



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

**SOLICITATION NO:** RMJ0303  
**DATE ISSUED:** August 03, 2015

**COMMODITY/SERVICE DESCRIPTION:** Remote Energy Audit Services

**REQUISITION NO.:** RQS 15072100845  
**COMMODITY CODE:** 91804

**PRE-PROPOSAL CONFERENCE TIME AND DATE:** 9:00 AM (CST), Tuesday August 11, 2015

**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 309, Austin, TX 78704

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

Ray Moncada  
 Senior Buyer Specialist

**Phone:** (512) 322-6594  
**E-Mail:** [Ray.moncada@austinenergy.com](mailto:Ray.moncada@austinenergy.com)

**PROPOSAL DUE PRIOR TO:** 3:00 PM (CST), Thursday, August 27, 2015

**PROPOSAL CLOSING TIME AND DATE:** 3:00 PM (CST), Thursday, August 27, 2015

**LOCATION:** MUNICIPAL BUILDING, 124 W 8<sup>th</sup> 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:**

<b>Address for US Mail (Only)</b>	<b>Address for Fedex, UPS, Hand Delivery or Courier Service</b>
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation #RMJ0303	Purchasing Office-Response Enclosed for Solicitation # RMJ0303
P.O. Box 1088	124 W 8 <sup>th</sup> 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.**

<b>SECTION NO.</b>	<b>TITLE</b>	<b>PAGES</b>
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	5
0500	SCOPE OF WORK	4
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	1
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0815	LIVING WAGES CONTRACTOR CERTIFICATION–Complete and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	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](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS)

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

**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 0815: Living Wages Contractor Certification**

Company Name \_\_\_\_\_

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.39 per hour.

The below listed employees of the Contractor who are directly assigned to this contract are compensated at wage rates equal to or greater than \$11.39 per hour.

Employee Name	Employee Job Title

**\*USE ADDITIONAL PAGES AS NECESSARY\***

- (1) All future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$11.039per hour.
- (2) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

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

**Section 0835: Non-Resident Bidder Provisions**

Company Name \_\_\_\_\_

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

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

Answer: \_\_\_\_\_

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

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

Answer: \_\_\_\_\_ Which State: \_\_\_\_\_

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

Answer: \_\_\_\_\_

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SUPPLEMENTAL PURCHASE PROVISIONS  
SOLICITATION NUMBER: RMJ0303**

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 10:00 AM, August 17, 2015. Submissions may be made via e-mail to: [Ray.moncada@austinenergy.com](mailto: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 \$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. **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.

4. **TERM OF CONTRACT:**

- A. The Contract shall be in effect for an initial term of eighteen (18) months. 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).
- 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.

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5. **CONTRACT AMOUNT:** The contract authorization shall not exceed \$50,000.
6. **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:	Dennis Lilley
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.
7. **LIVING WAGES (applicable to procurements involving the use of labor):**
  - A. The minimum wage required for any Contractor employee directly assigned to this City Contract is \$11.39 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
  - B. The City requires Contractors submitting Offers on this Contract to provide a certification (**see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$11.39 per hour. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
  - C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).
  - D. The Contractor shall provide to the Department's Contract Manager with the first invoice, individual Employee Certifications for all employees directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each employee directly assigned to the contract. The Employee Certification form is available on-line at [https://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm](https://www.austintexas.gov/financeonline/vendor_connection/index.cfm).
  - E. Contractor shall submit employee certifications annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for employees added to the contract and/or to report any employee changes as they occur.

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- F. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

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

- A. Contractors are required to obtain a certified criminal background report with fingerprinting (referred to as the "report") for all persons performing on the contract, including all Contractor, Subcontractor, and Supplier personnel (for convenience referred to as "Contractor's personnel").
- B. The report may be obtained by reporting to one of the below governmental entities, submitting to fingerprinting and requesting the report [requestors may anticipate a two-week delay for State reports and up to a four to six week delay for receipt of a Federal report].
- i. Texas Department of Public Safety for any person currently residing in the State of Texas and having a valid Texas driver's license or photo ID card;
  - ii. The appropriate governmental agency from either the U.S. state or foreign nation in which the person resides and holds either a valid U.S. state-issued or foreign national driver's license or photo ID card; or
  - iii. A Federal Agency. A current Federal security clearance obtained from and certified by a Federal agency may be substituted.
- C. Contractor shall obtain the reports at least 30 days prior to any onsite work commencement. Contractor also shall attach to each report the project name, Contractor's personnel name(s), current address(es), and a copy of the U.S. state-issued or foreign national driver's license or photo ID card.
- D. Contractor shall provide the City a Certified Criminal Background Report affirming that Contractor has conducted required security screening of Contractor's personnel to determine those appropriate for execution of the work and for presence on the City's property. A list of all Contractor Personnel requiring access to the City's site shall be attached to the affidavit.
- E. Upon receipt by the City of Contractor's affidavit described in (D) above and the list of the Contractor's personnel, the City will provide each of Contractor's personnel a contractor ID badge that is required for access to City property that shall be worn at all times by Contractor's personnel during the execution of the work.
- F. The City reserves the right to deny an ID badge to any Contractor personnel for reasonable cause, including failure of a Criminal History background check. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's reports. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) calendar days of the receipt of notification of denial.
- G. Contractor's personnel will be required to wear the ID badge at all times while on the work site. Failure to wear or produce the ID badge may be cause for removal of an individual from the work site, without regard to Contractor's schedule. Lost ID badges shall be reported to the City's Contract Manager. Contractor shall reimburse the City for all costs incurred in providing additional ID badges to Contractor Personnel.
- H. ID badges to enter and/or work on the City property may be revoked by the City at any time. ID badges must be returned to the City at the time of project completion and acceptance or upon removal of an individual from the work site.

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- I. Contractor is not required to obtain reports for delivery personnel, including but not limited to FedEx, UPS, Roadway, or other materials delivery persons, however all delivery personnel must present company/employer-issued photo ID and be accompanied by at least one of Contractor's personnel at all times while at the work site.
  - J. The Contractor shall retain the reports and make them available for audit by the City during regular business hours (reference paragraph 17 in Section 0300, entitled Right to Audit).
9. **OWNERSHIP AND USE OF DELIVERABLES:** The City shall own all rights, titles, and interests throughout the world in and to the Deliverables.
- A. **Patents:** As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.
  - B. **Copyrights:** As to any Deliverable containing copyrighted subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such Deliverables, provided however, that nothing in this Paragraph 36 shall negate the City's sole or joint ownership of any such Deliverables arising by virtue of the City's sole or joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered work made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of Austin) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.
  - 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.
10. **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:

Dennis Lilley  
721 Barton Spring Road  
Austin, TX 78748  
512-482-5319

**CITY OF AUSTIN  
PURCHASING OFFICE  
REQUEST FOR PROPOSALS RMJ0303  
SECTION 0500  
SCOPE OF WORK  
Remote Energy Audit Services**

1.0 **Purpose**

Austin Energy (AE) has several data collection and analysis tools; however a method to generate remote energy audits (REA) does not exist. The REA will analyze historical energy use and trends to identify patterns of energy use, the facility's operational and maintenance (O&M) characteristics, and to track avoided energy use where retrofits or O&M changes have been implemented. To facilitate this process AE seeks to leverage daily and interval meter data collected through AE's Automated Meter Reading Infrastructure (AMI) and publically available information to deliver a value added service to building owners and operators. Data to be utilized include AE rebate program participation, building data retrieved from the Travis and Williamson County (as needed) Appraisal District property databases, and other public records. The selected Vendor's service shall combine the data to generate an energy model of the facility.

The intent of this service is to: 1) drive and track operational energy efficiency actions that can be counted toward AE energy efficiency goals, 2) provide information to decision makers who invest in energy efficiency upgrades, and 3) encourage participation in Austin Energy commercial rebate programs. The ultimate goal of this service is to increase participation in the commercial rebate program by providing commercial customers with detailed information and assist in tracking ongoing energy use.

For this proof of concept, \$50,000 has been established as an amount not to exceed. Implementation of the Contract shall begin with an initial program set up and analysis of 10 City of Austin buildings and campuses, followed by additional governmental and private sector facilities. The ultimate goal of this contract is to establish a working model with the first ten (10) facilities, and add up to 40 additional facilities based on the cost-per-facility and available contract authorization.

2.0 **Background**

Austin Energy is a municipally owned utility that provides energy efficiency and demand side management (DSM) programs to over 440,000 residential, commercial and industrial (C&I) customers in Travis and Williamson Counties. The city of Austin has set aggressive DSM goals for AE. AE has developed, and continues to develop, a variety of tools to achieve these goals cost effectively. Specifically, in the commercial and industrial area AE provides rebates of approximately \$5.5 million per year which is made up of about \$2 Million dedicated for small business and another \$3.5 Million for C&I conservation programs. In addition, demand response programs are budgeted for the C&I sector at about \$0.5 Million per year. Collectively the C&I energy efficiency and demand response goal comprise between 18 and 20 Mega Watts of AE's annual DSM goals.

AE has a nationally recognized key accounts program that is made up of approximately seven (7) account representatives who are assigned to various market sectors such as commercial real estate, hospitality, electronics manufacturing/data centers, and government. The key account representatives serve as the single point of contact for utility related issues as well as the conservation rebate programs.

In 2008 the City of Austin passed an energy disclosure ordinance that requires commercial customers to develop an energy use rating for buildings over 10,000 square feet. The intent of the energy

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disclosure ordinance is to provide owners information that may cause them to act on high energy use by making operations and maintenance changes as well as investing in energy efficiency.

An additional tool that has recently become available is Property Assessed Clean Energy (PACE) financing. The Travis County has developed a PACE financing program that provides additional information to customers on energy efficiency investments which may help drive participation in a local PACE financing program, furthering the DSM goals.

**3.0 Project Description**

The Vendor shall provide remote energy assessments and tracking services for various commercial and governmental customers of AE. Assessments shall include features that provide detailed energy consumption, savings recommendations, and efficiency performance tracking views across commercial building portfolios. The assessments shall also segment buildings by size, sector, and type and quickly prioritize opportunities across large, disparate and decentralized portfolios of buildings. This aggregated “roll-up” view of the results from remote audits and monitoring/tracking will enable effective ongoing management of commercial and governmental energy efficiency. The analytical reports produced shall be suitable to assist AE in meeting the requirements of an American Society of Heating, Refrigeration, and Air-Conditioning Engineers (ASHRAE) Level II audit. All assessments and analytical reports shall be made available via a dedicated web-based portal.

**3.1 Scope of Services**

- A. Upon successfully completing the initial 10 municipal facilities, Vendor shall provide remote energy assessment services for up to 40 additional locations dispersed across the AE service territory. Each assessment shall be produced solely from electric data as provided by AE and a basic set of information that is publicly available about the physical assets of each building. In some cases 15-, 30- or 60-minute intervals may be available, and in other cases there may only be daily reads available. On-site visits will be permitted where needed with prior approval of Austin Energy’s designated representative(s). Said services to be accomplished under this contract shall be accomplished in three (3) phases:
  - 1. Phase 1 – The initial setup shall include ten (10) City of Austin facilities identified by AE for the express purpose of proving the concept and establishing a working business model.
  - 2. Phase 2 – Implementation of Program. The remaining facilities will be implemented as identified by AE based on available funding.
  - 3. Phase 3 – Quarterly maintenance to include Quarterly Tracking Reports for facilities enrolled in the program as requested for the Contract term

**3.2 Schedule of Services**

- A. For each location included in the list of facilities to be assessed, the Vendor shall submit a completed baseline assessment online within 21 calendar days of receiving the respective location’s utility data. The Vendor shall confirm receipt of building utility data by email to Austin Energy’s designated representative(s).
- B. The services shall be delivered to AE via a dedicated web-based portal. The web-portal shall be available to multiple users and shall ensure data security and privacy that meets standardized protocols. The Vendor shall continue to provide and maintain this web- based portal for the term of the resulting contract.

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- C. Vendor may opt to provide an on-line webinar to present the results to AE and the building's facility staff and use the input from the facility staff to refine the model and associated recommendations.

**3.3 Assessment of Components**

Each assessment shall be performed once for each location, unless otherwise instructed by the AE (See Item 3.6 Support and Maintenance Section). The results shall be published on the Vendor's website portal. A PDF output of the results shall be made available from this website portal to AE and/or users designated by the AE. Each assessment shall consist of the following:

- A. An energy audit available online that shall meet the audit compliance requirements of both operational and retrofit recommendations to reduce energy consumption.
- B. A customized set of energy conservation measures (ECMs) based on a detailed model of the actual building being analyzed for energy savings opportunities.
- C. End-use benchmarking of commercial and institutional buildings against comparable buildings by size, region and type to quickly prioritize opportunities across large portfolios of buildings.
- D. Customized recommendations for each location including operational improvements and retrofit recommendations. Each retrofit recommendation shall include low cost, immediate operational savings and specific actions. A sample set of basic physical asset information for each location shall also be provided for information purposes.
- E. Foundational analysis with charts and detailed summary via web portal. These analyses of operational/occupancy, climate zone, weather, daily, monthly, annual and end-use electric consumption patterns of the building may be used by AE or AE customers to further analyze and improve the performance of the buildings.
- F. The model output must match actual consumption for each hour of the year, except for hours for which actual consumption data is missing or where it can be documented there was an outage or other unusual event such as a Demand Response event.
- G. Must provide detailed hourly consumption responses of each location to ambient weather inputs (including but not limited to wet and dry bulb temperatures, wind speed, solar irradiance, etc. for each end use, for every hour of the year).
- H. Vendor shall provide audit reports and information agreed upon in accordance with this document and the Vendor's proposal for review and approval by AE's designated representative(s).

**3.4 Support and Maintenance**

For each location included in the annual list of AE customer facilities to be assessed, the Vendor shall provide the following:

- A. One (1) 60-minute webinar or on-site meeting to review the results of the remote assessments by the building engineer that conducted the evaluation;
- B. Two (2) additional calls/webinars per building per year for additional questions and advising of building personnel;
- C. Unlimited online support via email;
- D. Maintenance and updates of the web-based portal. Updates will include technical (i.e. new features, releases) as well as building-specific updates that reflect new or updated data/information;

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- E. Technical support of web-portal to include adding/deleting users and updating user data;
- F. Re-estimate/re-analysis of recommendations included in the assessments in response to ongoing feedback from building owner/operator. For invoicing purposes, re-assessments of a location will be considered as 'new' assessments.
- G. A tracking tool or module for the optional tracking of energy use in specific facilities as identified by AE.
- H. The option to export data in a flat file .xlsx or .csv format for use in other analyses or software.
- I. At the end of the Contract, all data collected and analysis performed shall be delivered to the utility in electronic media in mutually agreed format.

3.5 Austin Energy's Responsibilities

- A. AE will identify facilities to be remotely audited and coordinate any information needed or communications required (as available) by the Vendor to perform the audit.
- B. AE will provide the best available meter data (daily or 15-minute as available)

4.0 **Deliverables/Milestones**

Deliverables/Milestones	Description	Timeline (Time periods below are maximums)	Performance Measure/ Acceptance Criteria
Initial setup of software and Web Portal	Make ready for auditing facilities	60 calendar days from Contract award	Web Portal assessable by AE staff and demo by Vendor
Phase 1 – Initial Setup	Setup and analyze the first ten (10) assigned facilities	60 calendar days from establishment of Web Portal	Analysis and reporting output available for use by AE
Phase 2 – Enter additional facilities	Enter additional facilities as needed and assigned by AE.	21 calendar days from assignment	Acceptance of baseline assessment by AE's designated representative
Phase 3 – Quarterly Tracking Reporting	Provide quarterly tracking reports to AE that include all facilities in the database at the end of the quarter	30 calendar days from completion of the calendar quarter (reoccurring)	Quarterly reports provided to AE on time
Project Closeout	Provide a final report and data dump to AE	Within 30 calendar days end of Contract	Close out report and data transfer complete and in easily usable format (.xlsx, .csv, etc.

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**1. PROPOSAL FORMAT**

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

- A. **Business Organization**: State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.
- B. **Authorized Negotiator**: Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.
- C. **Cost Proposal**: **A firm fixed price or not-to-exceed Contract of \$50,000** is contemplated, with progress payments upon acceptance of the Deliverables/Milestones as shown in the Scope of Work (Section 0500, part 4.0). Provide any deviations, if applicable. Complete the Price Proposal Sheet (Section 0705) for your Offered prices and estimated quantities to be used by the City for evaluation purposes. Actual quantities of facilities to be included in the resulting Contract will be dependent upon the unit pricing.
- D. **System Concept and Solutions**: 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.
- i. Define in detail the methodologies used and explain how they follow acceptable engineering practices including the normalization for climate zones and other diverse conditions.
  - ii. Describe the means and methods used to produce the facility baselines and tracking analyses to be used in this assignment
  - iii. Provide evidence of validation by an independent 3<sup>rd</sup> party to verify the analyses methodologies proposed and their reliability.
  - iv. Provide an example of a fully functioning portal for AE's customers and staff to access the information and resulting energy models.
  - v. Initial Setup fee. Describe in detail the process and fees associated with the initial setup for remote energy audits including the analysis of the first ten (10) facilities as described in the Proof of Concept in Section 0500. The initial setup shall include establishing a web portal and full functionality as required to include access to the data and audit results by AE. This may include but not be limited to an online web conference to explain analyses, findings, and recommendations.
  - vi. Remote Audits. Describe in detail the process for adding additional facilities to the database and the outputs produced by the concept. Vendor may charge a fee for the remote audits per facility for additional buildings to be added once the initial setup is complete and approved. Facilities to be added to the analysis shall be identified and approved by AE's designated representatives prior to analysis. Vendor's proposal and submittals shall describe this process and how the information will be disseminated. As a minimum, the Vendor's submittals shall clearly state the means and methods used to analyze the assigned buildings and output to be provided for the use of AE and AE's customers.
  - vii. Audit Updates. Describe in detail the process for producing quarterly update reports, including the format of the finished product, the analyses to be performed and the output to be provided. Facilities for this analysis shall be identified by AE's designated representative(s).
  - viii. Closeout. Describe in detail the closeout process at the end of the contract term. Include the data to be output, output format, and the deliverables to be provided.

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E. **Demonstrated Applicable Experience:** Describe only relevant corporate experience and individual experience for personnel who will be actively engaged in projects related to remote energy audit services of the type described in the scope of work. 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.

- i. For each reference, supply at minimum the following information:
  - Project Title
  - Year
  - Reference Name, Title and phone number
  - Name(s) of key personnel participating on the project
  - Description of work performed
  - Project Duration
  - Total Cost of the Project
- ii. Provide evidence of a track record that demonstrates experience with multiple facility types including but not limited to: Schools, Universities, Hospitals, Offices, Governmental, and Retail type occupancies.
- iii. Provide documentation of experience providing a minimum of 500 facilities with baselines created and energy use analyzed.
- iv. Describe experience working with other utilities to analyze facilities such as universities, hospitals, offices and retail-type occupancies.

F. **Qualifications:**

- i. Vendor shall have a minimum of two (2) years documentable experience with remote energy audits of the type described in this document.
- ii. Vendor shall have a proven track record with a minimum of 500 facilities with baselines created and energy use analyzed.
- iii. Vendor shall provide a documented history that includes working with other utilities to analyze facilities.
- iv. Vendor's track record shall include multiple facility types including but not limited to: universities, hospitals, office, governmental, and retail type occupancies.
- v. Vendor's track record shall utilize methodologies that follow acceptable engineering practices and the normalization for climate zones and other diverse conditions.
- vi. Vendor shall have evidence of validation by an independent third party to verify analysis methodologies and reliability.
- vii. Vendor shall have fully functioning portals for customers and staff to access the information and resulting energy models.

G. **Personnel and Project Management Structure:** 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.

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.

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- 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. 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 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**

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

B. **Evaluation Factors**:

i. 100 points.

1. System Concept and Solutions (reference 1.D) – 30 points
2. Demonstrated Applicable Experience (reference 1.E) – 15 points
3. Qualifications (reference 1.F) – 10 points
4. Personnel and Project Management Structure (reference 1.G) – 5 points
5. Total Evaluated Cost (reference 1.C) – 30 points
6. Local Business Presence (reference 2.A) – 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 RMJ0303  
Cost Proposal Sheet**

**Copies of proposal: Vendor must submit six copies of its signed proposal - one original and five copies.**

**Special Instructions: Be advised that exceptions taken to any portion of the solicitations may jeopardize acceptance of the bid.**

ITEM	ITEM DESCRIPTION	ESTIMATED QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
1	Initial Setup Fee (one time charge to include first ten (10) facilities) phase 1	1	Each		
2	Remote Audit per facility phase 2 (if there is money left from not exceed amount)	40	Each		
3	Quarterly Tracking Reports	50	Each		
4	Closeout (One time fee)	1	Each		
<b>TOTAL BID</b>					

COMPANY NAME: \_\_\_\_\_

SIGNATURE OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_