. If the goals or subgoals were not achieved, Good Faith Efforts documentation must be submitted with the MBE/WBE *Compliance Plan*. All questions in Section VIII **must** be completed and submitted with the *Compliance Plan* if goals or subgoals are not met.

-
1. Were written notices sent to all MBE/WBEs from the Significant Local Business Presence (SLBP) availability list at least seven (7) business days prior to the submission of this *Compliance Plan*? Yes No
2. Were two separate methods used to contact all MBE/WBEs from the SLBP availability list at least seven (7) business days prior to the submission of this *Compliance Plan*? Please list the two methods used to contact MBE/WBEs. (*i.e. fax, email, mail, and/or phone*)
List Methods: _____ Yes No
3. Were steps taken to follow up with interested MBE/WBEs? Yes No
4. Were advertisements placed with a local publication? (*i.e. newspaper, minority or women organizations, or electronic/social media*)? **If yes, please attach.** Yes No
5. Were written notices sent to Minority or Women organizations? **If yes, please attach.** Yes No
6. Were additional elements of work identified to achieve the goals or subgoals?
If yes, please explain: _____ Yes No
7. Was SMBR contacted for assistance? Yes No
- If yes, complete following:
Contact Person: _____
Date of Contact: _____
Summary of Request: _____
8. Were Minority or Women organizations contacted for assistance? Yes No
- If yes, complete following:
Organization(s): _____
Date of Contact: _____
Summary of Request: _____
9. Is the following documentation attached to support good faith effort requirements to achieve goals or subgoals? (**Documentation is not limited to this list.**)
- Copy of written solicitation sent to MBE/WBEs in SLBP area Yes No
- Two separate methods of notices sent to MBE/WBEs in SLBP area (fax transmittals, emails, and/or phone log). Yes No
- Copy of advertisements Yes No
- Copy of notices sent to Minority and Women organizations Yes No
- Documentation that demonstrates efforts made to reach agreements with the MBE/WBEs who responded to Bidder's written notice? (*i.e. copy of bids/proposals, spreadsheet breakdown of MBE/WBEs considered follow-up emails/phone logs and/or correspondence between Bidder and interested MBE/WBEs*) Yes No

LETTER TO POTENTIAL SUBCONTRACTORS

_____ is soliciting Minority- and Women-Owned Business Enterprise participation for the following City of Austin project. Solicitation documents are available at our office or at One Texas Center, 505 Barton Springs Road, 10th Floor, Suite 1045.

Name of Project: _____
 Project/Solicitation Number: _____
 Location of Pre-bid Conference (if any) _____

 Response Due Date and Time: _____

This Project Includes the Following Scopes of Service:

- | | |
|---|---|
| <input type="checkbox"/> Asbestos Abatement | <input type="checkbox"/> HVAC |
| <input type="checkbox"/> Carpentry | <input type="checkbox"/> Insulation |
| <input type="checkbox"/> Carpeting | <input type="checkbox"/> Lab and Field Testing Services |
| <input type="checkbox"/> Concrete | <input type="checkbox"/> Landscaping |
| <input type="checkbox"/> Demolition Services | <input type="checkbox"/> Masonry |
| <input type="checkbox"/> Doors and Frames | <input type="checkbox"/> Millwork |
| <input type="checkbox"/> Drilling | <input type="checkbox"/> Painting |
| <input type="checkbox"/> Drywall | <input type="checkbox"/> Paving and Resurfacing |
| <input type="checkbox"/> Electrical | <input type="checkbox"/> Plumbing |
| <input type="checkbox"/> Excavation Services | <input type="checkbox"/> Roofing |
| <input type="checkbox"/> Fabricated Steel | <input type="checkbox"/> Stone |
| <input type="checkbox"/> Flooring | <input type="checkbox"/> Tile |
| <input type="checkbox"/> Glazing Services | <input type="checkbox"/> Weather and Waterproofing |
| <input type="checkbox"/> Hardware | <input type="checkbox"/> Welding |
| <input type="checkbox"/> Heavy Construction Equipment | <input type="checkbox"/> Windows |
| <input type="checkbox"/> Other _____ | <input type="checkbox"/> Other _____ |

Contact our office for detailed information on the scopes of services to be subcontracted and the relevant terms and conditions of the contract.

Contact: _____ at _____ or _____
 (Name) (Telephone) (Fax)

 (Email)

All Responses MUST be received by: _____

LETTER OF INTENT

Name of Prime Contractor: _____

Address: _____
Street City State Zip Code

Telephone: (____)_____ Fax: (____)_____ Proposed Contract Amount: \$ _____

Project/Solicitation Number: _____

Project Name: _____

Type of Agreement (check one): Lump Sum Unit Price Commodity

Period of Performance: _____ Level of Subcontracting (check one): 1st 2nd 3rd

Legal Name of Subcontractor*: _____

Subcontractor* Vendor Code: _____

Address: _____
Street City State Zip Code

Telephone: (____)_____ Fax: (____)_____ Proposed Subcontract Amount: \$ _____

Commodity Code and description of work to be performed by Subcontractor Firm:

The Prime Contractor and the Subcontractor listed above agree that the Prime Contractor has provided the Subcontractor with a copy of the City's prevailing wage requirements.

Prime Contractor:

Subcontractor:

Legal Name of Firm, as registered with the City

Legal Name of Firm, as registered with the City

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

STATE OF _____
COUNTY OF _____
SUBSCRIBED AND SWORN TO before me on the
_____ day of _____, 20____.

STATE OF _____
COUNTY OF _____
SUBSCRIBED AND SWORN TO before me on the
_____ day of _____, 20____.

Notary Public

***Including Suppliers, Manufacturers, Alternates**

Notary Public

**City of Austin
Subcontract Vendor List - VCRCVS**

Solicitation No.: RFP 1100 GAL0025 SCADA Consulting Services

Version No.: 1

Phase: 1

C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
Vendors Within the SLBP Area					
91829 Computer Software Consulting					
V00000932819 ANUSHA BUSIREDDY 2600 Gracy Farm Ln #521 Austin Tx 78758		5512085106 anusha@azoontech.com	MWB	F/Asian	AU
APP8310106 APPLIED NETWORK SECURITY LLC 9800 North Lamar Blvd Ste 218 Austin Tx 78753		512-490-1572 866-779-2154 styamthe@appliednetworksecurity.com	MDB	M/African American	AU
APP8308926 APPLIEDTECH GROUP L L C 12059 Lincolnshire Dr Austin Tx 78758-2217		512-577-2468 512-837-8603 RMORA@APPLIEDTECHGROUP.NET	MB	M/Hispanic	AU
V00000912250 ATX Creative Group 10713 Sycamore Hills Rd Austin Tx 78717		512-850-6559 5127337883 paul@atxcreativegroup.com	MB	M/Hispanic	AU
BEN8308480 BENQWEST L L C 2300 E Ben White Blvd Austin Tx 78741-7111		512-565-1048 512-233-0843 BENQWEST@YAHOO.COM	MB	M/Asian	AU
VS0000011963 CAPAware, Inc 500 E 4th St Ste 151 Austin Tx 78701		512-323-9647 eesparza@capaware.com	WDB	F/Caucasian	AU
COO7091820 COOPER CONSULTING CO Po Box 81651 Austin Tx 78708		512-527-1000 512-527-1001 caudle@cooperconsulting.com	WB	F/Caucasian	AU
V00000920503 Cephei Technology Group, LLC. 401 Congress Ave. Suite 1540 Austin Tx 78701		5124674848 8008400652 aaron@ctg2k.com	MB	F/African American	AU
V00000932862 Chasse Consulting: Sales Strategies, Inc. 3600 N Capital Of Texas Hwy Bldg B, Ste. 100 Austin Tx 78746		5123471474 29 sled@chasseconsulting.com	WB	F/Caucasian	AU

**City of Austin
Subcontract Vendor List - VCRCVS**

Solicitation No.: RFP 1100 GAL0025 SCADA Consulting Services

Version No.: 1

Phase: 1

C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
VS0000004131 Chivas Engineering and Consulting, Inc 9901 Brodie Ln Suite 160-246 Austin Tx 78748		512-217-0853 5124020545 vasant@chivascorp.com	MDB	F/Asian	AU
V00000905204 Conquest Consulting LLC 226 Caddo Lake Dr Georgetown Tx 78628		512-297-9213 18662948039 admin@conquestitconsulting.com	MWB	F/Asian	SL
DAT8308886 DATAWISE INFORMATION TECHNOLOGY SERVICES INC Po Box 1298 Burnet Tx 78611		512-472-2932 512-472-2933 RILEY.CARRUTHERS@DATAWISE.NET	MDB	M/African American	LO
VC0000102141 DM DUKES & ASSOCIATES INC 3218 E MI King Jr Blvd Ste 104 Austin Tx 78721		5129903808 512-990-3809 dukesdm@aol.com	MWDB	F/African American	AU
VS0000026197 EQ CONSULTANTS GROUP 12329 Double Tree Lane Austin Tx 78750		512-827-8468 elizabeth.quintanilla@gmail.com	MWDB	F/Hispanic	AU
V00000914047 Electronic Interoperable Exchange Systems, LLC 501 W Powell Lane Suite 219 Austin Tx 78753		646-496-5291 amin.salahuddin@eixsys.com	MB	M/Asian	AU
V00000932222 FERMAT SOFTWARE LLC 555 Round Rock West Dr Suite E-233 Round Rock Tx 78681		5123640395 khurram@fermatsoftware.com	MB	M/Asian	SL
HUR2455500 HARUTUNIAN ENGINEERING INC 305 E Huntland Dr Ste 500 Austin Tx 78752-3730		512-454-2788 512-454-6434 PROCURE@HEIWORLD.COM	WB	F/Caucasian	AU
HIR8309936 HIRE TECHNOLOGIES INC 7000 N. Mopac Expressway Suite 200 Austin Tx 78731		512-342-0055 8665338858 karen@hirepros.com	WDB	F/Caucasian	AU
VS0000031293 HadyN Inniss 1326 Mesquite Road Cedar Park Tx 78613		512-658-5726 512-257-9519 hadyN.inniss@inxelerate.com	MDB	M/African American	AU

City of Austin Subcontract Vendor List - VCRCVS

Solicitation No.: RFP 1100 GAL0025 SCADA Consulting Services

Version No.: 1

Phase: 1

C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LC TN
VC0000102707 IT SOLUTIONS ON DEMAND LLC Po Box 14170 Austin Tx 78761		512-487-1709 BATCHASSI@IODESOLUTIONS.COM	MDB	M/African American	AU
V00000917174 JN3 Global Enterprises LLC 6034 West Courtyard Drive Suite #150 Austin Tx 78730		512-501-1155 jnowlin@excelglobalpartners.com	MDB	M/African American	AU
V00000919212 KEYSTOKE 908 E 5th St. Ste 112 Austin Tx 78702		5122737010 5128427330 info@keystoke.com	MDB	M/African American	AU
VC0000101540 LORI BRAUN 4415 Sinclair Avenue Austin Tx 78756		512-554-9322 lori@loribraun.com	WB	F/Caucasian	AU
V00000929374 Luminara Consulting Inc 1819 Alta Vista Ave Austin Tx 78704-3152		5126806069 rosemary.holly@luminaraconsulting.com	WDB	F/Caucasian	AU
MRS7135275 MRSW MANAGEMENT L L C Po Box 6941 Austin Tx 78762-6941		512-322-2347 512-322-2360 MWHITE@MRSWMANAGEMENT.COM	MDB	M/African American	AU
V00000931177 Marisa Fernandez 8405 Old Bee Caves Rd #1211 Austin Tx 78735		5129838508 convoyconsulting@mail.com	MWDB	F/Hispanic	AU
VS0000019526 Mo'mix solutions 15552 Fitzhugh Rd Dripping Springs Tx 78620		512-423-2932 512-402-9525 elatham@momixsolutions.com	WDB	F/Caucasian	SL
NEO8311042 NEOS CONSULTING GROUP L L C 106 E. 6th Street Suite 900 Austin Tx 78701		512-913-5450 5122335200 karon.irby@neosconsulting.com	WB	F/Caucasian	AU
V00000914805 NetCloud LLC 4205 Buckskin Rd Cedar Park Tx 78613		512-568-9608 mehul@netcloud.com	MDB	M/Asian	AU
OSS7029785 OSS INC 555 Round Rock West Dr, Ste 208 Round Rock Tx 78681		512-255-2424 512-255-2336 MAX@OSSJOBS.COM	MDB	M/African American	SL

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C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
V00000912073 PINNACLE PROCESS SOLUTIONS INTERNATIONAL LLC 304 Cordova Cv Cedar Park Tx 78613		512-212-1166 adil@pinnacleprocess.com	MB	M/Asian	AU
RFD7081045 RFD & ASSOC INC 401 Camp Craft Rd Austin Tx 78746-6507		512-347-9411 512-347-9412 sales@RFDINC.COM	WB	F/Caucasian	AU
VC0000102856 RHYAN TECHNOLOGY SERVICES LLC 901 S Mopac Plaza 1 Ste 300 Austin Tx 78746		512-328-8688 512-328-8668 BILL@RHYAN.COM	MDB	M/Native American	AU
ABD7148105 RITA ABDELADIM 40 North Ih 35, Suite 10c2 Austin Tx 78701		512-251-9252 512-233-0600 nadir@abdeladim.com	MWB	F/Hispanic	AU
V00000924628 RMD STRATEGY LLC Po Box 200913 Austin Tx 78720		5123617108 mike@rmdstrategy.com	MDB	M/Hispanic	AU
VS0000018597 Recruiting Force, LLC 930 S Bell Blvd, Ste 104 Cedar Park Tx 78613		512-996-0999 michelle.uribe@recruitveterans.com	MDB	M/Hispanic	AU
VS0000013951 SHAH SYSTEMS AND TECHNOLOGY CORPORATION 11606b Argonne Forest Trail Austin Tx 78759		512-331-1383 emanuel_shah@hotmail.com	MDB	M/Asian	AU
SNA8315942 SNAP MANAGEMENT GROUP INC 6928 Robert Dixon Dr Austin Tx 78749-2218		512-899-8788 512-474-8788 Darrell@snapmgt.com	MDB	M/African American	AU
V00000930280 Simgineers LLC 700 Lavaca St Ste 1401 Austin Tx 78701		5123637676 matt.snead@simgineers.com	MDB	M/Native American	AU
V00000925382 Sloan Foster 9204 Partridge Circle Austin Tx 78758		2108454141 sloan@envisageassociates.com	WDB	F/Caucasian	AU
VS0000034209 Soal Technologies, LLC. 8801 Research Blvd. Ste 104 Austin Tx 78758		5124130397 8665164415 amoledina@soaltech.com	MDB	M/Asian	AU

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C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
	V00000921271 Standard Beagle Studio LLC 1205 Payne Ave. Austin Tx 78757	5126537651 cindybrummer@standardbeagle.com	WB	F/Caucasian	AU
	TEC8316580 TECHPEOPLE.US INC 1508 Dessau Ridge Lane Ste 703 Austin Tx 78754	512-989-5959 200 5126174163 raul.gonzales@techpeople.us	MDB	M/Asian	AU
	VS0000024765 The Cases Group, LLC P. O. Box 163502 Austin Tx 78716	512-762-6582 moisescases@gmail.com	MB	M/Hispanic	AU
	ZCO8303572 ZCORE BUSINESS SOLUTIONS INC 810 Hester'S Crossing Road Suite 206 Round Rock Tx 78681	512-238-8222 512-238-8312 accounting@zcorebusiness.com	MWB	F/Asian	SL
9182930 CONSULTING SERVICES RELATED TO THE IMPLEMENTATION					
	V00000932819 ANUSHA BUSIREDDY 2600 Gracy Farm Ln #521 Austin Tx 78758	5512085106 anusha@azoontech.com	MWB	F/Asian	AU
	APP8308926 APPLIEDTECH GROUP L L C 12059 Lincolnshire Dr Austin Tx 78758-2217	512-577-2468 512-837-8603 RMORA@APPLIEDTECHGROUP.NET	MB	M/Hispanic	AU
	CTI8317923 C&T INFORMATION TECHNOLOGY CONSULTING INC 9442 Cap Of Tx Hwy N, Plaza 1, Ste 500 Austin Tx 78759	512-610-0040 512-231-8044 SALES@CANDTTECH.COM	WB	F/Caucasian	AU
	VC0000101891 CAROLYN KELLEY 2905 Oak Crest Ave Austin Tx 78704	512-445-0431 512-857-1342 CAROLYN@CKLA.NET	WDB	F/Caucasian	AU
	COO7091820 COOPER CONSULTING CO Po Box 81651 Austin Tx 78708	512-527-1000 512-527-1001 caudle@cooperconsulting.com	WB	F/Caucasian	AU
	VS0000026197 EQ CONSULTANTS GROUP 12329 Double Tree Lane Austin Tx 78750	512-827-8468 elizabeth.quintanilla@gmail.com	MWDB	F/Hispanic	AU

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C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
V00000914047 Electronic Interoperable Exchange Systems, LLC 501 W Powell Lane Suite 219 Austin Tx 78753		646-496-5291 amin.salahuddin@eixsys.com	MB	M/Asian	AU
VS0000031293 Hadyn Inniss 1326 Mesquite Road Cedar Park Tx 78613		512-658-5726 512-257-9519 hadyn.inniss@inxelerate.com	MDB	M/African American	AU
VC0000102707 IT SOLUTIONS ON DEMAND LLC Po Box 14170 Austin Tx 78761		512-487-1709 BATCHASSI@IODESOLUTIONS.COM	MDB	M/African American	AU
V00000917174 JN3 Global Enterprises LLC 6034 West Courtyard Drive Suite #150 Austin Tx 78730		512-501-1155 jnowlin@excelglobalpartners.com	MDB	M/African American	AU
V00000929374 Luminara Consulting Inc 1819 Alta Vista Ave Austin Tx 78704-3152		5126806069 rosemary.holly@luminaraconsulting.com	WDB	F/Caucasian	AU
VS0000022114 Lynn Taylor 4500 E. Palm Valley Blvd Ste. 108 Round Rock Tx 78665		5122971246 ltaylor08@hotmail.com	MWB	F/African American	AU
V00000931177 Marisa Fernandez 8405 Old Bee Caves Rd #1211 Austin Tx 78735		5129838508 convoyconsulting@mail.com	MWDB	F/Hispanic	AU
VS0000019526 Mo'mix solutions 15552 Fitzhugh Rd Dripping Springs Tx 78620		512-423-2932 512-402-9525 elatham@momixsolutions.com	WDB	F/Caucasian	SL
V00000914805 NetCloud LLC 4205 Buckskin Rd Cedar Park Tx 78613		512-568-9608 mehul@netcloud.com	MDB	M/Asian	AU
VS0000032495 O-SDA Industries, LLC 5714 Sam Houston Circle Austin Tx 78731		8303300762 mdeluna@o-sda.com	MWB	F/Native American	AU
V00000912073 PINNACLE PROCESS SOLUTIONS INTERNATIONAL LLC 304 Cordova Cv Cedar Park Tx 78613		512-212-1166 adil@pinnacleprocess.com	MB	M/Asian	AU

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C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
V00000924628 RMD STRATEGY LLC Po Box 200913 Austin Tx 78720		5123617108 mike@rmdstrategy.com	MDB	M/Hispanic	AU
VS0000018597 Recruiting Force, LLC 930 S Bell Blvd, Ste 104 Cedar Park Tx 78613		512-996-0999 michelle.uribe@recruitveterans.com	MDB	M/Hispanic	AU
VS0000013951 SHAH SYSTEMS AND TECHNOLOGY CORPORATION 11606b Argonne Forest Trail Austin Tx 78759		512-331-1383 emanuel_shah@hotmail.com	MDB	M/Asian	AU
SNA8315942 SNAP MANAGEMENT GROUP INC 6928 Robert Dixon Dr Austin Tx 78749-2218		512-899-8788 512-474-8788 Darrell@snapmgt.com	MDB	M/African American	AU
V00000930280 Simgineers LLC 700 Lavaca St Ste 1401 Austin Tx 78701		5123637676 matt.snead@simgineers.com	MDB	M/Native American	AU
V00000925382 Sloan Foster 9204 Partridge Circle Austin Tx 78758		2108454141 sloan@envisageassociates.com	WDB	F/Caucasian	AU
V00000921271 Standard Beagle Studio LLC 1205 Payne Ave. Austin Tx 78757		5126537651 cindybrummer@standardbeagle.com	WB	F/Caucasian	AU
TEC8316580 TECHPEOPLE.US INC 1508 Dessau Ridge Lane Ste 703 Austin Tx 78754		512-989-5959 200 5126174163 raul.gonzales@techpeople.us	MDB	M/Asian	AU
VS0000034326 The Entermedia Group, LLC 900 Rr 620 South, C101-153 Austin Tx 78734		512-553-8341 lorraine.jordan@theentermediagroup.com	MWDB	F/African American	AU
VS0000022768 Zander Engineering and Consulting, Inc. 12713 Belcara Place Austin Tx 78732		512-779-3459 martha@zander-ec.com	MWB	F/Hispanic	AU
91890 STRATEGIC TECHNOLOGY PLANNING AND CONSULTING SERVICES					
APP8308926 APPLIEDTECH GROUP L L C 12059 Lincolnshire Dr Austin Tx 78758-2217		512-577-2468 512-837-8603 RMORA@APPLIEDTECHGROUP.NET	MB	M/Hispanic	AU

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C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
	COO7091820 COOPER CONSULTING CO Po Box 81651 Austin Tx 78708	512-527-1000 512-527-1001 caudle@cooperconsulting.com	WB	F/Caucasian	AU
	DAT8308886 DATAWISE INFORMATION TECHNOLOGY SERVICES INC Po Box 1298 Burnet Tx 78611	512-472-2932 512-472-2933 RILEY.CARRUTHERS@DATAWISE.NET	MDB	M/African American	LO
	VS0000026197 EQ CONSULTANTS GROUP 12329 Double Tree Lane Austin Tx 78750	512-827-8468 elizabeth.quintanilla@gmail.com	MWDB	F/Hispanic	AU
	V00000914047 Electronic Interoperable Exchange Systems, LLC 501 W Powell Lane Suite 219 Austin Tx 78753	646-496-5291 amin.salahuddin@eixsys.com	MB	M/Asian	AU
	VS0000031293 Hadyn Inniss 1326 Mesquite Road Cedar Park Tx 78613	512-658-5726 512-257-9519 hadyn.inniss@inxelerate.com	MDB	M/African American	AU
	VC0000102707 IT SOLUTIONS ON DEMAND LLC Po Box 14170 Austin Tx 78761	512-487-1709 BATCHASSI@IODESOLUTIONS.COM	MDB	M/African American	AU
	V00000917174 JN3 Global Enterprises LLC 6034 West Courtyard Drive Suite #150 Austin Tx 78730	512-501-1155 jnowlin@excelglobalpartners.com	MDB	M/African American	AU
	V00000934802 Leading Technology Advisors, LLC 430 Torrington Drive Austin Tx 78737	5129535335 info@leadingtechnologyadvisors.com	MDB	M/Hispanic	SL
	VS0000022114 Lynn Taylor 4500 E. Palm Valley Blvd Ste. 108 Round Rock Tx 78665	5122971246 ltaylor08@hotmail.com	MWB	F/African American	AU
	MRS7135275 MRSW MANAGEMENT L L C Po Box 6941 Austin Tx 78762-6941	512-322-2347 512-322-2360 MWHITE@MRSWMANAGEMENT.COM	MDB	M/African American	AU
	VS0000019526 Mo'mix solutions 15552 Fitzhugh Rd Dripping Springs Tx 78620	512-423-2932 512-402-9525 elatham@momixsolutions.com	WDB	F/Caucasian	SL

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C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
	V00000914805 NetCloud LLC 4205 Buckskin Rd Cedar Park Tx 78613	512-568-9608 mehul@netcloud.com	MDB	M/Asian	AU
	V00000924628 RMD STRATEGY LLC Po Box 200913 Austin Tx 78720	5123617108 mike@rmdstrategy.com	MDB	M/Hispanic	AU
	VS0000018597 Recruiting Force, LLC 930 S Bell Blvd, Ste 104 Cedar Park Tx 78613	512-996-0999 michelle.uribe@recruitveterans.com	MDB	M/Hispanic	AU
	VS0000013951 SHAH SYSTEMS AND TECHNOLOGY CORPORATION 11606b Argonne Forest Trail Austin Tx 78759	512-331-1383 emanuel_shah@hotmail.com	MDB	M/Asian	AU
	SNA8315942 SNAP MANAGEMENT GROUP INC 6928 Robert Dixon Dr Austin Tx 78749-2218	512-899-8788 512-474-8788 Darrell@snapmgt.com	MDB	M/African American	AU
	V00000930280 Simgineers LLC 700 Lavaca St Ste 1401 Austin Tx 78701	5123637676 matt.snead@simgineers.com	MDB	M/Native American	AU
	V00000925382 Sloan Foster 9204 Partridge Circle Austin Tx 78758	2108454141 sloan@envisageassociates.com	WDB	F/Caucasian	AU
92075 Technical Writing and Documentation, IT Services					
	V00000932862 Chasse Consulting: Sales Strategies, Inc. 3600 N Capital Of Texas Hwy Bldg B, Ste. 100 Austin Tx 78746	5123471474 29 sled@chasseconsulting.com	WB	F/Caucasian	AU
	FUT8315966 FUTURE LINK TECHNOLOGIES INC 225 S. Commons Ford Road Austin Tx 78733	512-443-4100 5122335269 lhertzler@future-link.biz	WDB	F/Caucasian	AU
	VC0000102707 IT SOLUTIONS ON DEMAND LLC Po Box 14170 Austin Tx 78761	512-487-1709 BATCHASSI@IODESOLUTIONS.COM	MDB	M/African American	AU

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C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
	MAR8305101 MARTHA FERRERO JUCH P E INC 1706 Walsh Dr Round Rock Tx 78681-1434	5126334183 mfjuch@austin.rr.com	WDB	F/Caucasian	SL
	V00000926791 Onnesha Williams 127 Brooke Street Hutto Tx 78634	5126800421 odemerson@yahoo.com	MWDB	F/African American	SL
	VS0000034209 Soal Technologies, LLC. 8801 Research Blvd. Ste 104 Austin Tx 78758	5124130397 8665164415 amoledina@soaltech.com	MDB	M/Asian	AU

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C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
Vendors Outside the SLBP Area					
91829 Computer Software Consulting					
	CHE8303640 CHECKPOINT SERVICES INC Suite 215 El Paso Tx 79902	915-581-1185 915-585-7751 SALES@CHECKPNT.COM	WB	F/Caucasian	TX
	PEA8317748 CIMA SOLUTIONS GROUP LLC 118 Lynn Ave. Suite 300 Lewisville Tx 75057-3706	9724998263 866-259-0320 sgeter@cimasg.com	MB	M/Hispanic	TX
	VS0000029389 CRINER-DANIELS & ASSOCIATES INC 1776 Yorktown Street Suite 525 Houston Tx 77056	713-787-0900 713-787-0159 walter2@crinerdaniels.com	MDB	M/African American	TX
	V00000913996 Deborah D Pedigo Suite 3012 San Antonio Tx 78233	2104014501 2103967306 debbiep@pedigostaffing.com	WDB	F/Caucasian	TX
	ELE7094080 ELECTROSYSTEMS ENGINEERS INC 5400 Suncrest Dr., Ste. B3 El Paso Tx 79912-5609	915-587-7902 103 915-587-7768 jarico@esei.com	MDB	M/Hispanic	TX
	VS0000012890 Moye I T Consulting, LLC 1255 Corporate Dr Ste 100 Irving Tx 75038	972-887-5555 9728875554 jmoye@moyeconsulting.com	WDB	F/Caucasian	TX
	V00000917705 Network Alliance, LLC Ste. R100 San Antonio Tx 78205	210-364-7025 2105792895 mkillen@network-alliance.net	MWDB	F/Hispanic	TX
	PRE7119790 PRECISION TASK GROUP INC 9801 Westheimer Rd Ste 803 Houston Tx 77042	713-781-7481 713-781-8912 MASSEY@PTG.COM	MDB	M/Hispanic	TX
	VS0000024508 Prudent Technologies & Consulting Inc 1505 Lbj Freeway Suite 327 Dallas Tx 75234	281-569-4162 2815694182 mknecht@prudentconsulting.com	MB	M/Asian	TX
	SIE8313016 SIERRA INFOSYS INC Suite 210 Houston Tx 77036	713-747-9693 102 7132222434 senthil@sierratec-us.com	MWDB	F/Asian	TX

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	V00000930027 Swati Tripathi 3617 Dripping Springs Dr Plano Tx 75025	5173040655 mail2swatitripathi@yahoo.com	MWB	F/Asian	TX
	V00000913751 Team One Integration, LLC P.O. Box 117370 Carrollton Tx 75011	214-718-7253 hli@teamoneintegration.com	MDB	M/Asian	TX
	V00000929209 Techesive, LLC Po Box 769426 San Antonio Tx 78245	7138154100 sales@techesive.com	MDB	M/African American	TX
	VS0000011021 VIGNON CORPORATION 7324 Gaston Ave., #124-432 Dallas Tx 75214	888-415-1556 170	WDB	F/Caucasian	TX
	V00000909849 WBF Consulting Group 700 E 21st Street Bryan Tx 77803	678-984-9888 ccp_consulting@yahoo.com	MWB	F/African American	TX
9182930 CONSULTING SERVICES RELATED TO THE IMPLEMENTATION					
	V00000913996 Deborah D Pedigo Suite 3012 San Antonio Tx 78233	2104014501 2103967306 debbiep@pedigostaffing.com	WDB	F/Caucasian	TX
	VS0000012890 Moye I T Consulting, LLC 1255 Corporate Dr Ste 100 Irving Tx 75038	972-887-5555 9728875554 jmoye@moyeconsulting.com	WDB	F/Caucasian	TX
	V00000917705 Network Alliance, LLC Ste. R100 San Antonio Tx 78205	210-364-7025 2105792895 mkillen@network-alliance.net	MWDB	F/Hispanic	TX
	V00000929209 Techesive, LLC Po Box 769426 San Antonio Tx 78245	7138154100 sales@techesive.com	MDB	M/African American	TX
	VS0000011021 VIGNON CORPORATION 7324 Gaston Ave., #124-432 Dallas Tx 75214	888-415-1556 170	WDB	F/Caucasian	TX
	V00000909849 WBF Consulting Group 700 E 21st Street Bryan Tx 77803	678-984-9888 ccp_consulting@yahoo.com	MWB	F/African American	TX

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91890 STRATEGIC TECHNOLOGY PLANNING AND CONSULTING SERVICES					
	VS0000019940 4b Technology Group, LLC 12600 Northborough, Ste 290 Houston Tx 77067	832-249-9379 832-249-9756 jeffrey.casinger@4btechnology.com	WDB	F/Caucasian	TX
	ELE7094080 ELECTROSYSTEMS ENGINEERS INC 5400 Suncrest Dr., Ste. B3 El Paso Tx 79912-5609	915-587-7902 103 915-587-7768 jarico@esei.com	MDB	M/Hispanic	TX
	VS0000012890 Moye I T Consulting, LLC 1255 Corporate Dr Ste 100 Irving Tx 75038	972-887-5555 9728875554 jmoye@moyeconsulting.com	WDB	F/Caucasian	TX
	V00000917705 Network Alliance, LLC Ste. R100 San Antonio Tx 78205	210-364-7025 2105792895 mkillen@network-alliance.net	MWDB	F/Hispanic	TX
	V00000917428 TLC Engineering Inc. 8204 Westglen Drive Houston Tx 77063	713-868-6900 7138680001 tonycouncil@tlceng.com	MDB	M/African American	TX
	V00000929209 Techesive, LLC Po Box 769426 San Antonio Tx 78245	7138154100 sales@techesive.com	MDB	M/African American	TX
			Total in SLBP:	97	
			Total Outside SLBP:	27	

4b Technology Group, Llc
12600 Northborough, Ste 290
Houston, Tx 77067

Anusha Busireddy
2600 Gracy Farm Ln #521
Austin, Tx 78758

Applied Network Security Llc
9800 North Lamar Blvd Ste 218
Austin, Tx 78753

Appliedtech Group L L C
12059 Lincolnshire Dr
Austin, Tx 78758-2217

Atx Creative Group
10713 Sycamore Hills Rd
Austin, Tx 78717

Benqwest L L C
2300 E Ben White Blvd
Austin, Tx 78741-7111

C&T Information Technology Consulting
Inc
9442 Cap Of Tx Hwy N, Plaza 1, Ste
500
Austin, Tx 78759

Capaware, Inc
500 E 4th St
Ste 151
Austin, Tx 78701

Carolyn Kelley
2905 Oak Crest Ave
Austin, Tx 78704

Checkpoint Services Inc
4120 Rio Bravo St
Suite 215
El Paso, Tx 79902

Cima Solutions Group Llc
118 Lynn Ave. Suite 300
Lewisville, Tx 75057-3706

Cooper Consulting Co
Po Box 81651
Austin, Tx 78708

Criner-Daniels & Associates Inc
1776 Yorktown Street
Suite 525
Houston, Tx 77056

Cephei Technology Group, Llc.
401 Congress Ave.
Suite 1540
Austin, Tx 78701

Chasse Consulting: Sales Strategies,
Inc.
3600 N Capital Of Texas Hwy
Bldg B, Ste. 100
Austin, Tx 78746

Chivas Engineering And Consulting, Inc
9901 Brodie Ln
Suite 160-246
Austin, Tx 78748

Conquest Consulting Llc
226 Caddo Lake Dr
Georgetown, Tx 78628

Datavise Information Technology
Services Inc
Po Box 1298
Burnet, Tx 78611

Dm Dukes & Associates Inc
3218 E MI King Jr Blvd Ste 104
Austin, Tx 78721

Deborah D Pedigo
9504 lh35 North
Suite 3012
San Antonio, Tx 78233

Electrosystems Engineers Inc
5400 Suncrest Dr., Ste. B3
El Paso, Tx 79912-5609

Eq Consultants Group
12329 Double Tree Lane
Austin, Tx 78750

Electronic Interoperable Exchange
Systems, Llc
501 W Powell Lane Suite 219
Austin, Tx 78753

Fermat Software Llc
555 Round Rock West Dr
Suite E-233
Round Rock, Tx 78681

Future Link Technologies Inc
225 S. Commons Ford Road
Austin, Tx 78733

Harutunian Engineering Inc
305 E Huntland Dr Ste 500
Austin, Tx 78752-3730

Hire Technologies Inc
7000 N. Mopac Expressway
Suite 200
Austin, Tx 78731

Hadyn Inniss
1326 Mesquite Road
Cedar Park, Tx 78613

It Solutions On Demand Llc
Po Box 14170
Austin, Tx 78761

Jn3 Global Enterprises Llc
6034 West Courtyard Drive
Suite #150
Austin, Tx 78730

Keystoke
908 E 5th St.
Ste 112
Austin, Tx 78702

Lori Braun
4415 Sinclair Avenue
Austin, Tx 78756

Leading Technology Advisors, Llc
430 Torrington Drive
Austin, Tx 78737

Luminara Consulting Inc
1819 Alta Vista Ave
Austin, Tx 78704-3152

Lynn Taylor
4500 E. Palm Valley Blvd Ste. 108
Round Rock, Tx 78665

Martha Ferrero Juch P E Inc
1706 Walsh Dr
Round Rock, Tx 78681-1434

Mrsw Management L L C
Po Box 6941
Austin, Tx 78762-6941

Marisa Fernandez
8405 Old Bee Caves Rd #1211
Austin, Tx 78735

Mo'Mix Solutions
15552 Fitzhugh Rd
Dripping Springs, Tx 78620

Moye I T Consulting, Llc
1255 Corporate Dr Ste 100
Irving, Tx 75038

Neos Consulting Group L L C
106 E. 6th Street
Suite 900
Austin, Tx 78701

Netcloud Llc
4205 Buckskin Rd
Cedar Park, Tx 78613

Network Alliance, Llc
454 Soledad St.
Ste. R100
San Antonio, Tx 78205

O-Sda Industries, Llc
5714 Sam Houston Circle
Austin, Tx 78731

Oss Inc
555 Round Rock West Dr, Ste 208
Round Rock, Tx 78681

Onnesha Williams
127 Brooke Street
Hutto, Tx 78634

Pinnacle Process Solutions International
Llc
304 Cordova Cv
Cedar Park, Tx 78613

Precision Task Group Inc
9801 Westheimer Rd Ste 803
Houston, Tx 77042

Prudent Technologies & Consulting Inc
1505 Lbj Freeway
Suite 327
Dallas, Tx 75234

Rfd & Assoc Inc
401 Camp Craft Rd
Austin, Tx 78746-6507

Rhyan Technology Services Llc
901 S Mopac Plaza 1 Ste 300
Austin, Tx 78746

Rita Abdeladim
40 North Ih 35, Suite 10c2
Austin, Tx 78701

Rmd Strategy Llc
Po Box 200913
Austin, Tx 78720

Recruiting Force, Llc
930 S Bell Blvd, Ste 104
Cedar Park, Tx 78613

Shah Systems And Technology
Corporation
11606b Argonne Forest Trail
Austin, Tx 78759

Sierra Infosys Inc
6001 Savoy Drive
Suite 210
Houston, Tx 77036

Snap Management Group Inc
6928 Robert Dixon Dr
Austin, Tx 78749-2218

Simineers Llc
700 Lavaca St Ste 1401
Austin, Tx 78701

Sloan Foster
9204 Partridge Circle
Austin, Tx 78758

Soal Technologies, Llc.
8801 Research Blvd. Ste 104
Austin, Tx 78758

Standard Beagle Studio Llc
1205 Payne Ave.
Austin, Tx 78757

Swati Tripathi
3617 Dripping Springs Dr
Plano, Tx 75025

Techpeople.Us Inc
1508 Dessau Ridge Lane Ste 703
Austin, Tx 78754

Tlc Engineering Inc.
8204 Westglen Drive
Houston, Tx 77063

Team One Integration, Llc
P.O. Box 117370
Carrollton, Tx 75011

Techesive, Llc
Po Box 769426
San Antonio, Tx 78245

The Cases Group, Llc
P. O. Box 163502
Austin, Tx 78716

The Entermedia Group, Llc
900 Rr 620 South, C101-153
Austin, Tx 78734

Vignon Corporation
7324 Gaston Ave., #124-432
Dallas, Tx 75214

Wbf Consulting Group
700 E 21st Street
Bryan, Tx 77803

Zcore Business Solutions Inc
810 Hester'S Crossing Road
Suite 206
Round Rock, Tx 78681

Zander Engineering And Consulting, Inc.
12713 Belcara Place
Austin, Tx 78732

**CITY OF AUSTIN
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SUPPLEMENTAL PURCHASE PROVISIONS**

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 by email to gage.loots@austinenergy.com no later than 8:00am on July 27, 2016.

2. **[RESERVED]**

3. **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.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.

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- (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$1,000,000 bodily injury per person, \$1,000,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- iv. **Professional Liability Insurance:** The Contractor shall provide coverage, at a minimum limit of \$5,000,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission, or breach of security (including but not limited to any confidential or private information) arising out of the performance of professional services under this Agreement. The required coverage shall extend to technology licensed and/or purchased, including any Software licensed or Hardware purchased under this Contract.

If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract.

- v. **Cyberliability Insurance.** The Contractor shall provide Cyber Liability Insurance coverage of not less than \$5,000,000 each claim and annual aggregate providing coverage for claims arising from (1) breach of network security, (2) alteration, corruption, destruction or deletion of information stored or processed on a computer system, (3) invasion of privacy, including identity theft and unauthorized transmission or publication of personal information, (4) unauthorized access and use of computer systems, including hackers (5) the transmission of malicious code, (6) website content, including claims of libel, slander, trade libel, defamation, infringement of copyright, trademark and trade dress and invasion of privacy and (7) Contractor acts, errors and omissions in delivering or failing to deliver its professional services.
- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
4. **BID / PROPOSAL / RESPONSE BOND: ("BOND") (Applicable to procurements requiring a Payment and/or Performance 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

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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.

5. **PAYMENT BOND: (May also include a Bid / Proposal / Response Bond / Guaranty – see paragraph 4 above)**

- A. The Contractor shall provide a Payment Bond in an amount equal to \$1,500,000 within 14 calendar days after notification of award. The Payment Bond serves as security for the faithful payment of all of the Contractor's obligations for subcontracts, work, labor, equipment, supplies, and materials furnished under the Contract. The Payment Bond shall be issued by a solvent company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by the City pursuant to applicable law. The Surety must obtain reinsurance for any portion of the risk that exceeds 10% of the Surety's capital and surplus. For bonds exceeding \$100,000, the Surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Texas and holds a certificate of authority from the U.S. Secretary of the Treasury.
- B. The Payment Bond shall remain in effect throughout the term of the Contract, and shall be renewed for each respective extension.

6. **PERFORMANCE BOND: (Must also include a Bid / Proposal / Response Guaranty / Bond – see paragraph 4 above)**

- A. The Contractor shall provide a Performance Bond in an amount equal to \$1,500,000 within 14 calendar days after notification of award. The Performance Bond serves as security for the faithful performance of all of the Contractor's obligations under the Contract. The Performance Bond shall be issued by a solvent company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by the City pursuant to applicable law. The Surety must obtain reinsurance for any portion of the risk that exceeds 10% of the Surety's capital and surplus. For bonds exceeding \$100,000, the Surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Texas and holds a certificate of authority from the U.S. Secretary of the Treasury.
- B. The Performance Bond shall remain in effect throughout the term of the Contract and shall be renewed for each respective extension.

7. **TERM OF CONTRACT:**

- A. Unless earlier terminated as provided for herein, the Contract shall become effective on the date executed by the City ("Effective Date") until the deliverables set forth in the Scope of Work through the Post-Award Phase are Complete and may thereafter, at the sole option of the City, be extended by the City for up to six (6) twelve month extension options (Support Phase).
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to resolicit and/or complete the project (not to exceed 180 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.

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- D. Required Services Prices are firm and fixed through the term of the Contract. Hourly rates are firm and fixed for the first twenty-four months. Thereafter, hourly rate price changes are subject to the Economic Price Adjustment provisions of this Contract.
8. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.
9. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)
- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Energy
Attn:	Andy Ibarra
Address	2500 Montopolis
City, State Zip Code	Austin, TX 78741

- 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.
10. **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 \$10,000 per calendar day. The Contractor therefore agrees to pay, and the City agrees to accept, as liquidated damages, the sum of \$10,000 per calendar day for each calendar day of delay.
11. **RETAINAGE:** The City will withhold ten percent (10%) retainage until completion of all work required by the Contract, through the Post-Award phase. 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.
12. **LIVING WAGES:**
- A. The minimum wage required for any Contractor employee directly assigned to this City Contract is \$13.03 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.

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- B. The City requires Contractors submitting Offers on this Contract to provide a certification (**see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$13.03 per hour. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).
- D. The Contractor shall provide to the Department's Contract Manager with the first invoice, individual Employee Certifications for all employees directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each employee directly assigned to the contract. The Employee Certification form is available on-line at https://www.austintexas.gov/financeonline/vendor_connection/index.cfm.
- E. Contractor shall submit employee certifications annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for employees added to the contract and/or to report any employee changes as they occur.
- F. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

13. **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>

14. **WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):**

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- A. Contractors are required to obtain a certified criminal background report with fingerprinting (referred to as the "report") for all persons performing on the contract, including all Contractor, Subcontractor, and Supplier personnel (for convenience referred to as "Contractor's personnel").
- B. The report may be obtained by reporting to one of the below governmental entities, submitting to fingerprinting and requesting the report [requestors may anticipate a two-week delay for State reports and up to a four to six week delay for receipt of a Federal report].
 - i. Texas Department of Public Safety for any person currently residing in the State of Texas and having a valid Texas driver's license or photo ID card;
 - ii. The appropriate governmental agency from either the U.S. state or foreign nation in which the person resides and holds either a valid U.S. state-issued or foreign national driver's license or photo ID card; or
 - iii. A Federal Agency. A current Federal security clearance obtained from and certified by a Federal agency may be substituted.
- C. Contractor shall obtain the reports at least 30 days prior to any onsite work commencement. Contractor also shall attach to each report the project name, Contractor's personnel name(s), current address(es), and a copy of the U.S. state-issued or foreign national driver's license or photo ID card.
- D. Contractor 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).

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15. **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

16. **ECONOMIC PRICE ADJUSTMENT:**

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first twenty-four months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed five percent (5%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
 - i. The following definitions apply:
 - (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
 - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
 - ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
 - (1) Utilize final Compilation data instead of Preliminary data
 - (2) If the referenced index is no longer available shift up to the next higher category index.
 - iii. **Index Identification:**

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Weight % or \$ of Base Price: 100% of hourly rate	
Database Name: Employment Cost Index	
Series ID: CIU20200001000001	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: United States (national)	
Description of Series ID: Wages and Salaries for Private Industry Workers	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: Hourly Rates	

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

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

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

17. **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.

18. **WORKING ON OR NEAR ENGERGIZED EQUIPMENT – ARC FLASH PROTECTION (reference Section 0300 Paragraph 11. Compliance With Health, Safety, and Environmental Regulations):** Contractor's employees shall wear at all times the proper personal protective equipment and clothing required for the head, face, torso, arms, hands, and lower body that provides a minimum Arc Thermal Protection Value (ATPV) of 12 calories per square centimeter (cal/cm²) when working on or near energized electrical equipment, or greater, if required by the NFPA Standard 70E and/or Article 410 of the NESC for the work being performed.

19. **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.

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20. **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 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.
21. **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.
 - 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).
22. **NETWORK ACCESS**
- Before any Contractor employees or Contractor subcontractors can be granted remote access to the Austin Energy computer network for purposes of providing Services on this Contract, an appropriately authorized Contractor representative with signature authority shall execute Austin Energy’s standard Network Connection Agreement. Additionally, Contractor shall provide to Austin Energy a completed, executed Consultant Remote Access Request form for each Contractor employee and Contractor subcontractor requiring remote access individually to the Austin Energy computer network for providing Services to City under this Contract.
23. **OWNERSHIP AND USE OF DELIVERABLES:** The City shall own all rights, titles, and interests throughout the world in and to the Deliverables.

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- A. **Patents:** As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.
- B. **Copyrights:** As to any Deliverable containing copyrighted subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such Deliverables, provided however, that nothing in this Paragraph 36 shall negate the City's sole or joint ownership of any such Deliverables arising by virtue of the City's sole or joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered work made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of Austin) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.
- C. **Additional Assignments:** The Contractor further agrees to, and if applicable, cause each of its employees to execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns, and nominees, the sole and exclusive right, title, and interest in and to the Deliverables, The Contractor's obligations to execute acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 36 A., B., and C. shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should arise to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph above.

24. **PROJECT/CONTRACT MANAGER:** The following person is designated as Project/Contract Manager under this contract and will serve as the contact points between the City and the Contractor during the term of the Contract:

Andy Ibarra
(512) 322-6852
Andy.Ibarra@austinenergy.com

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

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

*Note: The above listed Project/Contract Manager and Contract Administrator 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.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

26. **SOLICITATION CONFLICT OF INTEREST:**

As stated in the Scope of Work (Section 0500), the purpose of this solicitation is to engage a Consultant to provide assistance to the City of the replacement, upgrade and support of a new SCADA/EMS system. If determined by the City that there would be an unfair advantage or overall conflict of interest, the selected Contractor and Subcontractors will be precluded from responding to any solicitation that is developed by the SCADA/EMS Consultant or otherwise supported by the SCADA/EMS Consultant.

Scope of Work

SOLICITATION NO. RFP GAL0025

***Supervisory Control and Data Acquisition (SCADA) / Energy Management System
(EMS) Project Consulting***

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1.0 INTRODUCTION/PURPOSE

The City of Austin, D/B/A Austin Energy (AE), seeks proposals in response to this Request for Proposal (RFP) from consulting firms qualified and experienced in providing assistance for the replacement / upgrade of its existing Supervisory Control and Data Acquisition/Energy Management System (SCADA/EMS). This replacement is necessary due to the imminent end of life for AE's existing system and the hardware on which it is dependent.

AE is currently using an ABB NMR 3 Ranger System with advanced applications, which is seamlessly integrated with major automated systems that are critical to the efficient and cost-effective operations and marketing of AE services and products. AE's existing system is positioned to support a deregulated competitive market should this become a requirement for some municipal electric entities in Texas. AE is a participant in the Electric Reliability Council of Texas Independent System Operator (ERCOT ISO).

The existing SCADA system enables operation as a Transmission and Distribution Service Provider (TDSP), and is an open distributed architecture system that also supports:

- Electric utility control center Open Architecture Standard
- ERCOT Transmission Open Access Trading and Operations
- ERCOT data link/Inter-control Center Communications Protocol (ICCP)

AE is seeking a Consultant to oversee and facilitate the transition from the existing system to the implementation of, preferably, a standard, field-proven, and non-customized system that matches the existing system's capabilities and provides for future process improvement and application integration.

The duration of the project may be up to ten years and the scope of activities encompasses four phases:

1. **Pre-Solicitation Phase** – the Consultant shall conduct strategic planning, perform assessment of existing SCADA/EMS, and analyze replacement options in order to develop RFP documents for the Solicitation seeking the vendor to perform the installation.
2. **Solicitation Phase** – the Consultant shall assist AE with the Solicitation and selection of the vendor that will install the new SCADA/EMS. Activities include, but are not limited to, assisting in the evaluation and selection process.
3. **Post-Award Phase** – the Consultant shall support the new system implementation, including but not limited to project management oversight, coordination between SCADA/EMS vendor and AE staff, and administering the continued maintenance and operation of existing system up to production cutover.
4. **Support Phase** – after production cutover, the Consultant shall monitor regulatory requirements applicable to SCADA/EMS, report to AE any changes necessary to remain in compliance, and assist AE with implementation of the changes.

2.0 BACKGROUND

2.1 Austin Energy Overview

Austin Energy is the nation's eighth largest publicly-owned electric utility and a department of the City of Austin. Our mission is to safely deliver clean, affordable, reliable energy and excellent customer service. Austin Energy has a generation capacity of 2,471 megawatts (MW) and had a peak load of 2,735 MW last year.

Our utility provides electricity to more than 440,000 customers and a population of more than a one million in the City of Austin, several neighboring cities, unincorporated areas of Travis County, and a portion of Williamson County.

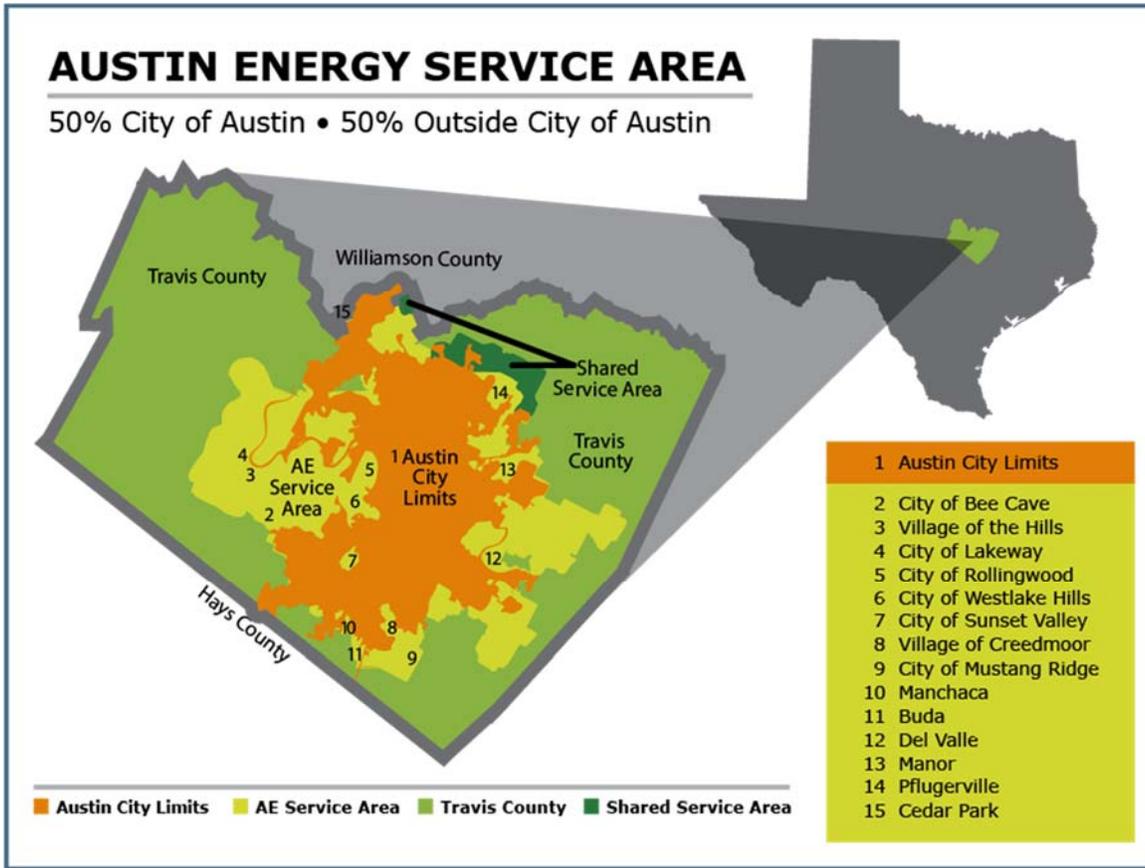
Our operations are funded entirely through energy sales and services, and the utility operates within the Electric Reliability Council of Texas statewide market. Austin Energy further supports the City of Austin and its other departments through an annual transfer into the general fund of more than \$100 million.

Austin Energy is recognized for achieving some of the highest performance standards in the industry. These standards include aggressive renewable and reliability goals and demonstrated efforts to promote new clean energy technologies and a sustainable environment.

The Austin Energy electric system serves a 437 square mile area, including Austin and portions of Travis and Williamson counties consisting of:

- More than 5,400 miles of overhead primary and secondary power lines
- Almost 6,000 miles of underground primary and secondary lines
- 624 miles of transmission lines
- 12 transmission substations and 61 distribution substations
- 13 internal generators at 2 power plants
- 4 jointly owned generation units with dynamic schedules
- 15 tie-lines, 127 remote terminal units (RTU's) native protocols
- Scanning of 41888 status and 16856 analog points and 311 accumulators

2.2 Austin Energy Service Area



3.0 PROJECT OBJECTIVES OVERVIEW

#	Description	Deliverable ID	Estimated Duration
PRE-SOLICITATION:			
1	Develop Gap Analysis, Systems Interface strategy (ADMS / middleware), and any other research/preparation for RFP development	4.2.22 4.2.22.1-4.2.22.2 4.2.25 4.2.26 4.2.26.2-4.2.26.4 4.2.27 4.2.27.1-4.2.27.3 4.2.30	8 weeks
2	Develop SCADA / EMS specifications for RFP *	4.2.31 4.2.32	9 weeks
SOLICITATION:			
3	Assist with determining vendor short list		1 week
4	Assist with vendor response evaluations	4.2.37	4 week
POST-AWARD:			
5	Kick-off/Requirements and Design Confirmation *	4.2.39 4.2.40 4.2.50	3 weeks
6	Deployment / system implementation	4.2.52	12 months
7	Factory Acceptance Test (FAT) *		6 months
8	System installation and Site Acceptance Test (SAT) *		10 months
9	Production Cutover		4 weeks
10	Holdback 90 days after Production Cutover		12 weeks

* Indicates Key Milestones.

4.0 SCOPE OF WORK

4.1 Replacement SCADA/EMS Functions

Austin Energy requires the replacement SCADA/EMS to provide the following functionality:

- 4.1.1 Integrated Inter-Control Center Protocol (ICCP), and EA (Enterprise Agreement) OSIsoft PI Historian Interfaces
- 4.1.2 EMS Advanced Applications for monitoring, analysis, operational awareness, and decision making support such as, but not limited to:
 - 4.1.2.1 Load Flow (LF), Load Forecasting, State Estimator (SE), Contingency Sections (CS), Contingency Analysis (CA), Optimal Power Flow (OPF), Short Circuit Analysis (SCA), Dispatcher Power Flow (DPF), Voltage Stability Analysis (VSA), etc.
- 4.1.3 Model tool capable of periodically importing ERCOT operational model with incremental updates by initiating an automated process.
- 4.1.4 Support ERCOT's dynamic rating of the transmission and distribution equipment
- 4.1.5 Dispatcher Training Simulator (DTS) with Save Case and Historical Imports
- 4.1.6 The replacement SCADA/EMS must be cyber secure and capable of NERC/CIP 'compliance automation'.

Note: The six items outlined above are referenced throughout this SOW as "4.1.1 - 4.1.6".

4.2 Consultant Responsibilities

Continuous Tasks and Considerations throughout Contract Term

- 4.2.1 Consultant shall commence work within two weeks of Contract execution.
- 4.2.2 Consultant shall provide technical and project management expertise.
- 4.2.3 Consultant shall facilitate procurement of outsourced support for the existing SCADA/EMS for the duration of the Contract.
 - 4.2.3.1 Consultant shall ensure business continuity of AE operations related to SCADA/EMS as AE resources are transitioned to supporting the RFP and implementation for the new system.
 - 4.2.3.2 Consultant shall perform due diligence regarding available options, present options to AE, and manage the process for establishing the outsourced support by supporting administrative procurement steps until successfully transitioning daily support to the outsourced option.
- 4.2.4 Consultant shall develop an automated testing methodology to confirm successful transition.
- 4.2.5 Consultant shall support the testing process with technical assistance and defect resolution.
- 4.2.6 Consultant shall not receive/accrue any financial benefit as a result of Consultant's assistance with SCADA/EMS vendor selection.
- 4.2.7 Consultant shall utilize industry experience to provide the best practice advice throughout the Contract.

- 4.2.8 Consultant is responsible for assisting with executive level project communications, including preparing supporting documentation and presentations related to the project for the City Council, Electric Utility Commission, and any other key organization or panel, as directed by AE.
- 4.2.9 Consultant shall source necessary skill sets and appropriately staff to the level of need at different points during the contract term.
- 4.2.10 Consultant shall represent AE's position, in coordination with AE PM, when working with individual product vendors and managing any required procurements (hardware/software/systems) to align delivery dates in accordance with the project schedule tasks.
- 4.2.11 Consultant shall attend meetings and conference calls as part of the project schedule or as required.
- 4.2.12 **Deliverable:** Consultant shall produce risk assessment and mitigation plans, including review and reconfirmation of risk analysis performed under the Technology Strategy and Roadmap (TS&R). Consultant shall document probable risks and will provide recommendations / options to mitigate probable risks.
- 4.2.13 **Deliverable:** Consultant shall be responsible for drafting, developing, delivering and managing the Project Schedule. Consultant shall maintain and update the Project Schedule to ensure project objectives and key deadlines are met.
- 4.2.14 Upon award of the Contract, the Contractor shall perform all scheduling activities with Microsoft Project, such that all schedules are periodically transmitted to Austin Energy in both hard copy and electronic formats. Austin Energy desires to schedule its own resources within the same schedule format noting critical interdependencies between Austin Energy project tasks and key Contractor milestone and tasks.
- 4.2.15 Consultant shall provide weekly status reports to the AE PM up through production cutover. Consultant shall work with AE to define the content and format requirements for these reports under the project planning document, which will be initially developed by AE and subsequently approved by Consultant.
- 4.2.16 Consultant shall communicate to the AE PM on a weekly basis through production cutover any risks or issues that arise during the execution of this engagement and that may impact the critical path and project completion date.
- 4.2.17 Consultant shall stay on schedule and facilitate timely delivery of the SCADA/EMS upgrade plus the new functionality described in the requirements.
- 4.2.18 Consultant will coordinate with the SCADA/EMS Vendor to demonstrate that the stated security levels for cyber vulnerability are actually in place, and provide detailed penetration test results that meet or exceed AE requirements.
- 4.2.19 Consultant shall ensure the software and any hardware or console provided by the SCADA/EMS vendor meets or exceeds NERC CIP compliance standards and demonstrate that requirements are satisfied. AE requires the SCADA/EMS vendor's equipment to be NERC CIP compliant without requirement for any additional 3rd party solutions or ancillary products.
- 4.2.20 Consultant shall provide support to develop, renew, assist, and research any project details as necessary.
- 4.2.21 AE expects the duration of the Contract to be up to ten years. Consulting service will be used for future enhancement and regulatory requirements.

Pre-Solicitation Phase

- 4.2.22 **Deliverable:** Beginning in the pre-solicitation phase, the Consultant shall develop a strategic technology plan and will provide implementation assistance for a replacement SCADA / EMS based on that plan through the post-award phase. Consultant shall develop a plan that will best accomplish AE initiative and provide measurable results.
- 4.2.22.1 **Deliverable** Consultant shall create a plan to include, at minimum, a mission/vision statement, needs assessment, technology initiative descriptions, goal statement, objectives (measurable and observable), hardware/software/facility resource requirement, instructional resources requirement/staff development plan, and budget.
 - 4.2.22.2 **Deliverable** Consultant shall develop Needs Assessment / Business Case for replacement SCADA/EMS, including but not limited to the following:
 - 4.2.22.3 Current State Assessment, Discovery and Evaluation
 - 4.2.22.4 Business Case / Cost Benefit Analysis
 - 4.2.22.5 Consultant shall develop facility requirements to support placement of replacement SCADA/EMS.
- 4.2.23 Consultant shall provide expertise regarding the possibilities relating to SCADA / EMS and its integration with AE major automated systems, including but not limited to:
- 4.2.23.1 Automatic Meter Reading (AMR) fit
 - 4.2.23.2 Outage Management
 - 4.2.23.3 Corporate LAN (Enterprise Computing)
 - 4.2.23.4 System Engineering (Note: sealed and stamped drawings are not required.)
 - 4.2.23.5 ICCP
 - 4.2.23.6 Optimized Voltage Control
 - 4.2.23.7 MV-90 Interface
 - 4.2.23.8 Advanced Distribution Management System (ADMS) Applications
 - 4.2.23.9 Operator Training Simulator
 - 4.2.23.10 Automated Connectivity Determination
 - 4.2.23.11 Load Management and other emerging technologies
 - 4.2.23.12 Battery Storage
 - 4.2.23.13 SHINES Optimizer
- 4.2.24 Consultant shall assist in developing the IT infrastructure requirements regarding network that will be included in the Solicitation seeking the vendor to install the replacement SCADA/EMS.
- 4.2.25 **Deliverable:** Consultant shall provide a “backup” personnel plan to minimize the impact to the AE contract schedule and maximize the transfer of knowledge specific to the AE contract.
- 4.2.26 **Deliverable:** Consultant shall perform a gap analysis assessment for Austin Energy SCADA/EMS users focused on the AE current technology compared against the existing technology available in the market for enhanced information and tools to perform their duties more effectively. Gap analysis must, at a minimum, include the following:
- 4.2.26.1 Consultant shall determine and document the SCADA / EMS requirements associated with the Texas power industry deregulation.
 - 4.2.26.2 **Deliverable:** Consultant shall evaluate the current state of AE's existing SCADA / EMS environment and document its approach (methodology) for performing the

current state assessment of an existing SCADA / EMS environment. Note: This documented process will be reviewed by AE.

- 4.2.26.3 **Deliverable:** Consultant shall determine and document technical requirements for the replacement upgrade SCADA / EMS.
- 4.2.26.4 **Deliverable:** Consultant shall determine and document interface requirements with AE applications, including but not limited to, geo-spatial information systems (GIS), outage management (OMS/ADMS), work management, substation automation, distribution automation (DA), ERCOT OASIS, and other major operational systems.
- 4.2.27 **Deliverable:** Consultant shall prepare a recommendation for the AE staffing of project teams, to include:
 - 4.2.27.1 Makeup of project teams, including roles and qualifications
 - 4.2.27.2 Number of staff to perform each project role
 - 4.2.27.3 Percent of participation for each team member required to meet the proposed implementation schedule
- 4.2.28 Consultant shall ensure NERC/CIP 'compliance automation' is included in the SCADA/EMS requirements specification.
- 4.2.29 Consultant shall conduct a self-assessment audit, resolve deficiencies and report any remaining gaps to AE.
- 4.2.30 **Deliverable:** Consultant shall provide a methodology for successfully testing using RTU simulator (e.g. OpalSoft) to reduce risk of migration, then on-line RTUs in parallel with the EMS. a detailed cutover plan, which may include a point-to-point test is required.
- 4.2.31 **Deliverable:** Consultant shall develop a proposal, including hardware recommendations, for the appropriate engineering and information technology infrastructure to maximize to functionality of the replacement SCADA/EMS for each of the following systems/components, and will support AE's initiative for a seamless integration of critical automated systems: (Note: sealed and stamped drawings are not required.)
 - 4.2.31.1 Applications and technologies
 - 4.2.31.2 Data requirements
 - 4.2.31.3 Hardware and software configurations
 - 4.2.31.4 System architecture
 - 4.2.31.5 Integration and interface requirements
 - 4.2.31.6 Existing and expected functionality
 - 4.2.31.7 Functional strengths, deficiencies and/or weaknesses
 - 4.2.31.8 Uncontrollable constraints
- 4.2.32 **Deliverable:** Consultant shall assist AE in review of previously outlined specifications and business case results to ensure AE has not overlooked any critical business needs or future requirements which should be included in the RFP in the consultant's opinion. Consultant shall develop RFP scope and SCADA / EMS functionality (4.1.1 - 4.1.6), outlined in Section 3.0, specifications (per business case results and AE direction)

Solicitation Phase

- 4.2.33 Consultant shall assist AE in choosing an open distributed architecture SCADA / EMS that satisfies AEspecified requirements and provides flexibility for continuous hardware/software upgrades for future deregulation requirements.
- 4.2.34 Consultant shall assist AE with evaluation of Proposers, as necessary.
 - 4.2.34.1 Consultant shall assist AE with coordination of site presentations with vendors and scoring.
 - 4.2.34.2 Software: Consultant shall perform evaluation and recommendation of SCADA/EMS vendor for supplying and installing replacement SCADA/EMS system.
 - 4.2.34.3 Hardware: Consultant shall assist in bid equipment evaluation prior to award.
 - 4.2.34.4 Consultant shall research and clarify bid questions and concerns in conjunction with the AE Project Team.
- 4.2.35 Consultant shall facilitate and provide support regarding advanced applications modeling efforts, at a minimum detailing EMS Apps (4.1.1 - 4.1.6).
- 4.2.36 **Deliverable**: Consultant shall identify and provide a Business Case/Cost Benefit Analysis based on the following criteria:
 - 4.2.36.1 Implementation costs to include all internal and external costs for manpower, materials and equipment, hardware and software, system maintenance, interfacing, outside services, loss of revenues and other identified costs
 - 4.2.36.2 Analysis of quantitative and qualitative benefits that should be achieved from the recommended implementations
 - 4.2.36.3 Schedule of the expected return on investment that should be realized by the completion of the systems implementations
- 4.2.37 Consultant shall complete vendor selection and tabulation of bids.

Post-Award Phase

- 4.2.38 Consultant shall provide expertise regarding the possibilities relating to SCADA / EMS and its integration with AE systems and applications, including but not limited to:
 - 4.2.38.1 Automatic Meter Reading (AMR) fit
 - 4.2.38.2 Outage Management
 - 4.2.38.3 Corporate LAN (Enterprise Computing)
 - 4.2.38.4 System Engineering (Note: sealed and stamped drawings are not required.)
 - 4.2.38.5 ICCP
 - 4.2.38.6 Optimized Voltage Control
 - 4.2.38.7 MV-90 Interface
 - 4.2.38.8 Advanced Distribution Management System (ADMS) Applications
 - 4.2.38.9 Operator Training Simulator
 - 4.2.38.10 Automated Connectivity Determination
 - 4.2.38.11 Load Management and other emerging technologies
 - 4.2.38.12 Battery Storage
 - 4.2.38.13 SHINES Optimizer

- 4.2.39 **Deliverable:** Consultant shall prepare a recommendation for the AE staffing of project teams, to include:
- 4.2.39.1 Makeup of project teams
 - 4.2.39.2 Number of staff to perform each project role
 - 4.2.39.3 Percent of participation for each team member required to meet the proposed implementation schedule
- 4.2.40 **Deliverable:** Consultant shall work with the SCADA/EMS vendor to develop and deliver a training program on the new system. Trainees will, at a minimum, include Operators, Administrators, Technical Support roles, and Network Administrators. The training will adhere to the topics and durations defined in the RFP for the SCADA/EMS vendor.
- 4.2.41 Consultant shall assist AE in contract negotiations with SCADA/EMS vendor to ensure the terms are enforceable and of sufficient detail to achieve project objectives.
- 4.2.42 Consultant shall review any contracts, presentations, staffing recommendations, and communication plans related to the SCADA/EMS upgrade, and to recommend changes, as necessary
- 4.2.43 Consultant shall respond to any potential delays communicated by the SCADA/EMS vendor by facilitating solutions that will not impact production cutover. If such delays will impact a key milestone or production cutover, Consultant shall create a revised approach to be presented to the stakeholders for review/approval.
- 4.2.44 Consultant shall actively manage system implementation.
- 4.2.45 Consultant shall manage Factory Acceptance Testing (FAT) and Site/System Acceptance Testing (SAT).
- 4.2.46 Consultant shall provide engineering and technical subject matter expert support for the procurement, installation, and implementation of the SCADA/EMS system. (Note: sealed and stamped drawings are not required.)
- 4.2.47 Consultant shall provide a technical writer/resource to develop and document new processes in order to maintain ISO 9001 compliance.
- 4.2.48 Consultant shall be responsible for conducting vulnerability and penetration testing to support NERC/CIP compliance.
- 4.2.49 Consultant shall assist Austin Energy as needed to specify any equipment and communication changes for AE-specified sites/buildings and substations.
- 4.2.50 **Deliverable:** Consultant shall prepare a high-level implementation plan that includes budget, schedules, resources, and risk identification.
- 4.2.51 Systems Implementation Strategy: Consultant shall define and execute the tasks required to occur between development of system requirements and testing.
- 4.2.52 **Deliverable:** Deployment Strategy: Consultant shall document define and execute the tasks required to occur between testing completion and production cutover.
- 4.2.53 Consultant shall develop any necessary acceptance and/or testing requirements.
- 4.2.54 Consultant shall assist Austin Energy in developing SCADA/EMS one-line views.
- 4.2.55 Consultant shall revisit items 4.2.27.3 and 4.2.27.4 from the Gap Analysis task (4.2.27) and determine whether revisions or clarifications are necessary:

Support Phase

- 4.2.56 Consultant shall monitor regulatory changes, present back to AE, and support implementation of any necessary changes.
- 4.2.57 Consultant shall support for any future regulatory enhancements of the SCADA/EMS, as necessary.
- 4.2.58 Consultant shall be responsible for conducting vulnerability and penetration testing to support NERC/CIP compliance, as requested.
- 4.2.59 Consultant shall develop any necessary acceptance and/or testing.

4.3 Project Approach

Consultant shall leverage current industry trends towards SCADA /EMS systems integration, while adhering to best practices for service oriented architecture (SOA), and will recommend an integration solution that promotes real-time data exchange and opportunities for future distribution SCADA / automation functionality.

Consultant shall develop a strategic technology plan and estimated schedule for implementing the recommendations provided. After product specifications are complete in the RFP, AE will perform bid process, evaluate vendor bids, and will handle the bid award process. Provider's scheduling time frame can be based on the bid award date. The deployment strategy will include the following components at a minimum:

- 4.3.1 Quarterly milestones
- 4.3.2 Schedule for implementation schedule and cutover of all recommended systems
- 4.3.3 Schedule for gaining functionality, if not available at implementation
- 4.3.4 Schedule for realizing benefits, and description of benefit type (financial or otherwise)

4.4 Austin Energy's Responsibilities

- 4.4.1 AE will have at least one backup SCADA/EMS at a remote site(s) in addition to the primary site.
- 4.4.2 AE will immediately notify the Consultant and/or executives of the other party about a resource that is not qualified to deliver the defined requirements in the SOW. At that point, the PM's will work to identify an appropriate replacement or remediate the issue.
- 4.4.3 AE will review and approve deliverables, reports, and presentations created by Consultant.
- 4.4.4 AE will provide resources to plan for and execute acceptance of the newly deployed software features.
- 4.4.5 Provide the Consultant with the necessary training regarding AE internal processes/policies.
- 4.4.6 Assist the on-boarding and off-boarding process for the Consultant(s) and any additional personnel.
- 4.4.7 AE IT will complete the network upgrades required to support the new SCADA EMS prior to the beginning of FAT.

- 4.4.8 AE will provide on-site work area(s) and the use of equipment necessary to complete the contract.
- 4.4.9 AE will provide descriptions of its relevant existing automated systems, including system architecture, integration and interfaces, and functionality.

4.5 Assumptions

- 4.5.1 Consultant will be selected and on board by 1/03/2017.
- 4.5.2 Project work will be completed primarily onsite, with initial project kickoff design and configuration workshops held on-site and others via teleconference.
- 4.5.3 All stakeholders will be identified early in the project planning and will take ownership and contribute to all applicable project documents. All stakeholders will help identify dependencies, risks, and mitigation plans to capture in the project plan. Application owner(s), business owners, and subject matter experts will actively participate in the project implementation.
- 4.5.4 Technical requirements will be developed and clarified throughout the term of the Contract.
- 4.5.5 Deliverable Acceptance will follow the procedure documented in the 0400 - Acceptance.
- 4.5.6 AE IT resource availability for technical consult and development of applicable integrations must be pre-scheduled through appropriate channels.

5.0 KEY DELIVERABLES TABLE

ID#	When	High Level Requirement Description
4.2.12	Throughout Contract Term	Consultant shall produce risk assessment and mitigation plans, including review and reconfirmation of risk analysis performed under the Technology Strategy and Roadmap (TS&R). Consultant shall document probable risks and will provide recommendations / options to mitigate probable risks.
4.2.13	Throughout Contract Term	Consultant shall be responsible for drafting, developing, delivering and managing the Project Schedule. Consultant shall maintain and update the Project Schedule to ensure project objectives and key deadlines are met.
4.2.22 4.2.22.1 4.2.22.2	Pre-Solicitation Phase	Beginning in the pre-solicitation phase, the Consultant shall develop a strategic technology plan and will provide implementation assistance for a replacement SCADA / EMS through the post-award phase. Develop Needs Assessment / Business Case for replacement SCADA/EMS. Current State Assessment, Discovery and Evaluation Business Case / Cost Benefit Analysis Develop facility requirements to support placement of replacement SCADA/EMS.
4.2.25	Pre-Solicitation Phase	Consultant shall provide a backup personnel plan to minimize the impact to the AE contract schedule and maximize the transfer of knowledge specific to the AE contract.
4.2.26 4.2.26.2 4.2.26.3 4.2.26.4	Pre-Solicitation Phase	Consultant shall perform a gap analysis assessment for Austin Energy SCADA/EMS users focused on the AE current technology compared against the existing technology available in the market for enhanced information and tools to perform their duties more effectively. Gap analysis must, at a minimum, include the following Consultant shall evaluate the current state of AE's existing SCADA / EMS environment and document its approach (methodology) for performing the current state assessment of an existing SCADA / EMS environment. Note: This documented process will be reviewed by AE. Consultant shall determine and document technical requirements for the replacement upgrade SCADA / EMS. Consultant shall determine and document interface requirements with AE applications, including but not limited to, geo-spatial information systems (GIS), outage management (OMS/ADMS), work management, substation automation, distribution automation (DA), ERCOT OASIS, and other major operational systems.
4.2.27 4.2.27.1	Pre-Solicitation Phase	Consultant shall prepare a recommendation for the AE staffing of project teams, to include:

4.2.27.2 4.2.27.3		<p>Makeup of project teams</p> <p>Number of staff to perform each project role</p> <p>Percent of participation for each team member required to meet the proposed implementation schedule</p>
4.2.30	Pre-Solicitation Phase	<p>Consultant shall provide a methodology for successfully testing using RTU simulator (e.g. OpalSoft) to reduce risk of migration, then on-line RTUs in parallel with the EMS. a detailed cutover plan, which may include a point-to-point test is required.</p>
4.2.31	Pre-Solicitation Phase	<p>Consultant will develop a proposal including hardware recommendations for the appropriate engineering and information technology infrastructure to maximize to functionality of the replacement SCADA / EMS system for each of the following systems/components, and will support AE's initiative for a seamless integration of critical automated systems: (Note: sealed and stamped drawings are not required.)</p> <p>Applications and technologies</p> <p>Data requirements</p> <p>Hardware and software configurations</p> <p>System architecture</p> <p>Integration and interface requirements</p> <p>Existing and expected functionality</p> <p>Functional strengths, deficiencies and/or weaknesses</p> <p>Uncontrollable constraints</p>
4.2.32	Pre-Solicitation Phase	<p>Consultant shall develop RFP scope and SCADA / EMS functionality (4.1.1 - 4.1.6), outlined in Section 3.0, specifications (per business case results and AE direction)</p>
4.2.36	Solicitation Phase	<p>Consultant shall identify and provide a Business Case/Cost Benefit Analysis based on the following criteria:</p> <p>Implementation costs to include all internal and external costs for manpower, materials and equipment, hardware and software, system maintenance, interfacing, outside services, loss of revenues and other identified costs</p> <p>Analysis of quantitative and qualitative benefits that should be achieved from the recommended implementations</p> <p>Schedule of the expected return on investment that should be realized by the completion of the systems implementations</p>
4.2.39	Post-Award Phase	<p>Consultant shall prepare a recommendation for the AE staffing of project teams, to include:</p> <p>Makeup of project teams</p> <p>Number of staff to perform each project role</p> <p>Percent of participation for each team member required to meet the proposed implementation schedule</p>

4.2.40	Post-Award Phase	Consultant shall work with the SCADA/EMS vendor to develop and deliver a training program on the new system. Trainees will, at a minimum, include Operators, Administrators, Technical Support roles, and Network Admins. The training will adhere to the topics and durations defined in the RFP for the SCADA/EMS vendor.
4.2.50	Post-Award Phase	Consultant shall prepare a high-level implementation plan that includes budget, schedules, resources, and risk identification.
4.2.52	Post-Award Phase	Deployment Strategy: Consultant shall document define and execute the tasks required to occur between testing completion and production cutover.

6.0 DEFINITIONS

Reference Section 0100, City of Austin Standard Purchase Definitions

ADMS means Advanced Distribution Management System.

ERCOT means Electric Reliability Council of Texas.

FAT means Factory Acceptance Test.

ICCP means Inter-Control Center Protocol.

LAN means Local Area Network.

MW means Megawatt.

NERC/CIP means North American Electric Reliability Corporation/Critical Infrastructure Protection.

RTU (Remote Terminal Unit) is a microprocessor-controlled electronic device that interfaces objects in the physical world to a distributed control system or SCADA (supervisory control and data acquisition) system by transmitting telemetry data to a master system, and by using messages from the master supervisory system to control connected objects. Another term that may be used for RTU is remote telecontrol unit.

SAT means System Acceptance Test.

SCADA/EMS means Supervisory Control and Data Acquisition/Energy Management System.

SCADA/EMS Vendor is the selected manufacturer/distributor of the SCADA systems that AE will implement under the SCADA/EMS Replacement Project.

SOA means Service Oriented Architecture.

TDSP means Transmission Distribution Service Provider.

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1. PROPOSAL FORMAT

Prefacing the proposal, the Proposer should provide an Executive Summary describing the proposal including any goods and services to be provided.

The proposal itself should be organized in the following format and informational sequence:

A. Business Organization and Stability:

- i. Provide full name and address of your organization and identify parent company if Proposer is a subsidiary.
- ii. If applicable, specify the branch office or other subordinate element which will perform, or assist in performing, work herein.
- iii. Indicate whether the Proposer organization operates as a partnership, corporation, or individual.
- iv. Include the State(s) in which incorporated or licensed to operate.
- v. Provide the number of years Proposer has been in the business of planning, procuring, and implementing electric utility SCADA/EMS Systems.
- vi. Provide the number of years Proposer has been involved in NERCIP certification particularly as it relates to electric utility SCADA/EMS.
- vii. Within the last three years, indicate whether the Proposer has experienced any changes in ownership or external investment in the division or corporate entity responsible for SCADA/EMS projects, including the loss of any key personnel. If so, provide a description of the change(s).
- viii. Indicate whether Proposer has any pending or future changes in ownership or external investment in the division or corporate entity responsible for SCADA/EMS projects, including the potential loss of key personnel. If so, provide a description of the pending/future change(s) and mitigation plans as applicable.
- ix. Indicate whether Proposer is now or has in the last three years been in a declared state of bankruptcy. If so, describe the present situation.
- x. Indicate whether Proposer is involved in any active or pending litigation, and if so, a description of the present situation.
- xi. Provide a company-level organizational chart.

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, with milestone payments as mutually determined to be appropriate. Ten percent (10%) of the total contractual price through Post Award phase will be retained until submission and acceptance of all associated 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. The Cost shall include and account for the impact of resource additions that may be required to meet the performance requirements.

Required Services	Proposed Cost
Full delivery of Services and Deliverables as required in this Solicitation and/or resultant Contract— Pre-Solicitation Phase	\$
Full delivery of Services and Deliverables as required in this Solicitation and/or resultant Contract— Solicitation Phase	\$
Full delivery of Services and Deliverables as required in this Solicitation and/or resultant Contract— Post-Award Phase	\$
Full delivery of Services and Deliverables as required in this Solicitation and/or resultant Contract— Support Phase	\$
Total Cost of Full delivery of Services and Deliverables as required in this Solicitation and Resultant Contract:	\$

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- i. In addition, provide hourly rates and job titles for all personnel proposed to perform under this Contract, including, but not limited to the titles in paragraph 1.F.ii of this section 0600.
- ii. Travel expenses. For the period from inception through Post Award phase (including production cutover), travel shall be included in the proposed cost. In the Support Phase, travel expenses directly related to this project may be reimbursable upon advance written approval by City Project Manager or designee. All travel lodging expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

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

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

- D. **Proposed Solution and Program:** Austin Energy requires the Consultant to submit a proposal that clearly addresses the requirements and plan for accomplishing required work. Include such time-related displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and decision points related to the Scope of Work and your plan for accomplishment. The proposal should include the following information:

- i. The Consultant's understanding of Scope of Work outlining this project and summarizing the basic approach(es) to providing consulting assistance.
- ii. Methodology description that enables Austin Energy to assess the Consultant's capability to conduct this assignment in a structured and efficient manner.
- iii. Work Plan details with specific task descriptions to demonstrate that the Consultant has considered all aspects of the assignment.
- iv. Deliverable items providing individual descriptions and samples of documents to be delivered to Austin Energy.
- v. Schedule details that address the expressed Austin Energy requirements and reflect the Consultant's experience on projects of similar scope.

Should the Proposer have concerns about meeting any requirements stipulated in the RFP, the proposal submission must include a clearly labeled section specifically identifying assumptions, constraints, concerns, and/or exceptions.

- vi. **Project Management Structure/Committed Project Staff:** 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.

Austin Energy regards continuous and committed staffing to be essential to the successful implementation of this project. Therefore, the proposal should include a formal project organization including all proposed personnel that would be assigned to Austin Energy project. Upon award of contract, Contractor may not substitute the Contractor's project staff as approved

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- by Austin Energy without Austin Energy's subsequent approval. Staffing information in the proposal should include:
- a. Project organization chart specific to the Austin Energy project
 - b. Company organization chart indicating the relationship between the Austin Energy project team and Contractor resources.
 - c. Austin Energy project availability grid, indicating each member, project position, and percentage of the individual time commitment over the entire contract period.
 - d. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.
- vii. Schedule: Per the Scope of Work (Section 0500) the City requires a fully operational SCADA system in full production use in early 2020.
- a. Describe your ability and commitment to meet this schedule.
 - b. Provide target dates for the project payment milestones stated in the Supplemental Purchase Provisions (0400). This should include any intermediate deliverables for each milestone payment.
 - c. Proposer shall review the high level schedule in the 0500 and propose any suggested adjustments for both the RFP (to select a new SCADA vendor) and the project implementation, while respecting the 2020 deadline for a fully operational SCADA system in full production use.
 - d. If different than the AE proposed timeline, the Proposer shall provide a detailed Implementation Schedule indicating major Contractor and Austin Energy activities, major completion milestone events, payment milestones, and interdependencies between events. The schedule shall be in terms of months After Receipt of Order (ARO) – not absolute dates.
- E. Company Experience: Proposer should demonstrate relevant experience and capabilities that include the following. In responding to this section. Proposers should retype the numbered questions/statements and respond after each one.

Minimum Qualifications:

The Proposer shall have verifiable experience within the past five years with the requirements planning, specifying, procurement, and implementation of SCADA/EMS systems. In addition the Proposer shall have verifiable experience within the past five years in the migration of electric utility, SCADA/EMS databases and displays from existing (legacy) systems to the newly implemented system. Proposer should provide names of any Electric Utilities that can verify such experience, project duration dates, and completion status.

Preferred Qualifications:

The Proposer should meet the following set of criteria to be considered qualified to select and implement a new SCADA/EMS. The Proposer's response shall substantiate how well these criteria are met. Austin Energy reserves the right to waive any minor technicality if it is determined by the Evaluation Team to be in AE's best interest. In responding to this section, Proposers should retype the numbered questions/statements and respond after each one.

- i. The Proposer should have an in-depth understanding of the ERCOT ISO Operations, electric power industry deregulation as defined by Texas Senate Bill 7, and electric power marketing.
- ii. The Proposer should have experience, within the past three years, in planning, specifying, procuring, and implementing integrated SCADA/EMS with Outage Management Systems, Geo-Spatial Information Systems and Work Management Systems.

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- iii. Proposer should be well versed in NERC/CIP standards and provide expert opinion regarding the degree to which the SCADA/EMS vendor satisfies AE's requirement.
- iv. Qualifications of the Consultant's organization covering background experience connected with EMS systems that have prepared the Consultant for undertaking this assignment.
- v. Representative Project Descriptions covering similar project assignments conducted by the Consultant on behalf of Electric Utilities. (If Respondent is going to specify Electric Utilities on this item, then do so under Minimum Qualifications, item "i" as well.)
- vi. Client References with names of individuals (preferably managers of projects), and contact information that enable Austin Energy to verify work history. 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. Supply the project title, year, and reference name, reference name's title, and contact information for principal person for whom prior projects were accomplished.

For each reference, supply at minimum the following information:

- Project Title
 - Year
 - Reference Name, Title and contact information
 - Name(s) of key personnel participating on the project
 - Rates for each principal
 - Description of work performed
 - Project Duration
 - Total Cost of the Project
- vii. The Proposer should have experience documenting requirements and issuing RFP's for similarly large/complex projects, project managing the full scale SCADA implementations, including build, testing, deployment/delivery phases and delivered at least three operational SCADA/EMSs where the number of RTU's, the total number of points in the database, and the number of user workstations is comparable in size or exceed Austin Energy's requirements. Proposer should list the names of clients where this experience applies.
 - viii. The Proposer should have in-depth knowledge and experience of SCADA systems, including aptitude regarding the similarities and differences of functions across vendor/manufacturer, and experience analyzing pros/cons in order to ultimately select the best fit for AE. Proposer should describe the level of aptitude regarding SCADA systems experience, including names of clients and associated SCADA vendor/manufacturer implementations.
 - ix. The Proposer should be qualified and experienced in providing strategic planning, ERCOT Network Operational Model assistance, understanding of ERCOT Regulatory requirements, factory acceptance testing, site acceptance testing, NERC/CIP documentation, Network penetration testing and implementation assistance for the replacement upgrade of an existing Supervisory Control and Data Acquisition/Energy Management System (SCADA/EMS). Proposer should list the names of the clients where this experience applies.
 - x. The Proposer should be experienced with LAN (local area network)-based systems built on an open system architecture using recognized standards current industry and emerging network technologies. The Proposer should have delivered and made fully operational at least two SCADA/EMSs in the past two years having such an architecture, or similar. Proposer should list the names of the clients where this experience applies.
 - xi. The Proposer should be experienced delivering interfaces with the SCADA/EMS with the host utility's Corporate wide area network WAN. The interface should allow secure read-only access to SCADA/EMS real-time displays as well as secure ad hoc queries of the historical database from PCs connected to the Corporate WAN. The Proposer should have delivered and made fully operational at least two SCADA/EMSs in the past two years with such interfaces. Proposer should list the names of the clients where this experience applies.
 - xii. The Proposer should be experienced with testing Generation Control & Scheduling functions. The Proposer should have project manages and delivered at least two fully operational

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- SCADA/EMSs in the past two years for utilities with requirements comparable to Austin Energy's. Proposer should list the names of the clients where this experience applies.
- xiii. The Proposer should be experienced with Power System Network Analysis functions (Load Flow (LF), Load Forecasting, State Estimator (SE), Contingency Sections (CS), Contingency Analysis (CA), Optimal Power Flow (OPF), Short Circuit Analysis (SCA), Dispatcher Power Flow (DPF), Voltage Stability Analysis (VSA), etc.). The Proposer should have delivered and made fully operational at least two EMSs having these functions in the past two years for utilities with requirements comparable to Austin Energy's. Proposer should list the names of the clients where this experience applies.
 - xiv. The Proposer should be experienced with a Dispatcher Training Simulator. The Proposer should have delivered and made fully operational at least two SCADA/EMSs having these functions in the past two years for utilities with requirements comparable to Austin Energy's. Proposer should list the names of the clients where this experience applies.
 - xv. The Proposer should be experienced with using the DNP3.0 protocol to communicate to RTUs. The Proposer should have delivered and made fully operational at least two SCADA/EMSs supporting this protocol in the past two years. Proposer should list the names of the clients where this experience applies.
 - xvi. The Proposer should be experienced with an Information Storage and Retrieval function that is accessible by PCs connected to the Corporate WAN. The Proposer should have delivered and made fully operational at least one SCADA/EMS providing this functionality in the past two years. Proposer should list the names of the clients where this experience applies.
 - xvii. The Proposer should be experienced with an ICCP data link interface. The Proposer should have delivered and made fully operational at least one SCADA/EMS supporting this protocol in the past two years. Proposer should list the names of the clients where this experience applies.
 - xviii. The Proposer should be experienced with vulnerability and penetration testing on at least one fully operational SCADA/EMS in the past two years; and proof of expert remediation skills. Proposer should list the names of the clients where this experience applies.
 - xix. The Proposer should have an established training organization and associated course structure for the use and maintenance of the SCADA/EMS.
 - xx. The Proposer should have experience sourcing and appropriately staffing to the level of need at different points during the contract term. Proposer should list the names of the clients where this experience applies.

F. Personnel

- i. **Committed Staff Resources:** The City regards continuous and committed staffing to be essential to the successful implementation of this project. Contractor may not substitute the project staff without Austin Energy's written approval. Staffing information in the proposal should include:
 - 1. Austin Energy project availability grid, indicating each member, project position, and percentage of the individual's time commitment over the entire contract period.
 - 2. A plan of how Contractor intends to ensure continuity of qualified personnel through the life of the Contract.
- ii. **Personnel Qualifications:** 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 per phase in accordance with Section 0500. Identify key persons by name and title.

In addition, Proposers should retype the numbered questions/statements below and provide written responses to the following questions, including the name of the individual in the organization that will be fulfilling each role.

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- a. **Project Manager:** The project manager is the person responsible for leading a project from its inception to execution. This includes planning, execution and managing the people, resources and scope of the project.
1. Describe the role and responsibilities this individual will have on this project.
 2. Describe the experience this individual has had managing the implementation of SCADA/EMS systems.
 3. How many systems implementations has this individual managed?
 4. What SCADA/EMS products has the individual implemented in the past?
 5. Describe the largest project team this individual has ever managed.
 6. What does this individual foresee as the most critical aspect of implementing SCADA/EMS successfully?
 7. Please list and describe the major milestones this individual would anticipate for the AE project.
 8. What business process changes would this individual anticipate for the AE project?
 9. Of the proposed project team for your company, which team members has this individual previously managed on a SCADA/EMS project and when?
 10. What is the most significant value that the team brings to this project?
 11. What does this individual expect to be the most significant benefits to AE once the SCADA/EMS systems are fully implemented?
 12. What does this individual consider to be the main risks in an aggressive "fast-tracked" SCADA/EMS implementation? How would this individual propose to mitigate these risks?
- b. **Business Case/Cost Benefit Lead:** The Business Case/Cost Benefit Lead is the person responsible for leading the development of the business case/cost benefit analysis from its inception to completion/presentation. This includes planning, execution and managing the people, resources and for this effort.
1. Describe the role and responsibilities this individual will have on this project.
 2. Describe this individual's experience developing business cases for large system implementations.
 3. What methodology does this individual use to develop a business case for a SCADA/EMS implementation?
 4. What are the major components of a business case?
 5. What are the major indicators you feel should be measured to support the business case?
- c. **Project Engineer/Architect:** The Project Engineer/Architect translates requirements into the architecture for the solution and describes it through architecture and design artifacts. The solution architect is responsible for selecting the most appropriate technology(ies).
1. Describe the role and responsibilities this individual will have on this project.
 2. Describe this individual's experience as project engineer/architect for the implementation of SCADA/EMS systems.
 3. What SCADA/EMS systems has this individual implemented?
 4. What does this individual consider to be the main factors in selecting a SCADA/EMS system?
 5. Describe the largest geographical area for which this individual has implemented a SCADA/EMS.
 6. What factors do you consider when developing a hardware and communications plan for a SCADA/EMS implementation?
 7. What does this individual foresee as the most critical aspect of implementing SCADA/EMS successfully?
 8. Please list and describe the major milestones this individual would anticipate for the AE project.
- d. **SCADA Implementation Lead:** The SCADA Implementation Lead coordinates and prioritizes project tasks related to the hardware and software components of the solution by

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leveraging specific SCADA expertise/experience; this role typically manages tasks and timelines, and communicates status to the core project team.

1. Describe the role and responsibilities this individual will have on this project.
2. Describe the individual's experience and roles on SCADA/EMS project teams.
3. What SCADA/EMS products has the individual implemented?
4. What does this individual foresee as the most critical aspect of implementing SCADA/EMS successfully?
5. What would this individual estimate is the average length of time to implement a SCADA/EMS for a utility the size of Austin Energy?
6. Please list and describe the major milestones this individual would anticipate for the AE project.
7. What business process changes would this individual anticipate for the AE project?
8. What is the most significant value this individual brings to this project?
9. What does this individual consider to be the greatest risk for a SCADA/EMS implementation, and how will this individual minimize/mitigate the risk?
10. Describe one of this individual's project management experiences where the project had a hard deadline for completion and the project was running behind. Describe the quality/timeline analysis. Did that project deliver on time? At what risk? What, if anything, would have been done differently?

- e. **EMS Advanced Application Implementation Lead:** The EMS Advanced Application Implementation Lead coordinates and prioritizes project tasks related to the software application components of the solution by leveraging specific EMS advanced applications expertise/experience; this role typically manages tasks and timelines, and communicates status to the core project team.

1. Describe the role and responsibilities this individual will have on this project.
2. Describe the individual's experience and roles on SCADA/EMS project teams.
3. What SCADA/EMS products has this individual implemented?
4. What does this individual foresee as the most critical aspect of implementing SCADA/EMS successfully?
5. What would this individual estimate is the average length of time to implement a SCADA/EMS for a utility the size of Austin Energy?
6. Please list and describe the major milestones this individual would anticipate for the AE project.
7. What business process changes would this individual anticipate for the AE project?
8. What is the most significant value this individual brings to this project?
9. What does this individual consider to be the greatest risk for a SCADA/EMS implementation?

- f. **Other Consultant personnel** (duplicate questions for additional proposed personnel):

1. Describe the roles and responsibilities for any additional individual(s) that will be required to deliver this project.
2. Describe the experience and roles that this individual has had on SCADA/EMS project teams.
3. What SCADA/EMS products has the individual implemented in the past?
4. What is the most significant value that this individual brings to this project?

- i. **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

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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.

- J. **Proposal Bond**: Include your Proposal Bond in accordance with the requirements stated in the Supplemental Purchase Provisions (Section 0400, part 4).

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. 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 two hundred and ten (210) 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

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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. Business Organization and Stability, Company Experience (reference 1A and 1E) – 20 points
 - b. Proposed Solution and Program (reference 1D) – 25 points
 - c. Personnel (reference 1F) – 25 points
 - d. Total Evaluated Cost (reference 1C) – 20 points
 - e. Local Business Presence (reference 2A) – 10 points

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

- ii. Interviews and site visits, 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. The City reserves the right to negotiate the actual contract scope of work and cost after submission and to rescore based on interviews.