



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

SOLICITATION NO: LAG0104REBID

DATE ISSUED: 8/3/2015

COMMODITY/SERVICE DESCRIPTION: Independent Consumer Advocate for Austin Energy's Residential and Small Commercial Customers

REQUISITION NO.: 15060100356

COMMODITY CODE: 91897

PRE-PROPOSAL CONFERENCE TIME AND DATE: Friday, August 7, 2015 at 2:00 pm

LOCATION: 721 Barton Springs Road Austin, TX 78704 Room 100
Call in number: 877-402-9753 Access Code 2182020

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

Leslie Giannattasio
Senior Buyer

Phone: (512) 322-6583

E-Mail: leslie.giannattasio@austinenergy.com

PROPOSAL DUE PRIOR TO: 2:00 pm on Friday, August 21, 2015

PROPOSAL CLOSING TIME AND DATE: 2:00 pm on Friday, August 21, 2015

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
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # LAG0104REBID	Purchasing Office-Response Enclosed for Solicitation # LAG0104REBID
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, 5 COPIES, AND 1 ELECTRONIC COPY 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	5
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
0903	FAIR AND ACCURATE CREDIT TRANSACTION ACT	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 these Sections are available, on the Internet at the following online address:**

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

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

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

Company Name: _____

Company Address: _____

City, State, Zip: _____

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

Please include the following information if required in the solicitation:

Responding Company Name _____

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

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

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

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

5. Company's Name _____
Name and Title of Contact _____
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:	LAG0104REBID
PROJECT NAME:	Independent Consumer Advocate for Austin Energy's Residential and Small Commercial Customers

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** _____

**CITY OF AUSTIN
PURCHASING OFFICE
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 no later than 2:00pm on August 12, 2015. Submissions may be made via email Leslie.giannattasio@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 \$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.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:

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PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- (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 \$500,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement.

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

- 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:**

- A. The Contract shall become effective on the date executed by the City ("Effective Date") and shall remain in effect until the earliest of when the deliverables set forth in the Scope of Work are complete or the City terminates the Contract.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).

4. **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.

5. **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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SUPPLEMENTAL PURCHASE PROVISIONS**

Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Energy
Attn:	Barksdale English Tel: 512-322-6314
Address	721 Barton Springs Road
City, State Zip Code	Austin, TX 78704

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.
6. **RETAINAGE:** The City will withhold ten percent (10%) 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.
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.
- D. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit, certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

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

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- A. Access to the City Department building by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City. Security badges will be issued by the Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to the City building at least thirty (30) days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's submittal.
 - B. 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) days of the receipt of notification of denial.
 - C. Contractor personnel will be required to check in at the security desk when entering or leaving the City building and security badges must be on display at all times when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.
 - D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.
 - E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.
9. **FAIR and ACCURATE CREDIT TRANSACTION ACT:** 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 included in the solicitation). 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.
10. **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 10 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,

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SUPPLEMENTAL PURCHASE PROVISIONS**

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 10 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.

11. **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:

Barksdale English

512-322-6314

721 Barton Springs Road

Austin, TX 78704

*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
REQUEST FOR PROPOSAL NO. FOR LAG0104REBID
INDEPENDENT CONSUMER ADVOCATE FOR AUSTIN ENERGY'S
RESIDENTIAL AND SMALL COMMERCIAL CUSTOMERS

1. PURPOSE

The City of Austin seeks responses to this Request for Proposal (“RFP”) from individuals, teams comprised of individuals, or firms who are qualified, independent, and experienced in electric utility service customer class rate advising. The City of Austin seeks the services of an Independent Consumer Advocate to assist the Austin City Council in establishing fair and balanced electricity rates in Austin Energy’s upcoming cost of service and rate review study. The Contractor selected to serve as the Independent Consumer Advocate will analyze technical rate-related documents, meet with policymakers and members of the public, and develop recommendations and support materials in order to provide expert advice and opinions on Austin Energy’s cost of service and rate structure review for Austin Energy’s residential class and small commercial class to the Austin City Council.

For the purposes of this RFP:

1. “Residential customers” means all customers assigned to AE’s Residential rate class.
2. “Small commercial customers” means all customers assigned to the Secondary Voltage 1 (less than 10 kW of demand) rate class and any customer classified by AE as a “House of Worship.”
3. These definitions apply to customers assigned to these rates classes from October 1, 2013 through September 30, 2014, whether located inside or outside the city limits of the City of Austin but within AE’s certificated service area.

2. BACKGROUND

Austin Energy (“AE”) is the municipal electric utility that is owned and operated by the City of Austin, Texas, and is engaged in the generation, distribution, and transmission of electricity to over 450,000 residential, commercial and industrial customers in Travis and Williamson counties, Texas. AE’s governing body is the Austin City Council. The Austin City Council also serves as AE’s primary regulator, having the authority to establish retail rates for all customers served by the utility.

In 2012, the Austin City Council set new retail rates for AE customers for the first time in more than 18 years. Reflecting on that process, the Austin City Council determined that it would be in the best interest of residential and small commercial customers – those who typically are underrepresented in regulatory proceedings – to engage the services of an Independent Consumer Advocate (“ICA”) whose primary responsibility would be to provide expert advice to the Austin City Council on behalf of these customers during the next cost of service and rate structure review.

The Austin City Council adopted Ordinance No. 20120607-055 requiring AE to review its rates and underlying cost structures at least once every five years. Additionally, the ordinance requires the City of Austin to hire a consumer advocate to represent the interests of residential and small commercial customers. In 2014, the City Council adopted Resolution No. 20141120-099 which further clarified the role the ICA should play in future rate proceedings.

Beginning in Fall 2015, AE will conduct a cost of service update, will update its revenue requirement, and may recommend altering rate design structures. While the project schedule is still in development, AE expects to initiate the cost of service study and subsequent rate review in

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Fall 2015 and expects to present the findings to the Austin City Council from January 2016 through June 2016. These dates are subject to change.

3. QUALIFICATIONS

The Contractor selected to serve as the ICA ("Contractor") may be an individual, a group of individuals working together, or a firm who individually or collectively possess the required experience and qualifications to perform the objectives indicated in Section 4 (Scope of Work). Respondents to this RFP shall identify key personnel whose experience satisfies the qualifications requirements set forth in paragraphs A through D of this section.

A. The Contractor shall have the following minimum qualifications:

1. At least ten (10) years of experience analyzing electric utility ratemaking concepts, including review of rate philosophies and policies, cost of service studies, cost allocation models, and rate designs; and
2. Previous experience representing residential customers in local, state and/or federal electric ratemaking proceedings, including experience filing written reports with or providing written testimony to, and providing in-person presentations or oral testimony before regulatory agencies; and
3. Previous experience working with consumer groups, including low income consumer groups;
4. Demonstrated understanding of state of Texas legal and regulatory framework overseeing the electric industry generally and municipally owned utilities specifically; and
5. Demonstrated understanding of the Electric Reliability Council of Texas wholesale market.

B. Preferred qualifications for the Contractor include:

1. A valid license to practice law in the state of Texas; and
2. At least five (5) years of professional experience working in finance, economics, or energy policy.

C. The Contractor shall attest in writing that the Contractor is free from all conflicts of interest that would interfere with, or call into question, the ability of the Contractor to represent effectively AE's residential and small commercial class customers.

Additionally, respondents to this RFP shall identify all areas of possible conflicts of interest. At a minimum, respondents to this RFP shall disclose any prior or current experience, client, or relationship which may create the perception of a conflict of interest, including, but not limited to any representation of the City of Austin, Austin Energy, or any of AE's customers or groups of customers.

D. An individual, team or firm shall not serve as the ICA if, at the time the contract is awarded, that individual, team or firm:

1. Has been registered at some point in the last two years as a lobbyist under Chapter 4-8 of the Austin City Code working on behalf of a business or professional interest related to the electric utility industry; or

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2. Is currently or has been in the past two years a member of the City of Austin's Electric Utility Commission, Resource Management Commission, or City Council.

4. SCOPE OF WORK

A. Objectives

1. The objective of the ICA is to review the methodology and development of AE's cost of service and rate design studies and other rate-related documents in order to represent AE's residential and small commercial customers in the upcoming cost of service and rate review process before the Austin City Council. The ICA shall represent the interests of AE's residential and small commercial customers, and shall have the following responsibilities and authority:
 - a. The ICA shall assess the effect of AE's revenue requirement, cost of service study, and proposed rate changes on all of AE's residential and small commercial customers.
 - b. The ICA shall be entitled to meet with the Austin City Council, City of Austin management, AE staff, and members of the community to gather information needed by the ICA to form an expert opinion and recommendation.
 - c. The ICA shall be granted access to relevant records, models, studies, calculations, policies and other non-privileged documents.
 - d. The ICA shall advocate for the rate-related policies and positions it determines to be the most advantageous to a substantial number of residential and small commercial customers.

B. Phase 1: Independent Review

1. At the December 2015 meeting of the City of Austin's Electric Utility Commission, Austin Energy will present updates to its revenue requirement and cost of service study, and present any proposed adjustments to its rate design and structure.
2. In advance of the December 2015 presentation:
 - a. The ICA shall review AE's ratemaking objectives and Austin City Council policy direction as they relate to rates for residential and small commercial customers.
 - b. The ICA shall review the updated revenue requirement, updated cost of service study, and adjusted rate design.
 - c. The ICA shall identify rate-related issues that impact AE's residential and small commercial customers.
 - d. The ICA may make requests to AE staff for information related to the issues identified in subparagraph 2(c) and may provide recommendations for changes to the rate proposal that are consistent with the Objectives outlined in 4.A (Scope of Work, Objectives).

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3. The ICA shall prepare and deliver a written report to the Electric Utility Commission prior to the December 2015 meeting of the Electric Utility Commission outlining the findings of the ICA's review of AE's revenue requirement, cost of service study, and rate proposal. The ICA may be asked to conduct an oral, in-person presentation of this report at the meeting at the request of the City of Austin's Project Manager.

C. Phase 2: Rate Processes before the Austin City Council

1. Austin Energy will present the results of the cost of service study and rate review in a formal process before the Austin City Council. Throughout the entire rate process, the ICA shall represent and advocate for the interests of AE's residential and small commercial customers.
2. The ICA shall analyze the revised revenue requirement, final cost of service study, and proposed adjustments to retail rates as offered by Austin Energy in its Rate Filing Package to assess the potential impact on AE's residential and small commercial customers.
 - a. The ICA shall be an active participant in the rate review process, advocating for the interests of a substantial number of AE's residential and small commercial customers.
 - b. The ICA may submit requests for information, file briefs, present written and oral testimony, and attend and participate in any hearings at the discretion of the ICA.

D. General Requirements

1. The Contractor shall not release or cause the release of information protected by the Texas Public Information Act, Chapter 552 of the Texas Government Code, or other confidential information gathered to any party other than the City Manager or the Austin City Council.
2. The Contractor shall attend meetings and make presentations to the Austin City Council or the City Manager's Office as required by the City of Austin's Project Manager. The Contractor may meet with representatives of AE's residential and small commercial customer classes at the discretion of the Contractor.
3. The Contractor shall notify the City of Austin's Project Manager in writing of any new or potential conflicts of interest that may arise during the term of the contract.
4. The Contractor shall conduct status meetings with the City of Austin's Project Manager at least once each month, unless otherwise approved by the City of Austin's Project Manager. Such meetings need not be in person. Status update meetings may review topics such as: a summary of work accomplished, to-date spending and remaining contract balance, significant achievements, concerns which have a potential effect on schedule or costs to the project, and recommendations for improvements that should be taken in order to bring tasks or project back on track.
5. The following criteria are applicable to all written materials, except as mutually agreed upon. The Contractor shall:
 - a. Deliver each written material free from error (including, but not limited to: formatting, spelling, grammar, typographical).

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- b. Submit each written report electronically in a format compatible with Microsoft Word 2007 or later.
- c. Provide all spreadsheets used to conduct the required analysis and to arrive at any conclusion in "live" Microsoft Excel 2007 or later worksheets.
- d. Submit each written presentation electronically in a format compatible with Microsoft Power Point 2007 or later.

5. TIMELINE

The City of Austin anticipates engaging the Contractor by November 15, 2015. Phase I is tentatively scheduled to start around November 20, 2015 and conclude by December 20, 2015. Phase II is tentatively scheduled to start January 2, 2016 and conclude by June 30, 2016. The dates referenced in this paragraph and in paragraph 4 (Scope of Work) may change due to updates to the procedural schedule.

6. CONFIDENTIALITY AGREEMENT

Upon nomination of contract award and prior to commencement of the work, the City of Austin will require the Contractor to execute a Confidentiality Agreement due to competitive business and technical information that may be provided by Austin Energy to the Contractor.

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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. **Business Organization:** State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.
- B. **Authorized Negotiator:** Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.
- C. **Solution:** Define in detail your understanding of the requirement presented in the Scope of Work (Section 0500) of this request for proposal and your solution/plan to accomplish the work. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal.
- D. **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).

E. Demonstrated Applicable Experience:

The Contractor selected to serve as the ICA ("Contractor") may be an individual, a group of individuals working together, or a firm who individually or collectively possess the required experience and qualifications to perform the objectives indicated in Section 4 (Scope of Work). Respondents to this RFP shall identify key personnel whose experience satisfies the qualifications requirements set forth in paragraphs A through D of this section.

- a. The Contractor shall have the following minimum qualifications:

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1. At least ten (10) years of experience analyzing electric utility ratemaking concepts, including review of rate philosophies and policies, cost of service studies, cost allocation models, and rate designs; and
 2. Previous experience representing residential customers in local, state and/or federal electric ratemaking proceedings, including experience filing written reports with or providing written testimony to, and providing in-person presentations or oral testimony before regulatory agencies; and
 3. Previous experience working with consumer groups, including low income consumer groups;
 4. Demonstrated understanding of state of Texas legal and regulatory framework overseeing the electric industry generally and municipally owned utilities specifically; and
 5. Demonstrated understanding of the Electric Reliability Council of Texas wholesale market.
- b. Preferred qualifications for the Contractor include:
6. A valid license to practice law in the state of Texas; and
 7. At least five (5) years of professional experience working in finance, economics, or energy policy.
- c. The Contractor shall attest in writing that the Contractor is free from all conflicts of interest that would interfere with, or call into question, the ability of the Contractor to represent effectively AE's residential and small commercial class customers.

Additionally, respondents to this RFP shall identify all areas of possible conflicts of interest. At a minimum, respondents to this RFP shall disclose any prior or current experience, client, or relationship which may create the perception of a conflict of interest, including, but not limited to any representation of the City of Austin, Austin Energy, or any of AE's customers or groups of customers.

- B. An individual, team or firm shall not serve as the ICA if, at the time the contract is awarded, that individual, team or firm:
1. Has been registered at some point in the last two years as a lobbyist under Chapter 4-8 of the Austin City Code working on behalf of a business or professional interest related to the electric utility industry; or
 2. Is currently or has been in the past two years a member of the City of Austin's Electric Utility Commission, Resource Management Commission, or City Council.

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- F. **Project Management Structure:** Provide a general explanation and chart which specifies project leadership and reporting responsibilities; and interface the team with City project management and team personnel. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.
- G. **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. 1.
1. Supply the project title, year, and reference name, title, present address, and phone number of principal person for whom prior projects were accomplished.
 2. Specifically list and describe involvement in previous rate cases.
 3. Specifically list and describe prior involvement working with residential customers. Discuss challenges that were encountered and how they were overcome.
 4. Provide copies of reports written all or in part by Proposer related to electric rate cases and residential customer rates.
 5. Provide copies of testimony or other written materials presented to a decision-making authority.
- H. **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.

AE reserves the right to approve and/or require replacement of key personnel assigned to the project at any time at no additional cost to AE.

- I. **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 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.
- J. **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
- K. **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

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Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

L. **Part XII - Cost Proposal:** Information described in the following subsections is required from each Proposer. Your method of costing may or may not be used but should be described. A firm fixed price or not-to-exceed Contract is contemplated, with progress payments as mutually determined to be appropriate. Ten percent (10%) of the total contractual price will be retained until submission and acceptance of all work products.

i. Manpower. Itemize to show the following for each category of personnel with separate hourly rates:

(1) manager, senior consultant, analyst, subcontractor, etc.

(2) estimated hours for each category of personnel

(3) rate applied for each category of personnel

(4) total cost

ii. Itemize cost of supplies and materials

iii. Other itemized direct costs

iv. If applicable, general and administrative burden. Indicate base used, percentage, and total cost relative to this procurement.

v. Travel expenses. All travel lodging expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

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

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.

vi. Printing. State separately the cost of furnishing copies of the final report (if applicable).

vii. Total cost schedule.

2. **EXCEPTIONS:**

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

If any exceptions are taken by a Proposer to any term or condition of this RFP, the Proposer must clearly indicate each specific exception taken, include a full explanation of the reason for said exception, and include any proposed language for any alternative term as a separate

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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. 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.

3. 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.

4. 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) Solutions (reference 1C & 1D) - 30pts
- (2) Demonstrated Applicable Experience and Personnel Qualifications (reference 1G & 1H)- 30pts
- (3) Evidence of Good Organization and Management Practices (reference 1F) -10pts
- (4) Total Evaluated Cost (reference 1I) -20pts
- (5) LOCAL BUSINESS PRESENCE (reference 1I) – 10pts

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 (Optional). The City will score proposals based on items 1 through 6 above. The City may select a "short list" of Proposers based on those scores. Short-listed Proposers may be invited for interviews and/or demonstrations with the City. The City reserves the right to rescore short-listed proposals as a result of the interviews and to make an award recommendation on that basis. The City reserves the right to negotiate actual contract score of work and cost after submission.—25 points

SECTION 903

AFFIDAVIT OF COMPLAINT

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

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

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

Signed this the ___ day of _____, 20__

Signature of Affidavit

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

SWORN TO AND SUBSCRIBED before me on the ____ day of _____, 20__.

Notary Public in and for the State of Texas

My commission expires: _____