



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

SOLICITATION NO: GGH0189

DATE ISSUED: July 18, 2016

REQUISITION NO.: RQM 16070500861

COMMODITY CODE: 96247

COMMODITY/SERVICE DESCRIPTION: RISK ASSESSMENT AND METHODOLOGY PROGRAM

PRE-PROPOSAL CONFERENCE TIME AND DATE: July 29, 2016 at 10:00 AM

LOCATION: TOWN LAKE CENTER
 721 Barton Springs Rd.
 Room 130
 Austin, TX 78704

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

Gabriela G. Harthcock
Buyer I

Phone: (512) 322-6118

E-Mail: gabriela.harthcock@austinenergy.com

PROPOSAL DUE PRIOR TO: 2:00 PM on August 16, 2016

PROPOSAL CLOSING TIME AND DATE: 2:15 PM on August 16, 2016

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

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

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

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

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

Address for US Mail (Only)	Address for Fedex, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # GGH0189	Purchasing Office-Response Enclosed for Solicitation # GGH0189
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, 1 COPIES, AND 1 ELECTRONIC COPY (CD/FLASH DRIVE) OF YOUR RESPONSE

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

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

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	6
0500	SCOPE OF WORK	5
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	5
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE NO GOALS FORM – Complete & return	2

*** 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 0700: Reference Sheet

Responding Company Name _____

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1. Company's Name _____
Name and Title of Contact _____
Project Name _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____) _____ Fax Number (____) _____
Email Address _____

2. Company's Name _____
Name and Title of Contact _____
Project Name _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____) _____ Fax Number (____) _____
Email Address _____

3. Company's Name _____
Name and Title of Contact _____
Project Name _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____) _____ Fax Number (____) _____
Email Address _____

4. Company's Name _____
Name and Title of Contact _____
Project Name _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____) _____ Fax Number (____) _____
Email Address _____

5. Company's Name _____
Name and Title of Contact _____
Project Name _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____) _____ Fax Number (____) _____
Email Address _____

Section 0835: Non-Resident Bidder Provisions

Company Name _____

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

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

Answer: _____

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

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

Answer: _____ Which State: _____

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

Answer: _____

Section 0900: Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form

SOLICITATION NUMBER:
PROJECT NAME:

The City of Austin has determined that no goals are appropriate for this project. Even though goals were not assigned for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

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

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

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

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

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

I understand that even though goals were not assigned, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.	

Company Name	

Name and Title of Authorized Representative (Print or Type)	

Signature	Date

Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Utilization Plan
 (Please duplicate as needed)

SOLICITATION NUMBER:
PROJECT NAME:

PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION

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

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

Name and Title of Authorized Representative (Print or Type)

Signature

Date

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

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

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

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:	
Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.	
Reviewing Counselor _____	Date _____
Director/Deputy Director _____	Date _____

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The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office no later than August 3, 2016 at 3 PM. Submissions may be made via email to Gabriela.Harthcock@austinenergy.com

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

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

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

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

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

i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.

(1) The 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 \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).

(1) The policy shall contain the following provisions:

- (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
- (b) Contractor/Subcontracted Work.

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- (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement 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 \$2,000,000.00 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement.

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

3. **TERM OF CONTRACT:**

The Contract shall be in effect until all deliverables are received and accepted subject to the approval of the Project Manager or his designee.

4. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

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

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Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Energy
Attn:	Michelle McAfee-Email: michelle.mcafee@austinenergy.com
Address	2500 Montopolis Drive #3000.11
City, State Zip Code	Austin, TX 78741

- B. The Contractor agrees to accept payment by Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract.

5. RETAINAGE:

The City will withhold ten (10) percent (%) retainage until completion of all work required by the Contract. The Contractor's invoice shall indicate the amount due, less the retainage. Upon final acceptance of the work, the Contractor shall submit an invoice for the retainage to the City and payment will be made as specified in the Contract. Payment of the retainage by the City shall not constitute nor be deemed a waiver or release by the City of any of its rights and remedies against the Contractor for recovery of amounts improperly invoiced or for defective, incomplete or non-conforming work under the Contract.

6. HAZARDOUS MATERIALS:

- A. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Material Safety Data Sheets (MSDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.
- B. Failure to submit the MSDS as part of the Offer may subject the Offer to disqualification from consideration for award.
- C. The MSDS, instructions and information required in paragraph "A" must be included with each shipment under the contract.

7. 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.

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- 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>

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

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

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- 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).
9. **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.
10. **WORKING ON OR NEAR ENERGIZED EQUIPMENT – ARC FLASH PROTECTION (reference Section 0300 Paragraph 11. Compliance With Health, Safety, and Environmental Regulations):** Contractor's employees shall wear at all times the proper personal protective equipment and clothing required for the head, face, torso, arms, hands, and lower body that provides a minimum Arc Thermal Protection Value (ATPV) of 12 calories per square centimeter (cal/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.
11. **OWNERSHIP AND USE OF DELIVERABLES:** The City shall own all rights, titles, and interests throughout the world in and to the Deliverables.
- A. **Patents:** As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.
 - B. **Copyrights:** As to any Deliverable containing copyrighted subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such Deliverables, provided however, that nothing in this Paragraph 36 shall negate the City's sole or joint ownership of any such Deliverables arising by virtue of the City's sole or joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered work made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of Austin) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.

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- 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.
12. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Michelle McAfee

512-322-6932

Michelle.mcafee@austinenergy.com

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

**CITY OF AUSTIN
PURCHASING OFFICE
SOLICITATION NO. RFP GGH0189
SCOPE OF WORK**

RISK ASSESSMENT AND METHODOLOGY PROGRAM

Description: Austin Energy Physical Asset Threat and Risk Assessment and Methodology Program

1.0 Purpose

Austin Energy (AE) seeks proposals from firms with experience in risk assessment for utility's, manufacturing and industrial settings. The purpose of this solicitation is to aid AE in the development of a threat and risk assessment methodology for the physical infrastructure of AE that can be used to meet regulatory requirements, while providing the utility a means to identify and mitigate risks to the infrastructure.

2.0 Background

2.1 About the City of Austin

The City of Austin, Texas, population 840,000 is the 13th largest city in the country. This vibrant and dynamic city tops numerous "Best" lists for business, entertainment, cost of living and quality of life. Austin was selected as the "Best City for the Next Decade" (Kiplinger), the "Top Creative Center" in the US (Entrepreneur.com), and is in the Top Seven List of Intelligent Communities for 2012 as ranked by the Intelligent Community Forum. Austin continues to lead the country with its vision of being the "Most Livable City in the Country", emerging as a player on the international scene with such events as SXSW, Formula 1 and being home to companies such as Apple, Samsung, Dell, The Seton Healthcare Family and St. David's HealthCare systems.

From the home of state government and the City of Texas, to the "Live Music Capital of the World" and its growth as a film center, Austin has gained worldwide attention as a hub for education, business, health, and sustainability. Since 1900, Austin's population has doubled every 20 years, with continued projected record-breaking growth into the next decade and beyond.

Austin Energy is the nation's 8th largest publicly owned electric utility, providing electric service to a population of almost a million customers, with a service area covering approximately 437 square miles. The majority of the coverage area (approximately 422 square miles) falls within Travis County, with the remaining 15 square miles in Williamson County to the north. Roughly half of the service area (approximately 227 square miles) is within Austin city limits and is made up of the following:

- More than 5,400 miles of overhead primary and secondary power lines
- Almost 6,000 miles of underground primary and secondary lines
- 620 miles of transmission lines
- 72 substations
- 6 office buildings, owned and co-located within other City facilities
- 2 power plants
- 4 distributed generation plants
- 2 payment center, rented or co-located within other City facilities

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2.2 Project Background

Austin Energy is regulated by the North American Electric Reliability Corporation (NERC). NERC has developed regulations and standards designed to maintain the integrity of the Bulk Electric System (BES). These standards revolve around maintaining both cyber and physical security protocols for applicable assets that can affect the BES. As well, NERC has recently created new regulations on Physical Security (CIP Version 5) which mandates vulnerability assessments of applicable electric assets.

Austin Energy has Generation, Transmission and Distribution assets, in addition to multiple office buildings that house work groups and various type of Information Technology infrastructure. Business Continuity Plans for the Business Units that are housed within these office buildings are reviewed annually. However, a Business Impact Analysis or consolidated Risk Assessment has not been conducted on the assets themselves in the past 10 years.

3.0 Definitions

BES – An acronym for the Bulk Electric System which is defined as the all Transmission Elements operated at 100 kV or higher and Real Power and Reactive Power resources connected at 100 kV or higher. There are exceptions to this definition and the full reference can be found in the following NERC document “Bulk Electric System Definition Reference Document”.

FEMA – Federal Emergency Management Agency

Hazard – Existing conditions or possible (under current conditions) situations that has the potential to generate a disaster or emergency event

NERC - a not-for-profit international regulatory authority whose mission is to assure the reliability of the bulk power system in North America. NERC develops and enforces Reliability Standards; annually assesses seasonal and long-term reliability; monitors the bulk power system through system awareness; and educates, trains, and certifies industry personnel.

Risk – The potential for loss, damage or destruction of an asset as a result of a threat exploiting vulnerability

THIRA – FEMA Threat and Hazard Identification and Risk Assessment methodology which involves a four part process that allows an entity to identify risks and estimate capability requirements.

Threats – Anything that can exploit a vulnerability, intentionally or accidentally, and obtain damage or destroy an asset

Vulnerability – Weaknesses or gaps that can be exploited to gain access to an asset

4.0 Tasks/Requirements

4.1 Contractor’s Minimum Qualifications & Experience

4.1.1 10 years of successful experience conducting Vulnerability and Risk Assessments in the Utility, Manufacturing or Industrial settings on physical assets, like buildings.

4.1.2 Demonstrated Knowledge of the FEMA THIRA methodology.

4.1.3 At least One Project Manager will be assigned to the project with at least 5 years of applicable experience in conducting Vulnerability and Risk Assessments in the Utility, Manufacturing or Industrial settings on structural assets, like buildings.

4.1.4 All other personnel working on the assessments must have at least one year applicable experience in conducting Vulnerability and Risk Assessments in the Utility, Manufacturing or Industrial settings on physical assets, like buildings.

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4.1.5 All personnel must have passed a criminal background check

4.2 Contractor's Responsibilities

4.2.1 Planning:

The Contractor will be responsible for meeting with the City within two weeks of the contract start date to finalize the assets that will be used for the assessments. At this meeting, the Contractor will need to provide the City with Subject Matter Expert and mapping requirements the Contractor will need to facilitate the timely completion of the assessments.

4.2.2 Assessment: The Contractor will be responsible for performing a threat and hazard identification assessment for each of the identified physical assets and assess the frequency and likelihood of occurrence based on a vulnerability assessment that will be comprised of the following:

4.2.2.1 Hazard identification and the development of a list of potential hazards from natural, human, and environmental vectors, with any time or scale dependencies included (i.e. time of year or size of the event).

4.2.2.2 Threat source identification and the development of a list of potential threats from natural, human, and environmental vectors, with any time or scale dependencies included (i.e. time of year or size of the event).

4.2.2.3 Vulnerability assessments, both technical and non-technical, to uncover system flaws which could be exploited by the threats.

4.2.2.4 The creation of a Risk Register that would include the identification of the hazard, threat and vulnerability and the impact the electric utility. Possible mitigation strategies should be included.

4.2.3 Reporting: Upon completion of the assessment, the Contractor will provide the City with a final Report to include the methodology for conducting a threat and hazard identification assessment on Austin Energy physical assets. The report will include at a minimum, the following:

4.2.3.1 Hazard identification tables/scales specific to Austin Energy geographic area and critical infrastructure sector.

4.2.3.2 Threat identification tables/scales Austin Energy geographic area and critical infrastructure sector.

4.2.3.3 Vulnerability identification tables/scales Austin Energy geographic area and critical infrastructure sector.

4.2.3.4 Reporting format for different physical assets.

All reports and forms provided to the City will be in a read/writeable electronic format that is compatible with Microsoft Office 2010 products. PDF formats will not be acceptable as a final format unless they are fillable forms and can be readily edited. The final reports and forms will be emailed to the project team for review and approval. Two hard copy final reports will be generated by the Contractor after the final approval by the project team.

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- 4.2.4 Additional Substations: Dependent on cost and time, the City may decide to have additional substations that are owned or partially owned by the City assessed as well. The scope of the work would be identical to what is required in 4.2 and the Substation type would be similar in nature to Transmission, Distribution or a Walled Substation.
- 4.2.5 Additional Service Centers: Dependent on cost and time, the City may decide to have additional service centers that are owned or partially owned by the City assessed as well. The City has four service centers within our service territories with a combination of construction crews and office workers at the service centers. The scope of the work would be identical to what is required in 4.2.
- 4.2.6 Payment Centers: Dependent on cost and time, the City may decide to have payment centers that are leased or co-located within other City-owned facilities assessed. The City has two main payment centers, the North and East payment centers, which could be assessed. The scope of the work would be identical to what is required in 4.2.

4.3 City's Responsibilities

The City will be responsible for providing the Contractor with the following:

- 4.3.1 Hard copies of Blueprints of the applicable assets, including any HVAC and electrical systems if available.
- 4.3.2 Access to Subject Matter Experts to answer questions concerning the assets in question.

5.0 Deliverables/Milestones

5.1 Initial Project Meeting

- 5.1.1 Description: Meet with City Project Team to finalize assets to be assessed and determine mapping requirements and any Subject Matter Experts needed.
- 5.1.2 Timeline: Within 2 weeks of contract start
- 5.1.3 Performance Measure: Agreement Assets and Plan on moving forward is created.

5.2 Threat and Hazard Identification Assessment

- 5.2.1 Description: Contractor will be responsible for performing a threat and hazard identification assessment including but not limited to frequency and likelihood of occurrence based on vulnerability assessment.

5.3 Hazard List Assessment

- 5.3.1 Description: Hazard Identification and the development of a list of potential hazards from natural, human and environmental vectors with any time or scale dependencies included (i.e. time of year or size of the event).

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- 5.4 Threat List Assessment
 - 5.4.1 Description: Threat source identification and the development of a list of potential threats from natural, human and environmental vectors with any time or scale dependencies included.
- 5.5 Vulnerability List Assessment
 - 5.5.1 Description: Vulnerability assessment both technical and non-technical to uncover system flaws which could be exploited by the threats.
- 5.6 Risk Register
 - 5.6.1 Description: Creation of a Risk Register that would include the identification of the hazard, threat and vulnerability and the impact on the electric utility. Possible mitigations strategies should be included
- 5.7 Final Report
 - 5.7.1 Description: A final report which will include the methodology of conducting future assessments of AE assets. Methodology should include the following:
 - 5.7.1.1 Hazard identification tables/scales specific to Austin Energy geographic area and critical infrastructure sector
 - 5.7.1.2 Threat identification tables/scales Austin Energy geographic area and critical infrastructure sector.
 - 5.7.1.3 Vulnerability identification tables/scales Austin Energy geographic area and critical infrastructure sector.
 - 5.7.1.4 Reporting format for different assets.
- 5.8 Timeline: Complete Section 5.2 through 5.7 within six (6) months of contract start.
- 5.9 Performance Measure for Section 5.2 through 5.7: AE Project Team reviews and approves list for completeness using FEMA THIRA, ISO 3100, ISO/IEC 31010:2009.
- 5.10 Assets Included in Section 5.2 through 5.7: Identified Service Center, Town Lake Center, Identified Power Plant, Identified Distribution Substation, Identified Transmission Substation and Identified Walled Substation

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: GGH0189
RISK ASSESSMENT AND METHODOLOGY PROGRAM**

1. PROPOSAL FORMAT

Prefacing the proposal, the Proposer shall provide an Executive Summary of three (3) pages or less, which gives in brief, concise terms, a summation of the proposal. The proposal itself shall be organized in the following format and informational sequence:

- A. **Part I - Business Organization**: State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.
- B. **Part II - System Concept and Solution**: Define in detail your understanding of the requirement presented in the Scope of Work of this request for proposal and your system solution. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal.
- C. **Part III - Program**: Describe your technical 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. Specifically indicate:
 - i. A description of your work program by tasks. Detail the steps you will take in proceeding from Task 1 to the final tasks.
 - ii. The technical factors that will be considered in section above, and the depth to which each will be treated.
 - iii. The degree of definition provided in each technical element of your plan.
 - iv. The points at which written, deliverable reports will be provided.
 - v. The amount of progress payments you are requesting upon successful completion of milestones or tasks, deducting ten percent (10%), which will be paid upon final acceptance by the City.
 - vi. A statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities. The Proposer must state his compliance with terms of this Request for Proposal (RFP).
- D. **Part V - Prior Experience**: Describe only relevant corporate experience and individual experience for personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 1998. Supply the project title, year, and reference name, title, present address, and phone number of principal person for whom prior projects were accomplished.
- E. **Part VI - Personnel**: Include names and qualifications of all professional personnel who will be assigned to this project. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title. Provide all resumes.
- F. **Part VII - 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

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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.

- G. **Part IX - Proposal Acceptance Period:** All proposals are valid for a period of one hundred and twenty (120) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal
- H. **Part X - 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.
- I. **Part XI - 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.
- J. **Part XII - Cost Proposal:** The Scope of Work (Section 0500) outlines deliverables for the project. A firm fixed price or not-to-exceed Contract is expected. Ten percent (10%) of the total contractual price will be retained until submission and acceptance of all work products. Cost proposal shall be submitted using the cost table below, and shall be inclusive of all costs including, but not limited to, travel, staff resources, supplies, materials, printing, etc.

Required Services	Proposed Cost
1. Initial Project Meeting	
2. Complete threat and hazard identification assessment for identified service center	
3. Complete threat and hazard identification assessment for Town Lake Center	
4. Complete threat and hazard identification assessment for identified power plant	
5. Complete threat and hazard identification assessment for identified Distribution Substation	
6. Complete threat and hazard identification assessment for identified Transmission Substation	
7. Complete threat and hazard identification assessment for identified Walled Substation	
8. Provide Service Center Hazard, Threat and Vulnerability List and Risk Register	
9. Provide Town Lake Center Hazard, Threat and Vulnerability List and Risk Register	
10. Provide Transmission Substation Hazard, Threat and Vulnerability List and Risk Register	
11. Provide Distribution Substation Hazard, Threat and Vulnerability List and Risk Register	
12. Provide Power Plant Hazard, Threat and Vulnerability List and Risk Register	

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13. Provide Walled Substation Hazard, Threat and Vulnerability List and Risk Register	
14. Provide Final Report	
*Optional Services	Proposed Cost
*Optional Pricing: Additional Vulnerability Assessments of Substations in the Austin area (Item 4.2.1 of Section 0500)	\$
*Optional Pricing: Additional Vulnerability Assessments Service Centers in the Austin Area (Item 4.2.2 of Section 0500)	\$
*Optional Pricing: Additional Vulnerability Assessments Payments Centers in the Austin Area (Item 4.2.3 of Section 0500)	\$

- i. *Items listed as “Optional Pricing”, shall be at Austin Energy’s option. Proposers are required to provide pricing for all items.
- ii. In addition, provide hourly rates and job titles for all personnel proposed to perform under this Contract.

K. **Program:** Describe your technical 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. Please indicate what type of Vulnerability and threat risk assessment methodology will be used to accomplish the assessments. Please indicate any standards that you will be using or adhere to within the Risk Assessment process. At a minimum, The City will be using the FEMA THIRA and ANSI/ASIS PAP.1 2012, ISO 3100, ISO 31010:2009 and NERC CIP as guidelines in assessing the deliverables for completeness. Specifically indicate:

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

L. **Demonstrated Applicable Experience:** Proposer must have ten plus years of analytical experience in the areas Vulnerability and Risk Assessments in the Utility, Manufacturing or Industrial settings. In particular, the proposer should have a strong track record of conducting such analysis in the framework of Critical Infrastructure and Key Resources (CIKR) and providing the methodology for maintaining a successful program. Proposer should demonstrate relevant experience and capabilities that include:

- i. (Required) Five (5) customers to whom similar services have been provided, including company name, contact information, description of the services provided, date of work and contract value.
- ii. (Required) Evidence of ten or more years of analytical experience in the areas Vulnerability and Risk Assessments in the Utility, Manufacturing or Industrial settings.

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- iii. (Required) Evidence of five or more years of analytical experience in the areas Vulnerability and Risk Assessments in the Utility, Manufacturing or Industrial settings for the applicable Project Manager
- iv. (Required) Evidence of one or more years of analytical experience in the areas Vulnerability and Risk Assessments in the Utility, Manufacturing or Industrial settings for all other assessors.
- v. (Expected) Proven ability to work within the FEMA THIRA framework.
- vi. (Expected) Proven ability to obtain or provide appropriate data inputs necessary to create threat, hazard and vulnerability scales for the Austin Energy region and Critical Infrastructure sector
- vii. (Preferred) Evidence of successful experience with providing Vulnerability Assessments to the Electric Utility Industry
- viii. (Preferred) Evidence of successful experience managing project within NERC CIP regulations

- M. **Personnel:** Include names and qualifications of all professional personnel who will be assigned to this project. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title. Provide all resumes, including any sub-consultant personnel.
- N. **Project Management Structure:** Provide a general explanation and chart which specifies project leadership and reporting responsibilities; and interface the team with City project management and team personnel. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.
- O. **Schedule:** Per the Scope of Work (Section 0500, part 5.0), the City prefers completion within six (6) months of the contract start.
 - i. Describe your ability and commitment to meet this schedule.
 - ii. Provide dates for any project payment milestones. This should include milestones for any intermediate deliverables such as report approval.

2. EXCEPTIONS:

Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal.

3. EVALUATION FACTORS AND AWARD

- A. **Competitive Selection:** This procurement will comply with applicable City Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph B below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the Best Offeror. Award of a Contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.
- B. **Evaluation Factors:**
 - i. 100 points.
 - (1) System Concept and Solutions Proposed (reference 1D) – 35 points
 - (2) Demonstrated Applicable Experience (reference 1E) – 30 points
 - (3) Total Evaluated Cost (reference 1C) – 25 points
 - (4) Local Business Presence – 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

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Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

- ii. Interviews, Optional. The City will score proposals on the basis of the criteria listed above. The City may select a “short list” of Proposers based on those scores. “Short-listed” Proposers may be invited for interviews with the City. The City reserves the right to re-score “short-listed” proposals as a result of the interviews and to make award recommendations on that basis.

4. Contract Payment and Retainage:

- i. The Contract shall be prepared under the direction of the City, and shall incorporate all applicable provisions. A firm fixed-price or not-to-exceed Contract is contemplated, with progress payments as mutually determined to be appropriate.
- ii. Ten percent (10%) of the total contractual price will be retained until submission and acceptance of the final work products, including year 2000 compliance verification, if applicable. These payments shall be based upon milestones completed as proposed by the Proposer.
- iii. 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.