



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

SOLICITATION NO: RMJ0302

COMMODITY/SERVICE DESCRIPTION: Marketing Research Service Studies for Austin Energy

DATE ISSUED: August 03, 2015

REQUISITION NO.: RQM110015072000437

PRE-PROPOSAL CONFERENCE TIME AND DATE: 10:00 AM (CST), Thursday, August 13, 2015

COMMODITY CODE: 96153

A call-in number has been established for those potential Proposers that cannot attend the Pre-Proposal meeting. The call-in number is as follows:

TOLL FREE CALL-IN NUMBER: (877) 402-9753
ACCESS CODE: 2182020

LOCATION: 811 Barton Springs Rd., Room 401, Austin, TX 78704

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

PROPOSAL DUE PRIOR TO: 3:00 PM (CST), Thursday, September 03, 2015

Ray Moncada
Senior Buyer Specialist

PROPOSAL CLOSING TIME AND DATE: 3:00 PM (CST), Thursday, September 03, 2015

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

Phone: (512) 322-6594

E-Mail: Ray.moncada@austinenergy.com

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 #RMJ0302	Purchasing Office-Response Enclosed for Solicitation # RMJ0302
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	6
0500	SCOPE OF WORK	5
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	4
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return if required	2
0705	PRICE PROPOSAL SHEET – Complete and return	1
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	AFFIDAVIT OF COMPLAINT (FACTA)	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:	RMJ0302
PROJECT NAME:	Marketing Research Service Studies for Austin Energy

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
SOLICITATION NUMBER: RMJ0302**

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 Ray Moncada in the Purchasing Office by 8:00 AM, August 17, 2015. Submissions may be made via e-mail to: Ray.moncada@austinenergy.com or via fax at (512) 322-6174.

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.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.

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- (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 \$1,000,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement.

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

- 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. FACTA COMPLIANCE:

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.

4. TERM OF CONTRACT:

- A. The Contract shall be in effect for an initial term of twelve (12) months and may be extended thereafter for up to four (4) additional twelve (12) month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this

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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).

B. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.

5. **CONTRACT AMOUNT:** The contract authorization shall not exceed \$300,000 for the initial year and \$300,000 for four twelve month options for a total contract amount not to exceed \$1,500,000.

6. **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.

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

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

Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Energy
Attn:	Frank DiSiena
Address	821 Barton Springs Rd.
City, State Zip Code	Austin, TX 78704

B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

8. **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

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exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.

- D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

9. NON-SOLICITATION:

- A. During the term of the Contract, and for a period of six (6) months following termination of the Contract, the Contractor, its affiliate, or its agent shall not hire, employ, or solicit for employment or consulting services, a City employee employed in a technical job classification in a City department that engages or uses the services of a Contractor employee.
- B. In the event that a breach of Paragraph A occurs the Contractor shall pay liquidated damages to the City in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation; or (ii) 100 percent of the employee's annual compensation while employed by the City. The Contractor shall reimburse the City for any fees and expenses incurred in the enforcement of this provision.
- C. During the term of the Contract, and for a period of six (6) months following termination of the Contract, a department that engages the services of the Contractor or uses the services of a Contractor employee will not hire a Contractor employee while the employee is performing work under a Contract with the City unless the City first obtains the Contractor's approval.
- D. In the event that a breach of Paragraph C occurs, the City shall pay liquidated damages to the Contractor in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation or (ii) 100 percent of the employee's annual compensation while employed by the Contractor.

10. 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

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execution of the work and for presence on the City's property. A list of all Contractor Personnel requiring access to the City's site shall be attached to the affidavit.

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

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execute, acknowledge, and deliver a work-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.

- C. **Additional Assignments:** The Contractor further agrees to, and if applicable, cause each of its employees to execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns, and nominees, the sole and exclusive right, title, and interest in and to the Deliverables, The Contractor's obligations to execute acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 36 A., B., and C. shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should arise to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph above.

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:

Frank DiSiena

512-322-6343

Frank.DiSiena@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
SCOPE OF WORK (RFP)
SOLICITATION NUMBER RMJ0302**

MARKETING RESEARCH SERVICE STUDIES

SCOPE OF WORK

1. PURPOSE

Austin Energy (AE), the City of Austin's (COA) municipally owned electric utility provider, is seeking a full-service marketing research firm (Contractor) to conduct quantitative and qualitative market research studies.

2. BACKGROUND

Austin Energy (AE) is the City of Austin's municipally owned electric utility, serving a population of approximately 750,000 people and delivering electricity to approximately 370,000 residential customers and 40,000 commercial customers within its service territory. Austin Energy regularly conducts a wide range of market research on its customers.

3. SCOPE OF WORK

The Contractor chosen through this solicitation shall be called upon to conduct a wide variety of quantitative and qualitative market research projects.

A. Quantitative Studies

1) Typical quantitative studies may include but are not limited to:

- a) Customer satisfaction surveys
- b) Customer transaction surveys
- c) Customer program participation surveys
- d) Austin Energy corporate branding and corporate communication surveys
- e) Web-based survey
- f) Online panels
- g) In-person intercept surveys
- h) Other studies as necessary

2) Each quantitative study shall consist of the following steps:

- a) Pre-Study meeting (in person/telephone as specified by AE)
- b) Develop study specifications, plan, timeline and costs
- c) Questionnaire design
- d) Obtain survey sample
- e) Schedule data collection
- f) Data collection of at least 400 surveys
- g) Data verification and quality control
- h) Sample validation (percentage of cases specified by AE)
- i) Verbatim coding (with prior approval from AE)
- j) Data processing, data cleaning
- k) Data analysis
- l) Development of data tables
- m) Delivery of all data sets, in electronic form to be specified by AE
- n) Creation of preliminary report and presentation
- o) Re-write of report and presentation
- p) Delivery of final report, presentation
- q) Oral Presentation of report (up to 3 presentations)

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B. Qualitative Studies

- 1) Typical qualitative studies may include, but are not limited to:
 - a) Customer focus groups covering a range of utility-related topics
 - b) Online panels
 - c) In-person intercept surveys
 - d) Other studies as necessary

- 2) Each qualitative study shall consist of the following steps:
 - a) Pre-study meeting (in person/telephone as specified by AE)
 - b) Develop study specifications, plan, timeline and costs
 - c) Design and creation of all focus group related materials (screeners, discussion guides, etc.)
 - d) Focus group facility coordination
 - e) Recruiting of 8-14 qualified focus group participants, as approved by AE
 - f) Focus group moderating
 - g) Video and audio taping of focus groups
 - h) Live video web streaming, when specified by AE
 - i) Payment of all recruited participants, as specified by AE
 - j) Next day, post focus group de-briefings
 - k) Transcription of focus group dialogue
 - l) Analysis of focus groups results
 - m) Creation of preliminary report and presentation
 - n) Re-write of report and presentation
 - o) Delivery of final report, presentation
 - p) Presentation of report (up to 3 presentations)

C. These studies may include the full range of marketing research data collection techniques.

- 1) Telephone interviews/surveys
- 2) Internet panels
- 3) Web-based surveys
- 4) Direct mail surveys
- 5) In-person interviews
- 6) Executive one-on-one interviews
- 7) Focus groups (open and blind)
- 8) Others techniques as appropriate and specified by AE

D. Data analysis techniques may include, but not be limited to, the following with the method for each study:

- 1) Descriptive
- 2) Frequencies
- 3) Cross tabulations
- 4) Checks for statistical significance
- 5) Analysis of variance
- 6) Linear regression
- 7) Multiple regression
- 8) Logistic regression
- 9) Conjoint analysis
- 10) Factor Analysis
- 11) Other techniques as appropriate

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E. Studies may entail the following:

- 1) Multi-year tracking studies, involving monthly, quarterly and annual data collection
- 2) One-time, single studies
- 3) Ad-hoc projects

F. Multiple studies may be conducted simultaneously.

G. The results of these studies shall be summarized and delivered in electronic format, and may include but are not be limited to:

- 1) Data file, containing all individual level responses, in electronic format
- 2) Top-line executive summary report
- 3) In-depth, detailed analysis reports
- 4) Microsoft PowerPoint presentations

4. IMPLEMENTATION REQUIREMENTS

A. In all studies Austin Energy will determine and approve the scope of work, plan, time line, dates and costs before the start of each phase of the project. Once a project phase has begun, Austin Energy will monitor and approve work in progress. Austin Energy will set the specific dates and timetables for all aspects of this study taking into consideration the needs and requirements of the Contractor.

B. Austin Energy will determine the criteria for and approve participants in all qualitative studies, prior to and during the study, with the right to eliminate participants at any time in any phase of the study.

C. Austin Energy will supervise the creation and approval of all materials used for data collection. These will include screeners, questionnaires, surveys, discussion guides, and interview protocols as well as all other materials.

D. Austin Energy will approve all sampling plans to be used in Austin Energy studies.

E. Austin Energy will assist the Contractor during the study and approve the generation of all reports, recommendations and estimates of market size, penetration, and market-share revenue projections.

F. Austin Energy will approve all telephone, direct mail, and web addresses and phone numbers to be used for data collection sample.

5. CONTRACTOR REQUIREMENTS

A. General Requirements

- 1) The Contractor shall assign all of the AE projects to the same analyst who shall have a minimum of eight (8) years of experience, unless otherwise approved by AE.
- 2) The Contractor shall make a reasonable effort to assign all of the AE projects to the same in-house team.
- 3) The Contractor shall respond to any and all communication from Austin Energy via telephone, or e-mail within 4 hours of the time of the communication from AE.
- 4) The Contractor shall provide weekly status/progress reports in electronic format.
- 5) At the completion of each study, all data will be owned by Austin Energy, and will be sent to Austin Energy in electronic format specified by Austin Energy.

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PURCHASING OFFICE
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- 6) The Contractor shall be responsible for developing materials to be used in all studies, unless otherwise specified.
- 7) The Contractor shall be responsible for developing and maintaining a log of all Austin Energy projects.
- 8) Austin Energy will own all materials related to AE studies including: (**See section 0400, item 11**).
 - Questionnaires
 - Screeners
 - Discussion guides
 - Telephone lists
 - Incomplete and completed survey questionnaires
 - All data produced from Austin Energy studies
 - Preliminary reports and presentations
 - Final reports
 - Presentations

B. Personnel Requirements

- 1) All personnel working on AE projects will have undergone a criminal background check and have no felony convictions.
- 2) As a condition of hire, all interviewers working on AE projects shall have completed a onetime training session covering: professional telephone etiquette, i.e. courtesy, politeness, proper language, ability to read and follow a script, accurate note taking, and strategies for handling rude, abusive, angry respondents. Additionally, interviews and all staff utilizing customer data will participate in FACTA training. Documentation of FACTA training will be required.
- 3) All qualitative study moderators must be full-time employees or partners of the Contractor with a minimum of 10 years continuous experience as a focus group moderator, unless otherwise approved by AE.

C. Organizational Requirements

- 1) The Contractor shall validate a minimum of 25% of completed AE surveys.
- 2) The Contractor shall have the personnel on staff to conduct AE surveys in Spanish, if required.
- 3) The Contractor shall have supervisory staff assigned to monitor, in real time, interviewers making calls on behalf of AE.
- 4) The Contractor shall provide the AE with call disposition-summary information for all phone AE survey projects, as requested.
- 5) Interviewers conducting phone interviews for AE will be remotely monitored by AE staff on a random basis, as requested by AE staff.

6. PROPOSER MINIMUM QUALIFICATIONS

- A. The Contractor shall be a full-service marketing research company, with its own on-site call center.
- B. The Contractor shall have a minimum of three years continuous history in which the company's primary business is marketing research.

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8. CONFIDENTIALITY AGREEMENT

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

Contractor shall identify areas of possible conflicts of interest in their proposals that may arise during the term of the anticipated contract. At a minimum, conflicts of interest to be identified include but are not limited to, all those described in applicable professional guidelines and/or statutes. Conflicts of interest may disqualify a firm or its subcontractor from a particular assessment but not disqualify the firm or subcontractor from other assessments or efforts. If, at any time during the course of the contract, conflicts of interest arise, then Contractor shall notify AE immediately in writing of such conflicts.

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
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1. PROPOSAL FORMAT

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

- A. **Business Organization**: State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.
- B. **Authorized Negotiator**: Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.
- C. **Price Proposal**: Complete the Price Proposal Sheet (Section 0705). These prices are to be used throughout the Contract and any variations for each project will be negotiated between the parties in a case-by-case basis. Provide prices associated with each of the following **sample** survey projects:
 - i. Residential customer satisfaction survey
 - a) Call sample not provided
 - b) Average 15 minutes in length phone interviews
 - c) 5 open-ended questions
 - ii. Commercial customer satisfaction survey
 - a) Call sample not provided
 - b) Average 15 minutes in length
 - c) 5 open-ended questions
 - iii. Residential customer program-specific participation survey
 - a) Call sample provided
 - b) Average 15 minutes in length
 - c) 5 open-ended questions
 - iv. Commercial customer program-specific participation survey
 - a) Call sample provided
 - b) Average 15 minutes in length
 - c) 5 open-ended questions
 - v. Residential customer e-survey
 - a) Web addresses provided
 - b) Average 15 minutes in length
 - c) 5 open-ended questions
 - vi. Commercial customer e-survey
 - a) Web addresses provided
 - c) Average 15 minutes in length
 - d) 5 open-ended questions
 - vii. Residential customer focus group
 - a) Approximately 90 minutes in length
 - b) Include typical incentive payment

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- viii. Commercial customer focus group
 - a) Approximately 90 minutes in length
 - b) Include typical incentive payment

- ix. Residential customer online panel
 - a) Panel recruited by the Contractor
 - b) Members will be impaneled for a 3-month period
 - c) Contractor will set the incentive amounts and be responsible for paying all incentives

- x. Commercial customer online panel
 - a) Panel recruited by the Contractor
 - b) Members will be impaneled for a 3-month period
 - c) Contractor will set the incentive amounts and be responsible for paying all incentives

- xi. Residential customer in-person Service Center intercept survey
 - a) 2 locations will be provided
 - b) Approximately 10 to 15 minutes in length

- xii. Commercial customer in-person Service Center intercept survey
 - a) 2 locations will be provided
 - b) Approximately 10 to 15 minutes in length

D. **Solution:** Define in detail your understanding of the requirement presented in the Scope of Work (Section 0500) of this request for proposal and your system solution. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal.

- Provide project specifications including plans for survey development, participant recruiting, data collection, data analysis, report writing, presentation of results, strategic planning and recommendations, and timelines associated with each of the research projects listed in the Scope of Work.
- Describe your plan for providing your own on-site call center and your ability to provide all the necessary resources to meet all of the required responsibilities of the Scope of Work (Section 0500).
- Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal.
- Include documentation of training session covering: professional telephone etiquette, i.e. courtesy, politeness, proper language, ability to read and follow a script, accurate note taking, and strategies for handling rude, abusive, angry respondents or if not completed by the time of award, plans to meet this requirement within 30 days of award.
- Identify staff that are bilingual, Spanish-speaking, who can conduct surveys in Spanish.
- FACTA training for employees handling customer data. If training is not complete, training shall be completed within 30 days of contract award.
- If required, the marketing research firm will deliver an in-person presentation to AE, covering their corporate capabilities and their plans for conducting specified telephone surveys and a focus group.

E. **Prior Experience:** Describe only relevant corporate and individual experience within the past ten (10) years for personnel who will be actively engaged in the project specified in this solicitation. Do not include corporate experience unless personnel assigned to this project actively participated. Supply the project title, year, and reference name, title, present address, and phone number of principal person for whom prior projects were accomplished. At a minimum, this shall be evidence of the minimum qualifications specified in the Scope of Work (Section 0500, part 6B).

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

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

The City reserves the right to reject a proposal containing exceptions, additions, qualifications or conditions not called for in the Solicitation. Additionally, all exceptions or supplemental terms and conditions proposed by a Proposer in response to any portion of this RFP but not submitted at the time required for submitting of the Initial Proposal (i.e., the specified RFP closing date and time listed on the cover sheet of the Solicitation) may be rejected at the sole discretion of the City.

2. ADDITIONAL PROPOSAL TERMS

- A. **Local Business Presence**: The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation. Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of work as reflected in the Offeror's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. Specify if and by which definition the Offeror or Subcontractor(s) have a local business presence.
- B. **Proposal Acceptance Period**: All proposals are valid for a period of one hundred and twenty (120) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.
- C. **Proprietary Information**: All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in

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

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

3. EVALUATION FACTORS AND AWARD

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

- B. **Evaluation Factors:**

- i. 100 points.

- a. Project Management Structure (Reference 1G) - **10 points**
- b. Solution (Reference 1D) - **30 points**
- c. Experience and Personnel (reference 1E and 1F) - **30 points**
- d. Price Proposal (reference 1C) – **20 points**
- e. Local business Local Business Presence (reference 2A) – **10 points**

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

- ii. Interviews, Optional. Interviews may be conducted at the discretion of the City. The City will score proposals based on the items listed above. The City may select a "short list" of Proposers based on those scores. Short listed Proposers may be invited for interviews with the City. The City reserves the right to negotiate the actual contract scope of work and cost after submission. - 25 points

RFP RMJ0302
PRICE PROPOSAL SHEET

NOTE: These prices are to be used throughout the Contract and any variations for each project will be negotiated between the parties in a case-by-case basis. Reference Section 0600 1.C of this solicitation for additional information regarding price.

ITEM	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT OF MEASURE	EXTENDED PRICE
1	Residential customer satisfaction survey (SECTION 0600 1.C.i)	400	Each	
2	Commercial customer satisfaction survey (SECTION 0600 1.C.ii)	400	Each	
3	Residential customer program-specific participation survey (SECTION 0600 1.C.iii)	400	Each	
4	Commercial customer program-specific participation survey (SECTION 0600 1.C.iv)	400	Each	
5	Residential customer e-survey (SECTION 0600 1.C.v)	400	Each	
6	Commercial customer e-survey (SECTION 0600 1.C.vi)	400	Each	
7	Residential customer focus group (SECTION 0600 1.C.vii)	10	Each	
8	Commercial customer focus group (SECTION 0600 1.C.viii)	10	Each	
9	Residential customer online panel (select residential customers) (SECTION 0600 1.C.ix for 3 months duration)	50	Each	
10	Commercial customer online panel (select commercial customers) (SECTION 0600 1.C.x for 3 months duration)	50	Each	
11	Residential customer in-person Service Center intercept survey (SECTION 0600 1.C.xi English)	100	Each	
11a	Residential customer in-person Service Center intercept survey (SECTION 0600 1.C.xi Spanish)	50	Each	
12	Commercial customer in-person Service Center intercept survey (SECTION 0600 1.C.xii English)	25	Each	
			TOTAL COST	\$ -

COMPANY NAME: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

PRINTED NAME: _____

EMAIL ADDRESS: _____

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: _____