



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

SOLICITATION NO: RMJ0306
DATE ISSUED: January 25, 2016

COMMODITY/SERVICE DESCRIPTION: Call Center
 Temporary Staffing Services

REQUISITION NO.: RQM 15111200095
COMMODITY CODE: 96130

PRE-PROPOSAL CONFERENCE TIME AND DATE: February 03, 2016 at 1:30 PM (CST)

LOCATION: Town Lake Center – Austin Energy 721 Barton Spring Road, Assembly Room # 130, Austin, Texas 78704

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

PROPOSAL DUE PRIOR TO: February 26, 2016 at 2:00 PM (CST)

Raymundo Moncada Jr.
Senior Buyer Specialist Corporate

PROPOSAL CLOSING TIME AND DATE: February 26, 2016 at 2:00 PM (CST)

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 #RMJ0306	Purchasing Office-Response Enclosed for Solicitation # RMJ0306
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, _6_ COPIES, AND 1 ELECTRONIC COPY (CD/FLASH) 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	10
0500	SCOPE OF WORK includes Exhibits A & B	102
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	7
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	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0815	LIVING WAGES CONTRACTOR CERTIFICATION–Complete and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE NO GOALS FORM – Complete & return	2
0903	AFFIDAVIT OF COMPLIANCE (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

Responding Company Name _____

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

- 1. Company's Name _____
Name and Title of Contact _____
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 \$13.03 per hour.

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

Employee Name	Employee Job Title

USE ADDITIONAL PAGES AS NECESSARY

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

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

Section 0835: Non-Resident Bidder Provisions

Company Name _____

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

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

Answer: _____

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

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

Answer: _____ Which State: _____

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

Answer: _____

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

SOLICITATION NUMBER:
PROJECT NAME:

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

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

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

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

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

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

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

Company Name	

Name and Title of Authorized Representative (Print or Type)	

Signature	Date

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

SOLICITATION NUMBER:
PROJECT NAME:

PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION

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

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

Name and Title of Authorized Representative (Print or Type)

Signature

Date

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

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

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

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor _____ **Date** _____ **Director/Deputy Director** _____ **Date** _____

AFFIDAVIT OF COMPLIANCE

I HEREBY AFFIRM that I, [name] _____, am the [title] _____, and the duly authorized representative of [name of business] _____.

I am over 18 years of age, of sound mind, capable of making this affidavit, personally acquainted with the facts stated in it, and I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

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

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

Signed this the ____ day of _____, 20__.

Signature of Affiant

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

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

Notary Public in and for the State of Texas

My commission expires: _____

**CITY OF AUSTIN
PURCHASING OFFICE
CALL CENTER TEMPORARY STAFFING
REQUEST FOR PROPOSAL (RFP)
SUPPLEMENTAL PURCHASE PROVISIONS
SOLICITATION NUMBER: RMJ0306**

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 (CST), February 08, 2016. Submission may be made via e-mail to ray.moncada@austinenergy.com.

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

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

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

City of Austin Purchasing Office
Department Austin Energy
Attn: Accounts Payable
PO Box 3546
Austin, TX 78764

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).

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- (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.

- (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (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.

- 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. **BID / PROPOSAL / RESPONSE BOND: ("BOND") (Applicable to procurements requiring a Payment and/or Performance Bond)**
 - A. All Offers shall be accompanied by a Bid / Proposal / Response Bond in an amount of not less than five percent (5%) of the total Offer. The Bid / Proposal / Response Bond must have a Power of Attorney attached, issued by a solvent surety authorized under the laws of the State of Texas and acceptable to the City, a Cashier's check, or money order..

 - B. The Bid / Proposal / Response Bond accompanying the Offer of the apparent successful Offeror will be retained until a Contract is awarded and the successful Offeror executes the Contract and furnishes any required bonds and insurance, after which the Bid / Proposal / Response Bond will be returned to the Offeror. The Bid / Proposal / Response Bond provided by the next lowest or next Best Offeror will be retained until a Contract is awarded. All other Bid / Proposal / Response Bonds will be returned within a reasonable amount of time necessary to make an award recommendation.

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4. **PERFORMANCE BOND:**

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

5. **TERM OF CONTRACT:**

- A. The Contract shall be in effect for an initial term of 24 months and may be extended thereafter for up to three (3) additional 12-month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 180 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first 12 months. Thereafter, any requested price changes must mutually be agreed upon by the City and the Contractor and are subject to the Economic Price Adjustment provisions of this Contract.

6. **QUANTITIES:** The City anticipates awarding a contract not to exceed \$10,700,000 annually. 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 Parts 12 and 13 in Section 0300 and Part 3 (D) (8) in Section 0500)

- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12 and required in Section 0500 Part 3 (D)(8). Invoices received without all required information cannot be processed and will be returned to the Contractor.

Invoices shall be **electronically** sent to the Project Managers as identified below. More detailed information about the formatting, specific email addressing and general routing instructions will be determined during the formal contract creation and execution. In the event of the electronic invoices

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becoming deficient in any way or otherwise unable to be electronically sent for any reason, the invoices can as a backup be sent through traditional United States Postal Service to the address specified below:

	City of Austin	
Department	City of Austin	
Attn:	Richard Castillo - City Wide Information Call Center	
Address	721 Barton Springs	
City, State Zip Code	Austin, TX 78704	
	RichardD.Castillo@austintexas.gov	
	City of Austin	
Department	Austin Energy	
Attn:	Jami Nieto	
Address	721 Barton Springs Road, Room 316, Utility Call Center	
City, State Zip Code	Austin, TX 78704	
	Jami.Nieto@austinenergy.com	

B. Invoices shall contain at a minimum the following information:

- a. Contract staff name
- b. Hours worked
- c. Hourly pay rate
- d. Overtime hours and rates (if applicable)
- e. Performance Credits (as outline at paragraph 3 (E), Section 0500)
- f. Contract personnel start date
- g. Contract personnel end date (if applicable)
- h. Bill rate
- i. Contract personnel position/title

8. **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 \$ 13.03 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. The City requires Contractors submitting Offers on this Contract to provide a certification (**see the Living Wages Contractor Certification included in the Solicitation Section 0815**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage

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equal to or greater than \$13.03 per hour. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.

- C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).
- D. The Contractor shall provide to the Department's Contract Manager with the first invoice, individual Employee Certifications for all employees directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each employee directly assigned to the contract. The Employee Certification form is available on-line at:
https://www.austintexas.gov/financeonline/vendor_connection/index.cfm.
- E. Contractor shall submit employee certifications annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for employees added to the contract and/or to report any employee changes as they occur.
- F. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

9. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

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").

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

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11. ECONOMIC PRICE ADJUSTMENT:

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12-month period of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed five percent (5%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
- i. The following definitions apply:
- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
 - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index identified below. Where applicable:
- (1) Utilize final Compilation data instead of Preliminary data
 - (2) If the referenced index is no longer available shift up to the next higher category index.
- iii. **Index Identification:** apply.

Weight % or \$ of Base Price: 100	
Database Name: Producer Price Index Industry Data	
Series ID: PCU561380561380101	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: N/A	
Description of Series ID: Temporary Help Services	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All except overtime	

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markup

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

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

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

F. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.

12. **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

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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.

13. FAIR AND ACCURATE CREDIT TRANSACTIONS ACT OF 2003 (FACTA)

- A. 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 CFR681] and agrees to exercise due diligence in accordance with reasonable policies and procedures to detect, deter and prevent the risk of identity theft (See Section 0903 FACTA Affidavit). By signing the Affidavit the Offeror affirms to the City that it maintains its own identity theft prevention program. The City may only award a Contract, to which this provision applies, once the signed and notarized Affidavit is received.
- B. **Breach:** In the event of a breach (as defined in TX BC §521.053 (a)) Contractor shall notify City in writing without unreasonable delay. In accordance with the provisions of TX BC §051.053 (b)- (h). Additional information pertaining to identity theft can be found at: www.statutes.legis.state.tx.us/SOTW/Docs/BC/htm/BC.521.htm
- C. **Notification:** Contractor shall notify City of Any applicable breach by written notification to the Contract Manager (see section 15 CONTRACT MANAGER) below.
- D. **Remedies:** Failure to notify the City of a breach is a violation of City Policy, and State and Federal Law. State remedies may include a civil penalty and fine in accordance with TX BC §521, Subchapter D, Section 521.151.

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

Richard Castillo

721 Barton Springs Road, 311 Call Center, Austin, TX 78704

RichardD.Castillo@austintexas.gov

15. *CONTRACT COMPLIANCE ADMINISTRATOR/CONTRACT MANAGER: The following person is designate as Contract Compliance Administrator/Contract Manager, and will act as the contact point between the City and the Contractor for contractual issues, financial issues of dispute or interpretational nature and administration of the Contract Terms and Conditions:

Jeff Randolph

721 Barton Springs Road Room 418.2, Austin, TX 78704

Jeff.Randolph@austinenergy.com

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*Note: The above listed Project Manager and Contract Compliance Administrator/Contract Manager are 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 Compliance Administrator/Contract Manager or Project Manager is prohibited during the no contact period.

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1. PURPOSE

The City of Austin (COA) Electric Utility Department, dba Austin Energy, hereinafter referred to as AE, seeks proposals in response to this Request for Proposal (RFP) from temporary staffing agencies, qualified and experienced in partnering with large organizations and/or government agencies, and providing Contract Personnel for customer contact in-bound call centers. The purpose of this RFP is to provide AE with experienced and otherwise qualified inbound customer service representatives on a long and short term basis to staff the Citywide Information Contact Center (3-1-1) and the AE Utility Contact Center and to support the business needs of each.

2. BACKGROUND

The AE Utility Contact Center and Austin 3-1-1 are both divisions of AE's Customer Care business unit. AE is the COA, Texas municipally-owned electric utility, serving over 750,000 people and delivering electricity to approximately 400,000 customers within its service area. The AE system includes three local power plants, 50 distribution substations and over 9700 miles of distribution feeders both underground and overhead.

The AE Utility Contact Center currently located at 721 Barton Springs is responsible for managing all customer interactions with regard to COA customers' electric, water and wastewater accounts. In addition to general inquiries, processing start and stop service requests and billing questions the Customer Service Center is responsible for managing the flow of information to customers as a result of interruptions in service during weather related outages. The AE Utility Contact Center receives an average of 120,000 calls per month from November through May, with an increase in calls up to 155,000 per month from June through October.

Austin 3-1-1 is located at 1520 Rutherford Lane Austin Texas and is the single point of contact for citizen to city communications regarding information about all city services and departments. Austin 311 receives on average 100,000 calls per month with our busiest months being May through October. Other increases in volume result from community events or weather emergencies. Austin 3-1-1 handles all after hours outage calls for the AE Utility Contact Center and any overflows during regular business hours that may come. Austin 3-1-1 operates 24 hours a day, 7 days a week, 365 days a year.

The AE Utility Contact Center and Austin 3-1-1 staff are considered essential staff and shall be required to work any day any time, including holidays and weekends. A list of the City of Austin's observed holidays can be found at the following link:

<http://www.ci.austin.tx.us/library/lbplclos.htm>

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The City may change the location of either Call Center upon thirty (30) days written notice to Contractor. Contractor shall be responsible for notifying affected employees.

Retention of Call Center staff is a paramount concern in the awarding and management of this contract. It is estimated that failure to retain Call Center staff could cost at least \$1.1 million per year in retraining, in efficiency (tenured verses untenured), in overall quality of services, and in maintaining a Call Center adequate to address the City's ongoing needs. Longer tenured staff equates directly to higher customer satisfaction. Therefore, a Retention Plan from the Contractor will be an essential element of their response.

3. SCOPE OF WORK

A. **Title of Program** Call Center Contract Staffing

B. **Objective** COA is seeking the services of Staffing Services Contractor(s) to provide an estimated core of 90 to 180 qualified contract call center personnel, on an on-going and/or as needed basis to maintain adequate staffing levels in various areas for ongoing operations of two high volume inbound customer care centers.

C. **Implementation**

1. Upon award, the Contractor will be required to attend a pre-contract implementation meeting with AE staff to discuss key issues with including but not be limited transitioning current contract personnel, timelines, roles and responsibilities, reports and performance evaluations. The Contractor will be evaluated every three months of the contract period on performance factors for provision of reward or penalty outlined in Section "K" below (Service Level Agreement). Each factor is weighted based on level of importance, with a maximum of 100 points possible.
2. The Contractor shall, at the City's sole discretion give priority to applicants currently working for the COA or AE as_contract personnel, which are in "good standing" and apply for a position with the Contractor. "In good standing" shall be defined as an employee who does not have any performance issues and/or is not on a corrective action plan to correct any performance or behavioral issues. Contract personnel_already on assignment that apply and are selected to continue will be transitioned at the greater of Contractor's pay rate for that specific position as stated in this Contract or the personnel's current pay rate and tenure, including hours towards benefits accrued.
3. The City currently has 146 Contract employees as of June 2015 in the two Call Centers, It is anticipated that the new Contract will be awarded in early-mid 2016. Contractor acknowledges that time is of the essence to transition willing contract personnel currently on assignment with COA and designated by COA as in good standing within 60 calendar days of Contract Award. All other staffing activities shall begin upon award of the Contract, unless otherwise approved in writing by Austin Energy Project Manager.

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4. In addition, Contractor shall be ready to provide onsite staffing management and project manager to support transition, implementation, and training within 30 calendar days of Contract Award. This additional on-site support shall be in place for a minimum of 30 calendar days unless otherwise approved in writing by Austin Energy Project Manager. Work hours/days must be proposed by Contractor for approval by Austin Energy Project Manager, and must be convenient to support the schedules of the Contractor Call Center employees.

D. Contractor Responsibilities

1. Contractor shall assign a dedicated Account Manager to support and lead overall relationship.
2. Contractor shall provide tested and qualified personnel in a timeframe not to exceed 20 business days from when request is submitted from AE to fill positions ordered. Contractor shall forward the respective Pre-Assignment candidate package 2 business days prior to AE interview (see Section E Pre Assignment Package). All activities related to the initial interview process will be the responsibility of the Contractor. AE facilities will not be available for this process.
3. Contractor shall provide qualified candidates able to work any day at any time including holidays.
4. Contractor shall provide qualified bilingual Spanish speaking candidates as dictated by AE's business needs.
5. Contractor shall conduct an exit interview and provide a copy of the text to AE within 7 calendar days of any candidate/employee's date of separation in a format approved by AE.
6. Contractor shall provide a comprehensive list of skill assessments, administer testing, and provide scores as required by AE prior to referral to AE for interview. AE must approve any changes to assessments and/or testing requirements.
7. Contractor shall provide automated timekeeping payroll system to their staff that is accessible by AE to approve and audit.
8. Contractor shall obtain required background checks (reference Section 0400, Section 10 prior to referral to AE for interview.
9. Contractor shall submit weekly invoices that are accurate, current, and complete for all personnel. Invoices shall detail the following information:
 - a. Contract staff name
 - b. Hours worked
 - c. Hourly pay rate
 - d. Overtime hours and rates (if applicable)

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- e. Performance Credits (as outlined in Section E)
 - f. Contract personnel start date
 - g. Contract personnel end date (if applicable)
 - h. Bill rate
 - i. Contact personnel position/title
10. Contractor shall correctly reimburse AE for performance credits for all terminated employees within one month of separation from AE assignment of said employee(s), or upon the next invoice, whichever is sooner. Separate Performance Credit Report detailing employee start date and termination date shall support Performance Credit invoiced.
11. Contractor shall submit all specified reports and invoices to COA as detailed in Section 0500, Part 3 (K) (5) (d) (Reports) below by established deadlines and shall ensure that all reports and invoices are accurate. COA reserves the right to prescribe format and frequency of such reports. AE shall reserve the right to change due dates for all reports, and shall notify Contractor within ten (10) business days of any said change.
12. Contractor is required to provide at contractors expense, business intelligence programs that drive performance improvements, mitigate risk, provides status on contract metrics and provided reporting. The program shall be in the form of a secure web based dashboard to view and retrieve reports described in Section K; Service Level Agreement Performance Measures Dashboard shall be updated within 24 hours of invoice receipt by AE.
- a. Contractor shall provide all software to support managing communication of staffing requests, complete business intelligence Dashboard (supporting reports in Section 0500, Part K, Service Level Agreement, support of City of Austin audit responsibilities (auditable), time sheets, etc.
13. Contractor shall provide an on-site company representative devoting a minimum of forty (40) hours per week, at each location where the number of contract personnel totals 25 or more. Onsite time shall be logged in and recorded by the representative and verified by the AE call center manager or designee.
- a. The representative's duties shall include, but are not be limited to the following:
 - i. Handling performance issues
 - ii. Providing feedback to AE call center leadership
 - iii. Facilitating the timely submission of required reports
 - iv. Distributing contract personnel payroll checks
 - v. Performing exit interviews
 - vi. Transmitting results to City
 - vii. Devoting a minimum of six (6) hours per week to offsite administration duties pertaining to this contract, including but not limited to, job fairs held at AE and other City locations, or as requested by the call center manager or designee
 - viii. Conduct quarterly account reviews
 - ix. Complete CSR training at the supported site.
 - x. Provide a minimum of one hour coaching session per month per contract personnel

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- b. All personnel changes to Staffing Company account management and on-site representative will be mutually agreed upon by AE and the Staffing Company. Any account management and on-site Staffing Company representative designated to AE will be interviewed by AE, provided a 90 days trial period and an evaluation to determine fit for the account. Prior to the end of 90 days AE will have the right to request reassignment of Staffing Company account management and on-site representative.
 - c. No on-site Contractor company representative shall manage an excess of 40 contract personnel. Once a reporting structure of 35 contract personnel is determined a meeting with the AE management team will be scheduled to discuss whether additional contract company representation is needed and on boarding timeline. Final decision of need for additional on-site Contractor company representative is made by AE.
 - d. Contractor shall pay for additional on-site company representative. These expenditures will not be considered billable activities to the City.
14. Upon contract personnel separation, Contractor shall be responsible for collecting and returning any work product created in support of the City and any City issued property, including but not limited to identification badges, parking passes, headphones, to the City within five (5) business days of separation date. If Contractor does not return City property in good working order as judged by the City and within the allotted time period, Contractor shall reimburse the City for the replacement cost as mutually agreed upon by both parties. The reimbursement shall be in the form of a credit and must be listed as a separate line item on the respective location's invoice. City property credits must be issued to the City within three (3) weeks of said contract personnel's separation at a mutually agreed upon cost.
15. Recruitment and Retention Plan: The City finds that experienced employees are more efficient, more accountable, clearly communicate when issues arise, and in a better position to deliver outstanding goods and customer service. Superior employee retention programs provide better value to the City for the reasons listed. Contractor shall propose a Call Center Staff retention plan that addresses such areas as compensation, leave, vacation time, award/recognition programs, incentives, training and other benefits. Contractor shall adhere to the Recruitment and Retention Plan as submitted with their Proposal, unless approved otherwise by the City.

E. Pre-Assignment Package

- 1. Contractor shall provide Pre-assignment packages in a format approved by AE for all contract personnel recommendations including but not limited to the following:
 - a. Résumé,
 - b. Application,
 - c. All pre-employment test results
 - d. Bilingual designation (Special Assignment Provisions Section 0500, Part I (2)).
 - e. Documented proof that a background investigation has been completed as detailed in Section 0400, paragraph 10 of this solicitation.
 - f. Financial

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- g. Vulnerable population
- h. Documented Reference Checks performed by Contractor from not less than 3 previous employers. Personal references will not be accepted.
- i. Signed acknowledgments (as listed above) of receipt of AE Policies and Procedures and commitment to comply.

AE reserves the right to require additional information as part of the “Pre-employment Package” prior to accepting a recommendation for assignment to AE.

F. Training:

1. All new contract personnel will be provided training on all applicable software systems during the designated training period. The training day will be 8-hours in length.
2. Contract personnel shall be considered to have successfully completed the training period through: attendance in all training modules, meeting the minimum daily attendance and punctuality requirements, successfully passing all required training modules including the final training module and having demonstrated the knowledge, skills, and abilities defined in the job description.
3. Contract personnel shall attend refresher training as required.

G. Training Credits

1. Contractor will reimburse AE the amount of funds paid to the Contractor, for any contract personnel failing to complete the initial 29 days of training for any reason other than those listed below. The reimbursement for training costs will be assessed through a performance credit and deducted from the invoice following the first month after said contract personnel’s assignment at AE was ended.

A sliding scale for reimbursement will be used until week 21 plus 1 day (141 days) is achieved. Next period begins at the end of the previous period plus one day.

Sliding Scale	
weeks	% reimbursement to AE
4 plus 1 day	100
8 plus 1 day	80
12 plus 1 day	60
16 plus 1 day	40
20 plus 1 day	20

2. Exceptions to the completion of the twenty-nine day training evaluation period and sliding scale may be given for the following reasons:
 - a. Military Assignment

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- i. Travel orders can be supplied for verification.

Contractor will reimburse AE for training costs for any contract personnel whose assignment is terminated for the above reason. Contractor shall document the reason for non-completion of training within the contract personnel's record, with note of eligibility for possible reassignment to AE in future, should employee become available to return. Other reasons may be considered at AE's sole discretion.

H. Work Locations and Hours:

1. Location:

Contract personnel will be assigned to work at AE in the Customer Service Center location; currently located at 721 Barton Springs Rd. or the Citywide Information (3-1-1) Contact Center, currently located at 1520 Rutherford Lane Work locations are subject to change.

2. Hours:

- a. The hours of work will vary, depending upon the needs of the operation. Hours of operation for the AE Utility Contact Center are between 7:00 a.m. and 9:00 p.m., Monday through Friday, and Saturday between 9:00 a.m. and 1:00 p.m. Evening hours may be required to cover the customer contact center's 24-hour emergency response needs.

The 3-1-1 Citywide Contact Center operates 24-hours per day 7 days per week, including holidays.

- b. The anticipated duration of work hours for the AE Utility Contact Center shall be eight (8) hours per day, Monday through Friday, or eight (8) hours per day, Monday through Thursday and Saturday, for a total of forty (40) hours per week, for an employee contracted at 40-hours per week.

The Citywide Information Contact Center (3-1-1) operates 24x7 and schedules will be determined based on the operational needs. The duration of hours per day and "work week schedule" may vary, depending upon business needs. Contract personnel may be required to work overtime on short notice.

- c. Contract personnel scheduled to work at least 40-hours per week shall be considered "full-time" and subject to overtime pay.
- d. Contract personnel regularly scheduled to work less than 40-hours per week shall be considered "part-time". Part-time contract personnel that exceed a total of 40-hours while on assignment at AE in the same work week will be

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subject to overtime pay.

- e. Contract personnel called to work and subsequently sent home due to lack of work or other reasons beyond their control, will be paid a minimum of two (2) hours as “show up time”. Any hours in excess of two (2) hours will be paid at the normal rate. This provision shall *not apply* to employees sent home due to misconduct, improper attire, a failure to possess access security identification upon entry, tardiness, or other violations of performance or noncompliance with other employment provisions of the Contract.
- f. Shift Differentials may be paid upon approval by AE. Contractor shall not charge an additional mark-up on shift-differential above the rate negotiated for regular hours worked, while on assignment at AE.
- g. Unless otherwise notified by AE, Contractor personnel shall report for work as required. This includes, but is not limited to, emergencies declared by the Office of Emergency Management, Incident Command Center, Business Unit or Call Center.

3. Call-Back and Stand by Time:

- a. Call-Back Time is defined as an unscheduled or emergency assignment to return to work outside of scheduled work hours. Unless otherwise designated by Austin Energy, Call-Back Time begins from the time the contract personnel arrive on site and begin work. Call-Back Time is payable to the contract personnel at the then-current Over-Time Markup Percentage. Call Back Time shall be coded as such on all applicable time sheets, invoices and reports.
- b. Stand-by Time is defined as a period of time during which contract personnel must remain fit for duty and available to return to work, outside of scheduled work hours, holiday work time or scheduled over time. Contract personnel shall be paid their regular pay rate or via paid Vacation Time through the Contractor for Stand-by Time, as designated by AE. Stand-by Time shall be considered productive time and is considered in the calculations for Over-Time pay to Contractor employee. Unless otherwise designated by AE, Stand-by Time begins from the time the employee is designated as “on Stand-by Time” until they begin working or the Stand-by designation period is cancelled.

Stand-by Time is payable to the Contractor at the then-current applicable Contractor Markup Percentage. Stand-by Time shall be coded as such on all applicable time sheets, invoices and reports.

- c. AE reserves the right to utilize additional payment categories as they may become necessary upon agreement by Contractor.

I. Special Assignment Provisions:

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During the first six (6) months of the Contract, the Contractor shall give priority to applicants currently working for the COA or AE as contract personnel who are “in good standing” and who apply for a position with the Contractor. “In good standing” shall be defined as an employee who does not have any performance issues and/or is not on a corrective action plan to correct any performance issues.

1. Contractor to Permanent Employee Conversions

After successful completion of the training program, AE may make an offer of employment for a full-time permanent position to any contract personnel successfully completing ninety (90) days of work for AE without a fee to AE or a penalty to AE or to the contract personnel.

2. Bilingual Pay Program

- a. AE currently has a bilingual pay program and reserves the right to approve eligible candidates for a bilingual pay allowance based upon the established criteria of the program. Pay to the employee shall be in the form of a monthly allowance in an amount not to exceed the City's then-current bilingual pay allowance amount and shall be paid as a lump sum at month end. Contractor shall invoice each Call Center separately for all allowances at the end of the month. AE also reserves the right to discontinue or modify the program at any time.
- b. In the event that a separation occurs before the end of the month, or the date of eligibility is not at the start of the month, the bilingual allowance billing shall be prorated based upon the number of days worked in the month. At minimum, the billing for the bilingual allowance shall include: contract personnel name, date of eligibility for bilingual pay, amount of monthly allowance, date of separation (if applicable) and contractor mark-up.
- c. Unless otherwise agreed upon by both parties, Contractor shall utilize the City's current vendor and exam(s) to assist in determining eligibility under the Bi-Lingual Pay Program. In the event that the Contractor is requested to pay for the language proficiency exam for all contract personnel that have been selected to work at the AE or 311 Call Center, Contractor will be reimbursed for the cost of the exam regardless of whether or not the contract personnel passes the exam. Billing for the exams shall be included on the monthly invoices for bilingual pay. At minimum, the billing for the language proficiency exam shall include: contract personnel name, cost of exam and, date of exam, and documentation from the language proficiency center indicating results of the exam. Contractor has to use our provider and we reimburse them for the cost; they do not operate under our contract; pay person for their time to take the test.

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AE shall not be liable to reimburse Contractor for the cost of exam in the event of contract personnel "no- show" and/or ineligibility to take the exam due to lack of identification, tardiness, cheating or not completing the exam.

- d. The Bi-Lingual Pay program may be discontinued and/or modified at any time by AE with thirty (30) written notices.

3. Remote Work Program

- a. AE currently has a Remote Work Program and reserves the right to approve eligible candidates for this program upon the established criteria of the program.
- b. A Remote Work Program and Privacy acknowledgement is signed prior to acceptance of the program.
- c. Contractor shall be liable to reimburse AE for any costs of equipment (including but not limited to personal computers) loaned to Contractor for offsite or remote work. Any physical assets loaned to the Contractor staff for remote or other offsite work will be identified and tracked prior to issuance to Contractor by their AE IT asset inventory numbers as shown on each piece of equipment's AE IT asset management bar code sticker.
- d. AE also reserves the right to discontinue or modify the program at any time upon 30 days' notice.

4. Working Offsite

- a. Location of work can vary based on business need and may differ from the two main locations. The activities involved while working at an offsite may include but are not limited to community outreach and City of Austin department support.
- b. AE will make every attempt to consider transportation limitations in selecting volunteers. In the event the request is due to an emergency response or natural disaster, personal location and distance from alternative site may be considered.
- c. AE will not be liable to reimburse Contractor for the cost of travel and related incidentals.

J. AE Policy and Procedure Acknowledgements:

All contract personnel provided by Contractor shall comply with the Contractors' and AE's required Acknowledgements listed below and incorporated as Exhibit B. All contract personnel shall agree to and demonstrate compliance with such acknowledgements and subsequent

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updates by providing the contract personnel signature on the respective Contractor Affidavit. All policies should be signed off on at time of acceptance of the job.

1. Confidentiality Agreement
2. Public Trust Policy (COA's Code of Ethics and Standards of Conduct)
3. Disclosure Policy
4. Telephone Monitoring and Recording Policy
5. Emergency Closures (Essential and Non-essential Employees Policy)
6. Harassment and Sexual Harassment Policies
7. Internet Use Policy
8. Office Attire Policy
9. Policy on Use of Cell Phones
10. Safety Manual or briefing
11. Training Acknowledgements
12. AE Attendance Policy
13. AE Call Center Schedule Adherence Policy

The below documents will be supplied during contract negotiations.

14. FACTA (Fair and Accurate Credit Transaction Act)
15. ISO (International Organization for Standardization)
16. AE Customer Service Center Leave Policy
17. Contractor Chain of Command and complaint procedure

The above list may be updated as is necessary and at any time by AE.

K. Service Level Agreement

1. Contractor's performance shall be assessed every three (3) months by AE Management according to the criteria listed below (See Exhibit A, Performance Scoresheet for example of scoring system). Data will be collected the first three (3) months of Contract Award and evaluated at the end of the following 90 day period. Vendor will timely assist in the collection and provision of data in dashboard form in support of Austin Energy's performance metric. The weights assigned represent the minimum performance requirements under the terms of this contract.
2. An Escalation procedure, as outline in Section 3 N of this document, will be executed if less than 70 points are earned in a review period or a failure to adequately support AE Utility Contact Center and/or Austin 3-1-1.
3. If 90 points are achieved, a 1% increase in contractor markup will be granted for a period of three months, immediately following the review period. At the end of the 3 month period the contractor pay will reset. The one percent increase will not be cumulative. If the contractor receives less than 75 points, contractor markup will be reduced by 1% for a period of three months immediately following the review period.

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4. The Staffing Company will be given 90 days written notification prior to any updates in the service level agreement.
5. Performance metrics for this contract will be calculated as follows:
- a. Staffing: The following criteria will be used to evaluate the Contractor performance related to staffing:

- i. 100% of Contractor-referred applicants meet minimum requirements for the respective position for which they have been referred (weight: **10 points**).
- ii. 100% of staffing requests are fulfilled within four weeks (20 business days) (weight: **3 points**).
- iii. Attrition of combined centers shall not exceed 4.5% per month. This will be reviewed and an average calculated every 3 months. (weight: **15 points**)

Attrition Rate

$$Rate = \frac{\text{average number of employees who left} *}{\text{average number of employees who were employed}} \times 100$$

* Number is not including positive attrition (attrition due to conversion to a City of Austin position). Validated via COA HR

- iv. 100% of staffing requests are acknowledged within 24-hours or upon the next full business day (weight: **2 points**)
 - v. An average minimum of 95% reliability (attendance) for all Staffing Contract Customer Service Representatives (CSRs). (weight: **5 points**)
 - vi. 100% of Pre-Assignment packages submitted are complete (as defined in 0500 Section H "Pre-Assignment Package" (weight: **5 points**).
 - vii. 100% of staffing requests are filled and begin on day one of training. (Weight: **10 points**).
 - viii. 80% of staffing candidates fulfill training and complete 2 weeks of assigned schedule. (Weight: **10 points**).
- b. Responsiveness: Contractors' actions to correct personnel issues at AE's request are handled within the specified timeframes 95% of time as follows: (weight **10 points**).
- i. Written acknowledgement of notice of personnel issues regarding contract personnel is within 24-hours.
 - ii. Contractor has made contact with potential Contract personnel within three (3) business days after receiving notice from COA of said employee(s) issue(s).
 - iii. Written documentation of Contractor action(s) to address personnel issue(s) is submitted to COA within four (4) business days from the time of notification of the personnel issue as "Personnel Complaint Close-out"

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- iv. An automated Customer Service Relationship system will be used to assign and monitor responses. The Staffing Company will propose a system that will enable the Staffing Company to log in and enter Staffing Candidates data into the system (First and last name, start date, confirmation that all agreed upon background and employment checks have been completed), within (insert # of days) calendar days of (insert event).

- c. Invoicing: Contractor will electronically submit weekly invoices that are timely, accurate, current, and complete for all personnel and detail the required information.
 - i. 95% invoices received are accurate. Irrespective of the number of errors on an invoice, the invoice is considered in error if any information is erroneous, whether missing, written or mathematical (weight: **10 points**)
 - ii. 95% of invoices are submitted by the due date, with all required supporting documentation (timesheets) (weight: **10 points**)

- d. Reports: Contractor submits specified reports in a timely manner and such reports are complete, accurate and in the format prescribed by COA.
 - i. 95% of Performance Credit Reports are received by the due date and reflect correct amount of Performance Credits due COA (weight: **3 points**).
 - ii. 95% of Monthly Attrition Reports are received by the due date and reflect accurate information. (Weight: **3 points**).
 - a) Attrition reports are to contain both positive and negative attrition
 - iii. 95% of Monthly Summary Reports of Employee Attendance are received by the due date and reflect accurate information. (Weight **2 points**).
 - iv. 95% of Monthly Personnel Reports submitted by the due date and reflect accurate information. (Weight **2 points**).

AE reserves the right to delete and/or modify the required reports upon 30 days written notice.

L. AE Responsibilities

- 1. AE shall provide Contractor with a complete copy of AE Policy and Procedures as listed in "AE Policy and Procedure Acknowledgments (it is possible that some of these policies or procedures may be occasionally revised in the course of the contract. Upon any such revision, the Contractor staff affected will be notified and expected to comply with any revisions in a reasonable manner and period of time.

- 2. AE shall provide Contractor with prescribed format for specified reports upon execution of Contract.

- 3. AE shall conduct Performance Evaluations on Contractor performance every six months, with Performance Evaluation to be completed within ten (10) business days following the sixth month of the evaluation period. Contractor will be notified by AE, when the initial six month Performance Evaluation period will begin. The Performance Evaluation periods will continue through the life of the Contract (i.e.—periods begin every January and July).

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Should evaluation data not be available for a period or a portion thereof, AE may reset the Performance Evaluation periods upon notification to the Contractor.

4. AE shall to provide Contractor(s) with a copy of all Performance Evaluations upon request by the Contractor.
5. AE may terminate the staffing arrangement with the Contractor for any contract personnel at will. If the termination is during the training period, AE will specify the reason(s) for termination to the Contractor. Contract personnel may be terminated for reasons including but not limited to the following:
 - a. Failure to meet the minimum requirements for hire or essential functions
 - b. Poor attendance and punctuality
 - c. Inability to complete training
 - d. Misconduct
 - e. Violations of policies and procedures
6. AE shall notify Contractor of any additional position levels upon determination of the need.
7. AE shall provide office space for all on-site contract personnel including; desk, chair, fax, phone, and access to copying and printing equipment. Computer shall have restricted network capabilities and necessary software, as determined by AE.
8. AE shall provide training to all contract personnel accepted for assignment to AE, on AE's applicable software systems and AE policies and procedures as required.
9. AE shall provide training to contract personnel on all updates and additions to applicable software systems and AE policies and procedures as required.
10. AE shall provide all contract personnel with I.D. badges with security clearance as appropriate for assignment.

M. Job Description

The following job description and minimum qualifications will apply to all Customer Services Representatives providing services under this contract and Contractor shall insure that all contract personnel meet these minimum qualifications. On the Price Proposal Sheet (Section 0705), whenever a category states "w/tech" that means that the Contractor is to provide additional or other cost as necessary to support that position working from home or off-site.

1. CUSTOMER SERVICE REPRESENTATIVE 311

a. Performance Expectations:

Provide customers with information regarding City services and events within the city, assists customers in making contact with various departments and enters

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service requests for citizens. Employees are responsible for fostering and managing relationships with various city officials, departments and the citizens of the COA.

b. Duties and Responsibilities:

- i. Answer inbound calls for several city departments from citizens who are requesting assistance with COA services.
- ii. Maintain a professional "Customer First" attitude when providing service to both internal and external customers of the City.
- iii. Accurately ascertain, respond to and document the requests for services and information while providing stellar customer service.
- iv. Adhere to all department policies including the attendance policy
- v. Flexible to work any shift, including nights, weekends and holidays to support the 311 Citywide Information Centers, which is considered an essential city department.
- vi. Exercise individual judgment and the ability to interpret, organize, communicate and act upon information.
- vii. Attend training and seminars related to customer service improvement and safety.
- viii. Respond to irate, difficult and challenging customers and situations with poise and professionalism.
- ix. Determine call severity in what could be sensitive and/or life threatening situations while maintaining discretion.
- x. Maintain knowledge of city departments and services.

c. Knowledge:

- i. Advanced Internet and data base navigation skills required.
- ii. Intermediate knowledge level of Microsoft Outlook with a Basic knowledge level of Microsoft Word and Excel.
- iii. Must be able to adapt to a rapidly changing work environment.

d. Skills and Abilities:

- i. Ability to listen actively, exercise individual judgment, critically evaluate information and anticipate the implications of those decisions.
- ii. Possess strong probing and problem-solving skills in order to define citizen requests, record applicable details and expedite response time for requests.
- iii. Must be able to adapt to a rapidly changing work environment.
- iv. Communicate clearly and effectively with correct grammar in both verbal and written communication.
- v. Exhibit excellent customer service soft skills, including strong de-escalation skills and a desire to meet or exceed customer expectations on every call.
- vi. Ability to maintain composure and independently follow procedures should a call become a 9-1-1 emergency call.

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- vii. Exhibit multi-tasking skills: listen, comprehend, research, record and respond to information effectively.
- viii. Ability to focus during periods of high call volume.
- ix. Type thirty to thirty-five words per minute (adjusted for errors).
- x. Fluency in speaking and understanding both English and Spanish is desired.

e. Physical Demands (Reasonable accommodations *may* be made):

- i. Ability to sit for prolonged periods.
- ii. Use of hands is necessary to use the keyboard and mouse.
- iii. Must be able to speak and hear clearly. Use of a headset is required.
- iv. Specific vision abilities required by this job include close vision and ability to focus on a computer screen.
- v. Must be able to concentrate and work in an office cubicle layout environment where the noise level is usually moderate, due to telephones, computers, and printers and moderate employee traffic.

f. Minimum Qualifications:

i. Education and/or Equivalent Experience:

- a) High School graduation or GED, plus 2 (two) years' experience in customer service with at least 1 (one) year of call center experience required.

This description is intended to indicate the kinds of tasks and levels of work difficulty required of the position given this title and shall not be construed as declaring what the specific duties and responsibilities of any particular position shall be. It is not intended to limit or in any way modify the right of management to assign, direct and control the work of employees under supervision. The listing of duties and responsibilities shall not be held to exclude other duties not mentioned that are of similar kind or level of difficulty.

2. CUSTOMER SERVICE REPRESENTATIVE – Austin Energy

a. Performance Expectations:

Provide customers with information regarding City of Austin Utilities, responsible for handling customer questions, complaints, and billing inquiries. Employees are responsible for fostering and managing relationships with various city officials, departments and the citizens of the COA.

b. Duties and Responsibilities:

- i. Receives by email, fax, or phone, inquiries from customers, contractors, and other city departments. Resolves customer issues with one call

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resolution.

- ii. Answers customer requests or inquiries concerning services, products, billing and equipment.
- iii. Verifies customer account and active services using various databases and software applications.
- iv. Researches customer account information to explain services, charges, and adjustments.
- v. Logs customer complaints, creates service requests, and routes to the appropriate department(s).
- vi. Maintains and files all generated service requests.

c. Knowledge:

- i. Advanced Internet and data base navigation skills required.
- ii. Intermediate knowledge level of Microsoft Outlook with a Basic knowledge level of Microsoft Word and Excel.
- iii. Must be able to adapt to a rapidly changing work environment.

d. Skills and Abilities:

- i. Knowledge of billing procedures.
- ii. Knowledge of good customer relations practices.
- iii. Skill in oral and written communication.
- iv. Skill in handling multiple tasks and prioritizing.
- v. Skill in using computers and related software.
- vi. Skill in planning and organizing.
- vii. Skill in handling conflict and uncertain situations.
- viii. Ability to work with frequent interruptions and changes in priorities.
- ix. Ability to establish and maintain effective communication and working
- x. Relationships with city employees and the public.

e. Physical Demands (Reasonable accommodations *may* be made):

- i. Ability to sit for prolonged periods.
- ii. Use of hands is necessary to use the keyboard and mouse.
- iii. Must be able to speak and hear clearly. Use of a headset is required.
- iv. Specific vision abilities required by this job include close vision and ability to focus on a computer screen.
- v. Must be able to concentrate and work in an office cubicle layout environment where the noise level is usually moderate, due to telephones, computers, and printers and moderate employee traffic.

f. Minimum Qualifications:

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- i. Education and/or Equivalent Experience:*
 - a) Graduation from High School or equivalent, plus two (2) years experience in billing, credit counseling, or customer service.

g.

This description is intended to indicate the kinds of tasks and levels of work difficulty required of the position given this title and shall not be construed as declaring what the specific duties and responsibilities of any particular position shall be. It is not intended to limit or in any way modify the right of management to assign, direct and control the work of employees under supervision. The listing of duties and responsibilities shall not be held to exclude other duties not mentioned that are of similar kind or level of difficulty.

3. BILLING SPECIALIST – Austin Energy

a. Performance Expectations:

Expected to coordinate and evaluate billing records for internal and external customers. Respond to customer inquiries as needed and research and resolve billing errors.

b. Duties and Responsibilities:

- i. Coordinates utility requirements for internal and external customers, determines proper equipment necessary to meet the customers utility demand.
- ii. Evaluates metering data, determining specialized needs, and assigns appropriate classification.
- iii. Resolves customer inquiries related to billing processes and procedures, costs and service rates, service regulations, and availability of services.
- iv. Researches and investigates utility billing records and various technical utility service records to assess fees and charges from billing errors.

c. Knowledge/Skills:

- i. Billing experience, i.e., reconciliation, edits, adjustments
- ii. Experience with Customer Care and Billing (CC&B) or table based, web based software applications. Experience working in a high-volume, fast-paced, task driven environment while maintaining attention to detail and accuracy
- iii. Experience researching historical data for analysis
Experience performing analytical calculations
- iv. Ability to communicate effectively in an office environment, both verbally and via email
- v. Proficiency with Microsoft Office Suite, specifically Outlook and Excel

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- vi. Knowledge of the applicable principles and practices of utility service operations
- d. **Minimum Qualifications:**
 - i. ***Education and/or Equivalent Experience:***
Graduation from an accredited four (4) year college or university with major coursework in a related field, plus three (3) years of experience providing customer service for a utility or other commercial/government organization. Experience may substitute for education up to a maximum of four (4) years

This description is intended to indicate the kinds of tasks and levels of work difficulty required of the position given this title and shall not be construed as declaring what the specific duties and responsibilities of any particular position shall be. It is not intended to limit or in any way modify the right of management to assign, direct and control the work of employees under supervision. The listing of duties and responsibilities shall not be held to exclude other duties not mentioned that are of similar kind or level of difficulty.

4. IT Application Analyst

- a. **Performance Expectations:**
Apply comprehensive knowledge of business functions and information technology to research, analyze, document, test and implement automated business systems in support of a vendor-hosted software system and related customer contact center support systems.
- b. **Duties, Functions and Responsibilities:**
Essential duties and functions, pursuant to the Americans with Disabilities Act, may include the following. Other related duties may be assigned:
 - i. Performs analytical role on information technology projects according to current methodology
 - ii. Researches and reports on potential solutions to business problems
 - iii. Researches, defines, and coordinates implementation of best practices (processes and methodologies)
 - iv. Models and documents processes and technical designs at levels of detail required for varied audiences, e.g. business stakeholders, developers, other technical staff
 - v. Interprets business requirements from the user community and translates them into functional and technical specifications
 - vi. Researches and documents standards, processes and procedures

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- vii. Provides support to and/or administers one or more production systems
- viii. Develops and/or delivers training
- ix. Documents and traces requirements through development life cycle
- x. Develops use cases and use case diagrams
- xi. Develops business process and data flow diagrams
- xii. Performs bug tracking and quality assurance tasks
- xiii. Prepares reports
- xiv. Develops and/or implements mapping of database elements for interfaces between different database systems utilizing direct and/or enterprise service bus models
- xv. Conducts user acceptance testing
- xvi. Participates in vendor training sessions and works with assigned staff in a project setting
- xvii. Configuration and implementation of vendor modules, related adjuncts and tools

c. **Responsibilities - Supervisor and/or Leadership Exercised:**

- i. May provide leadership, work assignments, evaluation, training, and guidance to others

d. **Knowledge, Skills, and Abilities:**

Must possess required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed.

- i. Skill in using requirements development, process modeling, reporting and project management tools
- ii. Skill in developing process models and data flow diagrams
- iii. Ability to multitask and to work effectively in a team or as an individual contributor
- iv. Ability to communicate effectively orally and in writing
- v. Ability to meet deadlines and effectively communicate the status of assignments

e. **Preferred Qualifications:**

- i. Project team environment experience
- ii. Experience in using Microsoft Project or similar software to track project progress & task assignments
- iii. Experience in using Visio or similar programs for flowcharts and diagrams
- iv. Experience in using ArcGIS data in ESRI and/or as part of other databases

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- v. Experience in XML or JSON data formats for programming and/or interfaces
- vi. Experience with database interfaces including point-to-point or Enterprise System Bus (ESB) implementations
- vii. Experience in building reports and SQL queries in Congo's or similar databases

f. **Minimum Qualifications:**

- i. Graduation from an accredited four-year college or university with major course work in Business, Information, Science, or in a field related to the job. Two (2) years related experience.
- ii. Education or experience may be substituted up to a maximum of four (4) years.
- iii. At least 6 months of experience in a customer care (call center) department or similar customer-facing environment supporting interactions with the public (citizens or customers).

This description is intended to indicate the kinds of tasks and levels of work difficulty required of the position given this title and shall not be construed as declaring what the specific duties and responsibilities of any particular position shall be. It is not intended to limit or in any way modify the right of management to assign, direct and control the work of employees under supervision. The listing of duties and responsibilities shall not be held to exclude other duties not mentioned that are of similar kind or level of difficulty.

5. **Research Analyst**

a. **Performance Expectations:**

The purpose of this position is to review materials, gather and analyze data, establish prescribed format for tracking data, make recommendation and update information for specific projects.

b. **Duties, Functions and Responsibilities:**

Essential duties and functions, pursuant to the Americans with Disabilities Act, may include the following. Other related duties may be assigned.

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- i. Gathers data to meet specific project objectives by using various informational sources.
- ii. Assists in planning design instrumentation and research methodology for gathering data.
- iii. Collects information and establishes a database to catalogue, update and retrieve data.
- iv. Analyzes data to determine trend, discrepancies or other specific departmental business issues.
- v. Coordinates meetings with targeted audiences to identify or clarify departmental issues, which may include committees, consultants, citizen's groups, etc.
- vi. Authors or edits technical reports to provide a summary of findings.
- vii. Manages data using statistical analysis processes and project management techniques.
- viii. Conducts presentations and designs ancillary visual graphics to enhance reporting

c. Knowledge, Skills, and Abilities:

Must possess required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed.

- i. Knowledge of statistical methodology.
- ii. Knowledge of city practice, policy and procedures.
- iii. Skill in oral and written communication.
- iv. Skill in handling multiple tasks and prioritizing.
- v. Skill in using computers and related software.
- vi. Skill in data analysis and problem solving.
- vii. Skill in planning and organizing.
- viii. Ability to establish databases to maintain or track data.
- ix. Ability to conduct presentations.
- x. Ability to author technical documents.
- xi. Ability to identify variables and utilizing various resources to gather data.
- xii. Ability to work with frequent interruptions and changes in priorities.
- xiii. Ability to establish and maintain good working relationships with other city employees and the public.

d. Minimum Qualifications:

- i. Graduation from an accredited four (4) year college or university with major coursework in Business Administration, Public Administration, Social Sciences or related field, to include six (6) semester hours involving

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or related to statistics and one (1) year of experience in a research field.
Or

- ii. Master's Degree in Business Administration, Public Administration, Social Sciences or related field.

This description is intended to indicate the kinds of tasks and levels of work difficulty required of the position given this title and shall not be construed as declaring what the specific duties and responsibilities of any particular position shall be. It is not intended to limit or in any way modify the right of management to assign, direct and control the work of employees under supervision. The listing of duties and responsibilities shall not be held to exclude other duties not mentioned that are of similar kind or level of difficulty.

AE reserves the right to delete and/or modify the required experience upon 30 days written notice.

6. Business Process Specialist

- a. **Performance Expectations:** This position will serve as a Business Process Specialist managing different programs for current City of Austin Client departments. Under general direction, the Business Process Specialist is task with managing programs such as Client Process Alignment, Client Process Audit and Improvements, Client day-to-day support, Client Emergency Management, Emerging Technologies, Strategic Planning and New Business Growth. Each program contains specific processes designed with objectives to serve Austin 3-1-1 as a liaison to all city departments, divisions, workgroups, subsequent programs, services, boards and councils. The Business Process Specialist is task with documenting and managing service requests business processes and rules for their City department clients. In addition, this position manages communications content to Austin 3-1-1 call center staff, facilitate training needs, support Austin 3-1-1 and COA strategic initiatives, assure Citizen Service Request (CSR) system configuration and information is accurate, relevant and timely. The Business Process Specialist is also responsible for assuring quality of service through constant process review, improvement, reengineering and engineering within Austin 3-1-1 departments, between departments and citizen, and when deploying new and emerging technologies. The Business Process Specialist is also responsible for gathering business requirements for City department clients, as well as responsible for creating project scopes and managing the execution of each project within Austin 3-1-1.

b. Duties and Functions:

Essential duties and functions, pursuant to the Americans with Disabilities Act, may include the following. Other related duties may be assigned.

- i. Develop and implement a variety of programs, projects and activities.
- ii. Coordinate with existing organizations to address community economic or social service needs.

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- iii. Conduct needs assessments and meets with community residents, leaders and community groups to identify needs and available resources.
- iv. Collaborate with other organizations to plan and develop programs and activities or improve coordination of existing services.
- v. Research funding sources, develop short and long range plans, and compile informational reports.
- vi. Serve as City representative before community groups, businesses and/or the media.
- vii. Recruit, train, and supervise volunteers.
- viii. Assists in the development and monitoring of project and/or program budgets
- ix. Assists in the development of short/long range plans
- x. Assists in the development and implementation of operating policies and Procedures
- xi. Ensures compliance with city and other regulatory agency requirements and policies

c. Responsibilities:

Responsibilities- Supervision and/or Leadership Exercised: May provide leadership, work assignments, evaluation, training, and guidance to others. Must possess required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed.

d. Minimum Qualifications

- i. Graduation from an accredited four-year college or university with major course work in a field related to the job, plus three (3) years of experience in a field related to the job.
- ii. Experience may substitute for education up to a maximum of four (4) years.

e. Preferred Qualifications

- i. Familiar with COA departmental services/workflow
- ii. Experience as liaison/account manager between cross functional business units.
- iii. Experience with high volume call center environment
- iv. Experience in public relations, marketing and media relations
- v. Strong customer service background
- vi. Experience with Customer Relations Management software

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7. Quality Improvement Specialist

a. Performance Expectations: The person in this role will primarily provide call coaching to Austin Energy Customer Care Customer Service Representatives, and in addition will select and evaluate recorded calls for each coaching session.

b. Duties and Functions:

Essential duties and functions, pursuant to the Americans with Disabilities Act, may include the following. Other related duties may be assigned.

- i. Collects, analyzes, and oversees data entry on relevant quality performance indicators or measures.
- ii. Maintains a database in order to perform trend analysis and provides statistical reporting of trends, other quality reviews, and associated activities
- iii. Monitors and evaluates appropriateness of facility quality management plans and practices.
- iv. Designs, schedules and conducts quality reviews as appropriate to the facility or service; performs or coordinates chart and/or other medical record reviews and records and/or abstracts specific relevant data as appropriate.
- v. Coordinates the development or various reports regarding performance of quality indicators or measures.
- vi. Participates in the planning, development, coordination, and presentation of specific training and educational programs as appropriate to the quality management needs of the facility or service.
- vii. Collaborates and consults with other associated facilities regarding current quality management issues and activities.
- viii. Provides quality and compliance assessments of third parties and recommends solutions
- ix. Reviews, analyzes and ensures compliance with all related local, state, and federal laws and guidelines
- x. Prepares work papers, summaries, and reports
- xi. Provides guidance and recommendations to management in the development and completion of the performance based budget measures

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c. Responsibilities:

Responsibilities - Supervisor and/or Leadership Exercised:

None

d. Minimum Qualifications:

- i. Graduation from accredited four-year college or university with major coursework in a field related to the job, plus two (2) years of related experience.
- ii. Experience may substitute for education up to the maximum of four (4) years.

e. Preferred Qualifications:

- i. Experience working in a call center environment
- ii. Experience coaching and evaluating recorded and/or live calls
- iii. Experience developing call quality programs
- iv. Bilingual in English and Spanish

f. Knowledge, Skills, and Abilities:

Must possess required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed.

- i. Skilled in communication both verbal and written
- ii. Skilled in analysis
- iii. Skilled in team dynamics
- iv. Skilled in engaging stakeholders, facilitating accurate requirements to capture and manage stakeholders' expectations.
- v. Ability to assess current operations on an ongoing basis and implement required changes

8. Organizational Development & Training Specialist

a. Performance Expectations: The person in this role will primarily facilitate new hire training for Austin Energy Customer Care, specifically providing new hire and refresher training to customer service representatives.

b. Duties and Functions:

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Essential duties and functions, pursuant to the Americans with Disabilities Act, may include the following. Other related duties may be assigned.

- i. Designs and performs needs assessments to identify and analyze organizational problems.
- ii. Analyzes the results of needs assessments, meetings, research, and other forms of communications in order to develop short and long term strategies for organizational development.
- iii. Consults with management or others to determine action plans, considering whether training, group facilitation, or other actions are most appropriate.
- iv. Develops and delivers training modules and workshops to selected audiences.
- v. Facilitates groups to ensure group interaction and process is optimal for producing desired outcomes.
- vi. Schedules, coordinates, and delivers training modules, workshops etc. Evaluates the effectiveness of training modules, workshops, etc. and make changes as needed to improve future results.
- vii. Develops, administers and evaluates plans and activities for projects and programs.
- viii. Facilitates groups in areas such as conflict resolution, team development, process improvement, strategic planning, and problem solving.
- ix. Develops and conducts Train the Trainer and Facilitation Skills training to other organizational development and training personnel.
- x. Participates on teams with organization development, human resources and other team members.

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c. Responsibilities:

Responsibilities- Supervision and/or Leadership Exercised: Lead workshops and classes as an instructor or trainer.

d. Minimum Qualifications:

- i. Graduation from an accredited four (4) year college or university with major coursework in Human Resources Development or related field, plus two (2) years of experience in organizational development and training.
- ii. Experience may substitute for the education up to the maximum of four (4) years.

e. Preferred Qualifications:

- iii. Experience working in a call center environment
- iv. Experience facilitating new hire classes
- v. Experience using Oracle CC&B
- vi. Experience developing lesson plans or complete curricula

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f. Knowledge, Skills, and Abilities:

Must possess required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed.

- i. Knowledge of basic training and learning principles.
- ii. Knowledge of instructional systems design methods.
- iii. Knowledge of city practice, policy and procedures.
- iv. Skill in oral and written communication.
- v. Skill in handling multiple tasks and prioritizing.
- vi. Skill in using computers and related software.
- vii. Skill in data analysis and problem solving.
- viii. Skill in planning and organizing.
- ix. Skill in data analysis and problem solving.
- x. Ability to handle hostility, conflict, and uncertain situations.
- xi. Ability to work with frequent interruptions and changes in priorities.
- xii. Ability to deliver training.
- xiii. Ability to facilitate groups.
- xiv. Ability to develop and maintain knowledge in organizational development and training.
- xv. Ability to establish and maintain good working relationships with other city employees and the public.

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N. Escalation Procedure

Without impairing a party's right to terminate the agreement or pursue filing of any suit, this provision shall govern any failure to meet the 70% minimum Service Level Agreement (SLA) score within a rolling 365 day period or a Staffing Company action negatively impacting the AE Utility Contact Center and/or Austin 3-1-1 ability to maintain normal operations. This includes but not limited to failure to supply sufficient skilled personnel, failure to maintain staff attrition below 18%, and failure to provide support to contracted staff. AE Utility Contact Center and/or Austin 3-1-1 will provide written notice to the Staffing Company invoking a call for progressive management involvement. AE Utility Contact Center, Austin 3-1-1, and the Staffing Company will use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places at the following successive management levels, each of which will have a period of allotted time as specified in which to resolve the defect.

Level	AE Utility Contact Center / Austin 3-1-1	Staffing Company	Timeframe SLA Failure	Timeframe Other than SLA
First Level	Customer Service Manager	Branch Manager	30 days	5 business days
Second Level	Process Manager	Regional Vice President	30 days	5 business days
Third Level	Vice President	Senior Vice President	30 days	5 business days

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Objective	Measure	Metric	Results	Points	How/Who
<p>1. 100% of Contractor-referred applicants meet minimum requirements for the respective position for which they have been referred.</p> <p>Possible Points = 10</p>	<p>1. All contractors presented for interview will have completed prescreening process including testing employment verification, background check,, and other items associated to the agreed upon background investigation.</p>	<p>Points earned quarterly basis: 5 points per site</p> <p>1. 311 Yes = 100% No < 100%</p> <p>2. AE Yes = 100% No < 100%</p>	<p>1. 311</p> <p>2. AE</p>		<p>1) 311 manages through CSM tool</p> <p>2) AE</p>

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Objective	Measure	Metric	Results	Points	How/Who
3. Attrition = 15	Attrition of combined centers for the 3 month review period is not to exceed 4.5%.	Attrition rate calculated quarterly *Average number of employees who left during the period / Average number of persons who were employed during the period. *Does not include positive attrition	1. Yes = <18 2. No => 18.01		1) AVAYA/Witness report 2) Electronic Dashboard provided by vendor (cross reference)
4. Staffing requests (weight: 2 points)	Quarterly staffing requests are acknowledged 100% within 24-hours or upon the next full business day (weight: 2 points)	Quarterly metric – sites combined Yes – 2 No – 0			3) 311 manages through CSM tool 4) AE

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Objective	Measure	Metric	Results	Points	How/Who
6. Pre-Assignment packages (weight: 5 points).	Quarterly 100% of Pre-Assignment packages submitted are complete (as defined in 0500 Section E "Pre-Assignment package)	Did AE receive 100% of Staffing Company applicants Pre-Assignment packages 2 business days prior to AE interview	Results 100% = 5 points Less than 100% = 0 points		5) 311 manages through CSM tool 6) AE
7. Class Start (Weight: 10 points).	Quarterly 100% of staffing requests are filled and begin on day one of training. (Weight: 10 points).	Did AE receive 100% of staffing requests filled and begin on day one of training.	Results 100% = 10 points Less than 100% = 0 points		7) 311 manages through CSM tool 8) AE

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Objective	Measure	Metric	Results	Points	How/Who
9. Responsiveness: (weight 10 points).	Contractors' actions to correct personnel issues at AE's request are handled within the specified timeframes 95% of time as described in Section II Responsiveness paragraph A, B, and C.	Points earned quarterly: 5 points per site 1. 311 Yes = 95% No = less than 95% 2. AE Yes = 95% No = less than 95%	Results 5 points are awarded per site 95% = 5 points Less than 80% = 0 points		7) 311 manages through CSM tool 8) AE

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Objective	Measure	Metric	Results	Points	How/Who
11. Reports	Are the reports following III section a, b, c, d. being followed	Combined Quarterly Metric 1) Performance Credit – (3 points) 2) Monthly Attrition Report - (3 points) 3) Monthly Summary reports (2 points) 4) Monthly Personnel (2 points) Attendance report			

EXHIBIT B

Austin Energy and Call Center Contract Staffing Performance Incentive _April– June Period (2016) __

AE reserves the right to modify the service level agreement categories and point structure. The Staffing Company will be given 90 notifications prior to any updates in the service level agreement.

AE Attendance Policy

CUSTOMER CONTACT CENTER ATTENDANCE POLICY

The Attendance Policy must be adhered to by all employees of Austin Energy, including all temporary and contract workers. Your attendance is extremely important to the success of Austin Energy's Customer Contact Center. As permitted by the City of Austin Accrued Leave Administration 082707, The Customer Contact Center hereby adopts the following supplement to the Standard Leave Administration.

You are expected to strive for perfect attendance and to arrive for work on time. It is recognized that, on occasion, you may not be able to come to work or you may need additional time before you arrive. Sickness and other emergencies cannot always be anticipated and may require you to miss all or part of your workday.

Call-in Procedure

If you cannot report to work as scheduled, you must call through the attendance line within two (2) hours before the start of your shift. If incapacitated and unable to contact us yourself, you must have someone (preferably spouse or family member) call each day of absence. You must indicate how long you will be out and/or expected time of your arrival. You must also leave a telephone number where you can be reached. Failure to follow procedure will result in corrective disciplinary action.

Return to Work Release

If you are on sick leave for three (3) consecutive working days or more, you must provide a Return to Work Release from your health care provider before you will be permitted to return to work. The Return to Work Release must state that the employee is able to resume work.

Before/After Holiday

If you are absent without authorization on your *last* scheduled work day before a holiday or the *first* scheduled work day after a holiday you shall not be paid for the holiday.

Requesting Time Off

You must have enough leave accrual at the time of the request to accommodate your requested leave. You must provide as much notice as practical and enter your request through our Workforce Management Tool. The use of sick leave, personal holiday, vacation, and exception vacation is not considered approved until a Leave Request form is signed by your supervisor and returned to you.

Attendance Violation

More than 6 occurrences in a three-month tracking period.

Late Arrival

Not logged in and ready to take calls 6 or more minutes after your scheduled start time.

The Workforce Management Tool has a 5-minute grace period built into your schedule; however, the use of the grace period is for use on occasion and should not be abused. Pattern of logging in past your start time but before your grace is subject to disciplinary action.

Leave Early

Leaving (unscheduled) before the end of your shift.

Occurrence

An event of full or partial day unscheduled absences.

Family and Medical Leave Act (FMLA)

If you or an immediate family member has a recurring medical condition that results in frequent absences, you may qualify for unpaid leave under the FMLA. Please refer to the separate policy covering FMLA. Be advised that FMLA time off must be arranged for in advance and does not necessarily relieve an employee from their responsibilities as set forth in that policy.

Acknowledgement

I have read and have been informed about the content, requirements, and expectations of the City of Austin Accrued Leave Administration 082707 and the Customer Contact Center Attendance Policy Supplement thereof.

I agree to abide by the policy guidelines as a condition of my employment and my continuing employment at Austin Energy. I understand that if I have questions, at any time, regarding the attendance policy, I will consult with my immediate supervisor or Human Resources staff member.

Please read the policy carefully to ensure that you understand the policy before signing this document.

Employee Name

Supervisor Name

Employee Signature Date

Supervisor Signature Date

Attendance infractions are tracked comprising of a rolling 90-day calendar period. Infractions are any instance of leaving early, late arrival, or unscheduled absence. Absences greater than one-day during the same pay period are considered consecutive.

After 6 attendance infractions in 90 days:

- A meeting is scheduled and the corrective action process starts with a Written Warning issued for Attendance Issues
- Once on corrective action, employee cannot receive any additional unscheduled infractions in 90 days. If two (2) unscheduled infraction are received within the next 90 days/while on corrective action, a meeting will be scheduled and a 2nd written warning will be issued.
- Once on a 2nd written warning for attendance, employee cannot receive any additional unscheduled infractions in 90 days. If two (2) unscheduled infraction are received within 90 days, a meeting will be scheduled and the employee will be placed on Final Corrective action or have their assignment ended.
- Once on a Final Corrective Action, an employee cannot receive any additional infractions in 90 days. If an infraction is received during the next 90 days, a meeting will be held and the employee assignment is ended.

Corrective Actions will follow an escalated pattern after the initial issuance for any subsequent corrective actions related to attendance. Corrective actions will expire 12-months after initial issuance.



Customer Contact Center POLICY PACKET

- ✓ **Public Trust Policy**
- ✓ **Telephone Monitoring and Recording Policy**
 - ✓ **Essential Employees Policy**
 - ✓ **Attendance Policy**
 - ✓ **Internet Usage Policy**
 - ✓ **Office Attire Policy**
 - ✓ **Cell Phone Policy**
 - ✓ **Badge Policy**
 - ✓ **Music Devices & Streaming Policy**
 - ✓ **Workstation Policy**
 - ✓ **Harassment Policy**
 - ✓ **Sexual Harassment Policy**



***CUSTOMER CONTACT CENTER
CHECKSHEET***

- Initial **Public Trust Policy**
- Initial **Telephone Monitoring
and Recording Policy**
- Initial **Essential Employees Policy**
- Initial **Attendance Policy**
- Initial **Internet Usage Policy**
- Initial **Office Attire Policy**
- Initial **Cell Phone Policy**
- Initial **Badge Policy**
- Initial **Music Devices & Streaming Policy**
- Initial **Workstation Policy**
- Initial **Harassment Policy**
- Initial **Sexual Harassment Policy**

I do hereby acknowledge that I have read and understand all of the following policies concerning Austin Energy Customer Contact Center Public Trust, Telephone Monitoring & Recording, Essential Employees, Attendance, Internet, Office Attire, Cell phone, badge, devices & streaming, workstation, Harassment, and Sexual Harassment. Any violation of said policies may result in disciplinary action up to and including termination.

Employee's Name (Printed): _____

Employee's Signature: _____

Original – Employee file

Date: _____

Austin Energy – Customer Care			
Group: Customer Care	Effective Date: August 2013	Revision Date: 07-03-13	
Section: All	Subject: Public Trust	Document Number:	
Policy Number	Policy Name: Public Trust Policy	Rules/Reg Number: (if applicable)	
Process Manager Approval	CCC 	RMC 	BS 
Vice President Approval:	CSM 	QM 	

Purpose: To establish guidelines and expectations for the ethical administration of customer accounts and confidential information.

Job Performer: Customer Service Representatives, Consumer Service Representatives, Meter Service Representatives, Meter Service Investigators, Utility Account Analyst, Utility Account Specialist, Customer Solution Coordinators, Supervisors and Managers and all Customer Care employees with access to the Utility Billing System and Personal Identifiable Information (PII).

This policy has been established to assure our customers and the citizens of Austin, that in the execution of our job responsibilities for Austin Energy (AE), we agree to hold ourselves to the highest ethical standards with regard to account administration, customer confidentiality, customer financial transactions, and the protection of company assets. The policy also outlines expectations to assure that a Customer Care employee will not use his or her official position to obtain financial or personal gain.

Policies

I. ACCOUNT ADMINISTRATION

Each employee with access to the AE Utility Billing System or other related interfaces with this system is held to a higher standard of performance and conduct than non-users with respect to the use and management of customer information, personal utility account accountability, ethical standards of behavior, and use of company resources and assigned authority. Employees with access to the Utility Billing System must not, under any circumstances, perform transactions on their own account, the account of a spouse, family member, roommate or friend. If presented with this opportunity, the employee should refer the call, transaction request or service order to a supervisor for re-assignment. This includes, but is not limited to, all activities related to service on accounts, including creating and editing bills, collections on past due accounts, reading meters, performing bill adjustments, updating information on an account, posting payments and deposits, issuing or deleting disconnect or connect service orders, meter exchanges, payment arrangements, and payments made at walk-in centers. Employees of Customer Care must not use their position of employment, any information available to them through Austin

Energy, or any information from Austin Energy customers to benefit themselves personally and financially.

II. CUSTOMER CONFIDENTIALITY

Customer Care employees are required, both by this policy and by law, to maintain a high level of accuracy and confidentiality when handling customer information and account information. A customer's personal information may be given only to individuals who are authorized to receive the information. All discarded papers, files, or other records that contain customer information must be shredded before disposal. All customer information in electronic files must not be transferred to removable storage media and used on non AE equipment or sent outside of the City networks.

III. FINANCIAL TRANSACTIONS

Customer transactions: All financial transactions between a customer and a Customer Care employee will be recorded by audio recording of phone transactions and/or screen capture, and by video in the case of walk-in center transactions. Under no circumstance should an employee accept funds from a customer without making sure the transaction is documented, verifiable and follows company policy and procedures, including providing a customer receipt for the transaction.

Personal transactions: Personal financial transactions may not be done in the work place. This includes selling personal items, selling items for profit, conducting a side business during working hours, or making loans to co-workers. The exception to this rule is the collection of funds for City approved charity. In that event, prior approval to do such collections during work hours must also be approved by the appropriate Process Manager and the Vice President of Customer Care.

IV. PROTECTION OF ASSETS

Austin Energy and City of Austin

Employees are required to respect and protect the assets of Austin Energy and the City of Austin. This includes: handling company equipment and facilities with care in order to avoid damage; not removing company property from the work place without express permission; not knowingly making errors that contribute to loss of revenue; or committing a deliberate act that prevents Austin Energy from collecting utility-related debt.

Customer Care Employees

Employees are expected to respect and protect the personal assets of other employees to foster a safe and secure work place

V. PERSONAL ACCOUNT ADMINISTRATION FOR PAST DUE ACCOUNTS

All payment transactions on employee personal accounts that are past due should be done only through a Customer Care Manager or Supervisor other than the employee's direct Manager or Supervisor.

This is for the protection of the employees as well as their co-workers and supervisors. Further, it will provide verifiable documentation that is easily traced to assure that all policies and procedures are being followed and applied fairly. All current Customer Care employees must not have a past due balance on their account. If a past due balance occurs on their account they must be on a payment agreement.

Prior to hiring as a contract employee or as a regular employee, the candidate for hire must enter into a Public Trust Agreement and must immediately resolve any past due utility account balance(s). All new employees will be required to pay past due balances in full or enter into a payment arrangement prior to the issuance of a CIS User ID.

VI. CONSIDERATION OF EMPLOYEE AND COMPANY IMAGE

Customer Care employees are expected to show respect for themselves, their co-workers and their employer. In addition to adhering to the published personnel policies of the City of Austin, Customer Care employees must adhere to work-place dress codes and other specific work-related policies.

All Customer Care employees are expected to respect the personal dignity and cultural diversity of our customers and co-workers at all times. Work-place behavior is expected to fully support the Austin Energy Values: Care and Concern; Safety; Innovation; Integrity; Diversity; Teamwork; and Open Honest Communication.

VII. SUMMARY OF EXPECTATIONS

All Customer Care and City employees that have access to the Utility Billing System and who input and retrieve data or information in the process of managing a customer account, must agree to follow this policy as part of their job requirement. Each employee shall be required to submit to his or her Manager a Public Trust Agreement that discloses information about his or her personal accounts, the accounts of family members and roommates if any, to help verify continued compliance with this policy. This agreement must be updated with each SSPR review or when any change in status occurs with respect to the employee and their relationship to those accounts. It is the responsibility of the employee to make sure the agreement information is current and correct.

CUSTOMER CARE PUBLIC TRUST AGREEMENT

Disclosure

All employees of the City and Austin Energy who have access to the Utility Billing System are required to provide the following information to their immediate supervisor and the information must be kept on file and updated as necessary to remain current:

- a. Employee must provide account number(s) and/or addresses for any utility service accounts they are currently responsible for, as well as any accounts they have been responsible for in the past. This includes any account information on accounts where the employee was listed as a second party.
- b. Employees must disclose the account number(s) and/or addresses of any family members and relatives who reside in the City of Austin's utility service area and receive any utility services from the City of Austin.
- c. Employees must keep their immediate supervisor updated regarding any and all changes to the status of accounts that they have previously reported, as well as new information on accounts in which they may have a personal interest.

Provide the account numbers and/or addresses of immediate family members and relatives or roommates who reside in the City of Austin's utility service area and receive utility service from the City of Austin:

Account Name	Account Address	Account Number	Relationship

Signing Statement:

By signing this agreement I acknowledge that I have been given a copy of the Customer Care Public Trust Policy, have disclosed accurately to the best of my knowledge all the required information, and agree to abide by all the requirements in the policy.

Employee's Name (Printed): _____

Employee's Signature: _____

Supervisor' Signature: _____

Date: _____

CUSTOMER CONTACT CENTER TELEPHONE MONITORING AND RECORDING POLICY

For training and quality assurance purposes, Customer Contact Center telephones that are used primarily for receiving incoming customer telephone calls and making outgoing customer contacts will be monitored and/or recorded on a random basis. Monitoring and recording will be used primarily to assist in identifying departmental informational and training needs. However, they may also be used on an individual basis as a measure of quality service or as protection from inaccurate claims or allegations.

1. All ACD telephones in the Customer Contact Center shall be used for business telephone calls only. Telephones will be provided in the break room and employee telephone room for personal use.
2. All telephone communications, professional and personal, incoming and outgoing, made on Customer Contact Center ACD telephones shall be subject to monitoring and/or recording 24 hours a day, seven days a week.
3. The customer telephone transactions of each employee who uses an ACD telephone, will be periodically monitored and/or recorded for quality assurance purposes. Recording and assessment shall be performed by the Staff Development Section in coordination with functional area team leaders. Team leaders may monitor calls to assure training improvements have been implemented.
4. The intent of the monitoring program is to evaluate employee-customer interactions and to address training needs. Recordings shall not be used to initiate disciplinary proceedings unless the telephone call contains illegal or unethical content or violates the City of Austin's policies and procedures. Copies of the City of Austin policies are available for review at the Human Resources Office or on the City of Austin's Intranet site.
5.
 - A. Transcripts of recorded conversations may be made and distributed for training purposes. In this event, all employee and customer information will be deleted in order to maintain employee and customer confidentiality.
 - B. Randomly selected conversations shall be recorded on CD's and may be made available to the employee who is recorded. In this event, all necessary precautions will be taken in order to maintain employee and customer confidentiality.
 - C. A monthly report shall be delivered to the manager of Customer Care and Accounts Management describing the statistics for the month, training needs, and a list of employees identified for further training.
6. Initial recordings and screen views are stored in digital format, in a secure, electronic system, and are automatically purged as storage capacity is reached. Digital recordings that are present in the electronic system may be subject to the Texas Public Information Act.
7. Transcripts of recorded conversations and recordings that are CDs shall be stored in a secure cabinet and may be subject to the Texas Public Information Act.
8. Transcripts and CDs shall be retained in accordance with the Texas Local Government Records Act. At a minimum, transcripts and CDs will be retained for a period of two years.
9. Upon written request, employees will be provided a password or access code and a scheduled time to listen to his or her recorded telephone calls, if the recordings are still available on the system.

10. The telephone monitoring and recording devices shall be protected from editing or tampering to the extent reasonably possible. Access to their locations shall be limited and controlled by the Staff Development Manager and as directed by the Customer Contact Center Manager.
11. Signs shall be posted in work areas notifying persons, other than consenting Customer Contact Center employees, that all incoming and outgoing calls are subject to being monitored and/or recorded 24 hours a day, seven days a week.
12. All telephone recordings and transcripts remain the property of Austin Energy and the City of Austin. Austin Energy and the City of Austin do not waive any rights regarding the recordings and transcripts. All recordings, transcripts and information may be used for any purpose allowed by law.
13. The right to monitor and record all Customer Contact Center communications is a condition of employment in the Customer Contact Center.

I acknowledge that I have read and understood Austin Energy's Customer Contact Center Telephone Monitoring and Recording Policy and that I consent to the interception, monitoring and recording of all telephone communications, personal or professional, incoming or outgoing, made on the Customer Contact Center telephones.

Employee Name

Date

Print Name

Title

III. DESIGNATION OF ESSENTIAL EMPLOYEES WITHIN A DEPARTMENT

A. RESPONSIBILITY

The Department Director will determine which employees are designated as essential employees, as defined in Section II, Page 1.

B. IDENTIFYING ESSENTIAL EMPLOYEES

1. Employees who are needed to maintain minimum emergency services or to provide public health, safety, and utility services should always be identified as essential employees.
2. Since the essential employee designation may be dictated by the specific circumstances of an emergency closure, departments should allow that certain employees could become essential to the meeting of business or certain operational needs.
3. Whenever possible, the Department Directors will notify employees of essential designation and report for duty requirements in advance.

IV. WHEN EMERGENCY CLOSURES MAY OCCUR

A. CITY MANAGER'S DIRECTIVE

The City Manager may determine, due to bad weather, natural disaster, certain business needs, safety concerns or other emergency circumstances that City business functions or operations will:

- Postpone the start of the business day
- Close for the remainder of the business day
- Close for the entire business day

B. DEPARTMENT DIRECTOR'S DIRECTIVE

The Department Director may determine, due to safety concerns or an inability to meet specific business needs that certain Department business functions or operations will:

- Postpone the start of the business day
- Close for the remainder of the business day
- Close for the entire business day

C. RELEASE FROM DUTY

In the event the City Manager or the Department Director determines the need for an emergency closure, all employees designated as non-essential to business operations will be notified of their release from duty. Release times may be staggered.

Upon release from duty, non-essential employees will be required to leave their work location or make arrangements to leave as soon as possible.

V. EMPLOYEES SCHEDULE AND PAY ISSUES

A. NON-ESSENTIAL EMPLOYEES

1. WHO REPORT TO WORK

- a. Non-essential employees who report to work and are immediately released from duty due to an emergency closure will be paid for all hours they were scheduled to work that day.
- b. Non-essential employees who report to work and are released from duty later in the business day due to an emergency closure will be paid for hours worked and the remainder of the hours they were scheduled to work that day.
- c. Non-essential employees who report to work to find that the regularly scheduled work is not available due to an emergency circumstance within their individual department will be:
 - Given an alternate work assignment at the employee's current rate of pay
 - OR**
 - Released from duty and if non-exempt status, paid a maximum of 4 hours pay.

2. WHO DO NOT REPORT TO WORK

- a. Non-essential employees who call in to report their intention to not report to work prior to an Emergency Closure announcement will be required to use accrued leave.*(see note)
- b. Non-essential employees who have pre-scheduled leave arrangements on the day of an Emergency Closure will be required to use their accrued leave.*(see note)
- c. If the City Manager or Department Director makes an Emergency Closure announcement, non-essential employees, with the exception of temporary and seasonal non-exempt employees, will be paid for any scheduled hours they are unable to work that day because of the close of City operations.*(see note)
- d. If there are subsequent, consecutive Emergency Closure days, non-essential employees, with the exception of temporary and seasonal non-exempt employees and upon approval of the City Manager, will be paid for their scheduled hours up to a maximum of two additional days*(see note)
- e. If the Emergency Closure exceeds three consecutive days, non-exempt employees, with the exception of seasonal and temporary, will be allowed to use applicable accrued leave or be granted zero time. Exempt employees will be paid in accordance with City policy.

*** NOTE: Applies to Exempt and Non-Exempt employees.**

B. ESSENTIAL EMPLOYEES

1. WHO REPORT TO WORK

- a. Scheduled essential employees who report to work will receive pay for actual hours worked and any overtime to which they are entitled.
- b. Scheduled essential employees who work up to or less than four (4) hours will receive an additional four (4) hours of Administrative Leave.
- c. Scheduled essential employees who work more than four (4) hours will receive an additional eight *3) hours of Administrative Leave.

2. WHO DO NOT REPORT TO WORK

- a. Scheduled essential employees who do not report to work may be subject to disciplinary action in accordance with City of Austin policy unless failure to report as scheduled is for an approved and valid reason.

VI. COMMUNICATION

A. EMERGENCY CLOSURE ANNOUNCEMENT COMMUNICATION

1. Announcements will be made on major television and radio stations regarding the closing of certain City operations.
2. The City Manager will designate the business day hours that City operations will remain closed.
3. The City Manager's Office will contact all Department Directors of an Emergency Closure decision.
4. Department Director should notify the City Manger's Office of any department operation closures, in accordance with Administrative Bulletin 94-03, Policy for Making Internal City Notifications.

B. EMPLOYEE COMMUNICATION

In the event an emergency closure limits communication with the department, an employee will need to follow appropriate department procedures for alternative communications or report for duty in accordance with City policy and departmental procedure.

CUSTOMER CONTACT CENTER ATTENDANCE POLICY

The Attendance Policy must be adhered to by all employees of Austin Energy, including all temporary and contract workers. Your attendance is extremely important to the success of Austin Energy's Customer Contact Center. As permitted by the City of Austin Accrued Leave Administration 082707, The Customer Contact Center hereby adopts the following supplement to the Standard Leave Administration.

You are expected to strive for perfect attendance and to arrive for work on time. It is recognized that, on occasion, you may not be able to come to work or you may need additional time before you arrive. Sickness and other emergencies cannot always be anticipated and may require you to miss all or part of your workday.

Call-in Procedure

If you cannot report to work as scheduled, you must call through the attendance line within two (2) hours before the start of your shift. If incapacitated and unable to contact us yourself, you must have someone (preferably spouse or family member) call each day of absence. You must indicate how long you will be out and/or expected time of your arrival. You must also leave a telephone number where you can be reached. Failure to follow procedure will result in corrective disciplinary action.

Return to Work Release

If you are on sick leave for three (3) consecutive working days or more, you must provide a Return to Work Release from your health care provider before you will be permitted to return to work. The Return to Work Release must state that the employee is able to resume work.

Before/After Holiday

If you are absent without authorization on your *last* scheduled work day before a holiday or the *first* scheduled work day after a holiday you shall not be paid for the holiday.

Requesting Time Off

You must have enough leave accrual at the time of the request to accommodate your requested leave. You must provide as much notice as practical and enter your request through our Workforce Management Tool. The use of sick leave, personal holiday, vacation, and exception vacation is not considered approved until a Leave Request form is signed by your supervisor and returned to you.

Attendance Violation

More than 6 occurrences in a three-month tracking period.

Late Arrival

Not logged in and ready to take calls 6 or more minutes after your scheduled start time.

The Workforce Management Tool has a 5-minute grace period built into your schedule; however, the use of the grace period is for use on occasion and should not be abused. Pattern of logging in past your start time but before your grace is subject to disciplinary action.

Leave Early

Leaving (unscheduled) before the end of your shift.

Occurrence

An event of full or partial day unscheduled absences.

Family and Medical Leave Act (FMLA)

If you or an immediate family member has a recurring medical condition that results in frequent absences, you may qualify for unpaid leave under the FMLA. Please refer to the separate policy covering FMLA. Be advised that FMLA time off must be arranged for in advance and does not necessarily relieve an employee from their responsibilities as set forth in that policy.

Acknowledgement

I have read and have been informed about the content, requirements, and expectations of the City of Austin Accrued Leave Administration 082707 and the Customer Contact Center Attendance Policy Supplement thereof.

I agree to abide by the policy guidelines as a condition of my employment and my continuing employment at Austin Energy. I understand that if I have questions, at any time, regarding the attendance policy, I will consult with my immediate supervisor or Human Resources staff member.

Please read the policy carefully to ensure that you understand the policy before signing this document.

Employee Name

Supervisor Name

Employee Signature Date

Supervisor Signature Date

Internet Use Policy

All Austin Energy (AE) employees who currently use or plan to use the Internet services provided by the City of Austin are expected to familiarize themselves with the City of Austin official policies regarding the use of Internet Services. Utilization of the Internet services will be monitored at random times each month by AE Technology Control Center (TCC) to verify compliance with these policies. Employees found to be using the Internet services other than that for approved purposes will be subject to disciplinary action.

City of Austin Internet Acceptable Use Policy Administrative Bulletin, No. 98-06

This policy is intended to encourage responsible and acceptable use of Internet services provided through public resources by the City of Austin. These resources are provided to support:

- an exchange of information and ideas among citizens, government agencies, community groups, and businesses.
- research and education by providing access to unique resources.
- an opportunity for collaborative work among various working groups.
- information about the activities and services of the City of Austin.
- the delivery in electronic form of City of Austin services.

General Policy

The use of the Internet via City of Austin resources is a privilege, not a right. Any violation of the following conditions, policies, and procedures may result in cancellation of that privilege, and may be subject to disciplinary action as outlined by City of Austin Personnel Policies and Procedures. **All uses of City computer equipment, electronic facilities, and electronic data are restricted to work related purposes only.** Users are provided access as approved by Department Heads or their designee. The employee is responsible for his/her actions while accessing the City's computer network and the Internet.

- Use of E-mail, FTP, Telnet, Usenet, WWW, on-line communications, and the Internet are provided to City of Austin employees solely for the purpose of conducting City business. E-mail, FTP, Telnet, Usenet, WWW, on-line communications, and the Internet are tools for more efficient and effective communication, for research and other purposes that benefit the City of Austin
- All computer files are the property of the City of Austin, regardless of their physical location or the form in which they are maintained. The City of Austin reserves the right to access and disclose all messages and other electronic data, sent over its electronic mail system or stored in its files, for legal and audit purposes. Under the Texas Open Records Act, any electronic mail can be a public record. Employees should be aware that electronic records are subject to the mandatory public disclosure requirements of the Texas Open Records Act, subject to the exceptions under the Act.
- E-mail and on-line communications should not contain confidential City of Austin information. Good judgment should be exercised in using the electronic transmission and distribution of information, especially if it may be deemed sensitive.
- E-mail, ListSerts, UseNet, and on-line communications are subject to all the same laws, policies, and practices that apply to the use of other means of communication, such as telephone and paper records. This includes, but is not limited to, product endorsements, policies and laws adherence to copyright, software licenses and patent laws, proper business correspondence practices, and proper use of City of Austin equipment and resources.

- The City of Austin realizes that like the telephone, we have little control over all aspects of communications received, especially those received from unsolicited sources. Any unsolicited electronic correspondence received should be disposed of accordingly. If you repeatedly receive this correspondence, forward the item(s) along with a message to the Technology Control Center at aetcc@austinenergy.com. Be sure to put the words "unsolicited mail" in the subject line.

City of Austin network and computer resources **will not** be used to:

- seek or gain unauthorized access to City of Austin network resources.
- seek or gain unauthorized access to resources on the Internet.
- conduct or participate in any actions that are illegal.
- violate any City of Austin policies; city, state, or federal laws.
- view, display, transmit, or receive any sexually explicit material.
- conduct commercial or private/personal business enterprises.
- promote private businesses, product advertisement or political lobbying.
- transmit unsolicited commercial information (i.e. junk mail, advertising, etc.) or material which may be deemed offensive to its recipient.
- support or solicit on behalf of groups, organizations, etc. that are not related to City of Austin.
- advocate racial, ethnic, religious, or gender-based slurs.
- destroy the integrity of computer-based information.
- disrupt the functions of City of Austin networks or other computer resources, including, but not limited to, propagation of worms or viruses or other debilitating programs.
- threaten or harass others.
- compromise the privacy and/or security of users.
- circumvent legal protection provided by copyright and license to programs and data.

Capability Specific Policies

The following policies are attached to provide specific guidance and direction to Internet related activity, and will never supersede or replace the above General Policy or City of Austin Policies and Procedures.

E-Mail (Electronic Mail)

- The employee is responsible for all e-mail messages originating from his/her user id:
 0. Theft and forgery (or attempted forgery) of E-mail messages is prohibited;
 1. Reading, deleting, copying, or modifying the E-mail of other users is prohibited;
 2. Any message that may create a hostile work environment such as sending harassing, discriminating, and/or other threatening E-mail to another user is prohibited; and,
 3. Attempts at sending unsolicited junk mail, for-profit messages, or chain letters is prohibited
- Recognize your responsibility as a participant on the Internet to abide by the customs of the Internet, practicing generally accepted "netiquette" guidelines.
- E-Mail is backed up daily on a permanent basis allowing the City of Austin to restore current electronic mail in the event of system failure. Employees should assume that copies (back-up copies or otherwise) of electronic mail messages and other electronic correspondence may exist on other systems even though the sender and recipient has discarded his/her copy of the document.
- City of Austin employees who have been provided E-mail capability have an obligation to read in-coming messages in a timely manner and respond accordingly.

Listservs, Mailing Lists, and Discussion Groups

- City of Austin employees are not to establish electronic mailing list servers and/or function as "List Owners", without authorization from the AE TCC.
- Employees should carefully select the mailing lists you subscribe to ensure their content will be useful. Some mailing lists are very active (flooding your mailbox with several hundred messages a day), affecting both the employee's time and the networks resources.
- Employees must unsubscribe to all mailing lists when their account address changes or when you leave City of Austin employment

Downloading files using FTP (File Transfer Protocol)

- File transfers should only be performed on a very selective basis. The effects of an FTP connection on a site and its link can vary. The general rule of thumb is that any extra traffic created detracts from the ability of that site's users to perform their tasks.
- Extensive file transfers are discouraged during normal working hours. Users must be knowledgeable about the resource requirements for the file transfer both in terms of the network and of the desktop's capacity. Limit downloads, especially large files, to a time after normal business hours locally and for the remote site.
- Due to security risks to the network, do not load FTP server software on your desktop.
- It is the responsibility of the user to check for copyright or licensing agreements when downloading files.
- When utilizing "Anonymous FTP", users should type in their E-mail address when the FTP site requests a "Password". DO NOT type in your network or Internet password.

Telnet

- Telnet requires Telnet client software be installed on your computer to use it.
- Because of the nature of Telnet, many systems will not allow "Anonymous" login using Telnet and require the user to have an account on their system.

Usenet (News Groups)

- Usenet groups can be quite numerous and extensive, and can flood a system if caution is not taken when selecting applicable groups.

World Wide Web (WWW)

- WWW sights with very large graphics can be very high bandwidth consumers.
- Multimedia will require special hardware and software to use. Most sound, picture, and video files aren't in a format your computer can automatically play. Even if the desktop has the capability, watch out for those with a very large file size.
- The development and management of City department Web pages is coordinated through the Austin City Connection Group and are hosted on the City's Web server. Personal or employee Web pages and Web sites are not permitted on the City of Austin system.

Internet Relay Chat (IRC), Video Conferencing, and other On-line Communication Methods

- On-line communications, depending on the method employed, may utilize enormous amounts of bandwidth, and therefore, care should be taken when accessing these resources.

If you have any questions or concerns regarding this policy, contact AE TCC at 512/322-6077.

Customer Contact Center Dress Code

The Customer Contact Center (CCC) is the link between Austin Utilities and our customers. As a representative of the CCC, an employee's professionalism on and off the phone is a direct reflection of our commitment to our customers. One important element in a professional office environment is the adherence to a professional office attire policy. All CCC employees shall follow this policy for dress and appearance in the office.

Monday to Thursday: Business Casual

Tops	Bottoms	Shoes/MISC
Dress Jackets	Skirts (no shorter than 3" above knee)	Dress shoes
Blouses	Dress Slacks	(open toe is acceptable)
Button-down Shirts	Docker-style slacks	Loafers
Polo-style Shirts (with collar)	Jeans – fitted at waistline	Boots
Uniform Tops	(Should <u>not</u> be faded, stained, torn, ripped, or tight.)	
Sweaters	Capri's to mid calf	Headbands
Sleeveless tops (must extend to the shoulder)	Crop to ankle	
Dresses (no shorter than 3" above knee)		

Friday: Casual (in addition to above).

Tops	Bottoms	Footwear/Misc
T-shirts (No derogatory images, offensive language, politics, religion)		Tennis shoes/Sneakers

Please note:

All clothing must be in good condition and should not be ripped, torn, stained, faded, or tight.

The following clothing items are NOT acceptable at ANYTIME:

Tops	Bottoms	Footwear/Misc
Tank/halter tops	Sweat pants	Flip Flops
Crop tops (bare midriff showing)	Shiny Lycra/spandex pants	Extremely high heels
Low-cut tops	Jeans with holes/rips or faded	Skull caps
Spaghetti strap tops/dresses	Micro-mini skirts	Bandanas
Sheer fabrics	Nothing too revealing	Caps and Hats
Revealing undergarments	Shorts – Bermuda Shorts	Slippers
Nothing too revealing (modest)	Leggings (ankle)	

Dress Code Acknowledgement

Adherence to the dress code is the responsibility of each employee. If you are in violation of these guidelines, the following action will be taken:

- **First occurrence:** Your manager will provide you with a copy of these guidelines, with the area in question highlighted as a reminder. One copy will be given to you, and the other copy will be kept in your manager's file. You may be sent home to change clothes (time without pay).
- **Second occurrence:** Your manager will have a verbal discussion with you, and you will be asked to return home to change clothes (time without pay).
- **Third occurrence:** Your manager will complete a planning worksheet, and you will be sent home for the remainder of the day (time without pay).

Additional violations will result in further disciplinary action up to and including termination.

Please note: If you have a special situation (e.g., pregnancy, injury, etc.) that requires you to vary from the dress code guidelines, or have questions about appropriate dress, speak with your manager or human resources representative for approval.

I agree to abide by the Dress Code Policy as a condition of my employment and my continuing employment at Austin Energy. I understand that if I have questions, at any time, regarding the policy, I will consult with my immediate supervisor or manager.

Please read the policy carefully to ensure that you understand the policy before signing this document.

Employee Name

Supervisor Name

Employee Signature Date

Supervisor Signature Date

Customer Contact Center Internal Policies

Personal Cell Phones

It is the policy of the Customer Contact Center that employees not use personal cell phones during shift hours. Cell phone usage is prohibited except as stated below:

- Customer service representatives may have a cell phone on their person, provided that the ringer is set in the silent or vibrate mode ONLY. If your phone does not offer this option, it must remain off and off the desk at all times.
- Cell phones shall not be placed on your desk/work surface.
- Employees are prohibited from placing and/or answering calls on their cell phones while at their workstation. Cell phone usage for employees is limited to the pre-established break areas only.
- Employees may utilize their cell phones only during their scheduled breaks and/or during lunch. At no time will an employee disrupt a customer transaction to respond to a call or text on their cell phone.
- If you have an emergency situation where you need to be available at all times, please speak with your supervisor to make other arrangements.

AE ID Badges

A Badge is required to enter the building. In addition, you must wear it around your neck using a lanyard at all times while in the building

If you forget your badge, sign in at the front desk to obtain a temporary badge. If you lost your badge, please register for a new one.

Also, each of you are empowered should you see someone (especially) on the 3rd floor not wearing a city issued badge to ask that they put it on, show I.D. or report the individual to someone on the management team or security.

Personal Music Devices/Streaming

Streaming utilizes an extreme amount of bandwidth therefore causing other applications to run at a much slower speed. You are prohibited from listening to music off the Internet or watch videos.

Radio devices MP3s IPods, etc... are prohibited on the Call Center floor.

Workstation

Equipment damage as a result of improper maintenance, spilled liquids, etc. can cause thousands of dollars and replacement costs are even higher. To this end, please adhere to the following workstation policy:

1. Workstation must be kept clean and neat at all times.
2. No personal items above cubicle height. So not cover glass at top of cubicle.
3. Personal pictures are acceptable but should be limited and professionally displayed (framed).
4. No toys, stuffed animals, etc. Your workstation should not be cluttered.
5. One (1) plant per workstation, plants grown in water only are not allowed, a plant in soil is acceptable.
6. Refrain from using unnecessary equipment due to power load. Lamps, fountains, fans, radios and heaters are not permitted. The extra equipment can cause a breaker to trip, thus losing power on the 3rd floor.
7. No individual coffee pots, 1 coffee pot per team is permitted at the supervisor's workstation only.
8. Drinks must be in covered cups; no open containers.
9. No food of any kind at workstations; all meals, snacks and team events should be eaten in designated break areas.
10. Cooking is not allowed in the building.

Harassment and Sexual Harassment Policies

City of Austin Personnel Policy prohibits any harassment or discrimination in the workplace based on “race, creed, color, national origin, sex, age, religion, veteran status, disability, or sexual orientation”. This policy mandates a professional working environment free of intimidation, sexual harassment, and discriminatory conduct.

It is Austin Energy’s policy to treat each City of Austin employee and each customer with dignity and respect while conducting official City business. In keeping with this policy, Austin Energy personnel shall not engage in any intimidating, harassing, discriminatory or other disrespectful behavior while in the workplace or being paid by the City, on City of Austin property, while wearing a City of Austin uniform, or while driving an official City vehicle.

Any violation of this policy will result in immediate disciplinary action up to and including termination.

The City of Austin Personnel Policies state:

Harassment

The City is committed to promoting a work environment that is free of harassment. Harassment is abusive, obscene or threatening conduct or communication that is intended to harass, annoy, alarm, torment, embarrass or injure another. Employees who engage in such conduct while on duty or on City premises will be subject to immediate discipline.

While on duty or on City premises, employees shall not use obscene or abusive language or offensive gestures in their communication with coworkers or members of the public; employees shall not by oral, written, electronic or other means of communication threaten or intimidate coworkers or members of the public; employees shall not physically endanger, intimidate or injure coworkers or members of the public. Such conduct will not be tolerated.

Sexual Harassment

Sexual harassment, which is any unwelcome sexual conduct, which occurs under one or more of the following conditions, is prohibited and shall not be tolerated. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature will be considered harassment when:

- a. Submission to such conduct is made either openly or by implication a term or condition of an individual’s employment;
- b. Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting that person; or
- c. Such conduct unreasonably interferes with the individual’s work performance or creates an intimidating, hostile, or offensive working environment.

Any manager, supervisor or employee who engages in such objectionable conduct is subject to immediate discipline up to and including termination.

Sexually oriented jokes, remarks, gestures, or pictures may be offensive to other employees and will not be tolerated.



9-1-1

EMERGENCY CONTACT FORM

Employee Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Home Phone Number: _____

Cell or other Number: _____

Date of Birth (optional): _____

In case of emergency, whom shall we contact?

Emergency Contact Name: _____ Relationship: _____

Emergency Contact Phone Number: _____

Physician Name: _____ Phone Number: _____

Confidentiality Agreement

Confidentiality and Privacy

You are responsible for protecting sensitive information and the citizen's right to privacy. In general, all Austin 3-1-1 employees /contractors have access to City of Austin data, plans, decisions, and/or other confidential information, such as customer and employee records. No employee, full-time or contract, may use or release any kind of information to any unauthorized person or to others for their own use, personal profit or benefit. Personal information about other employees should also be regarded as confidential, in order to preserve the privacy of all co-workers and colleagues. Employees who handle confidential information or who have access to such information, whether physical, electronic, or otherwise are responsible for proper and careful use, distribution, storage and disposal of such information. Employees must also handle with care and respect customer's confidential information. Divulging confidential information may result in disciplinary action up to and including termination of your employment.

A. Representatives must verify the identity of the person prior to discussing sensitive account or service request information such as the outcome of a situation or who was reporting the issue.

- We do not want to provide information to anyone except the person that previously called in the information
- Do not disclose a caller's name or any personal information without the caller's permission
- Ask the caller to verify their contact information rather than give it to them
- Representatives must refrain from disclosing non-public information such as internal department or employee phone numbers along with policies or procedures that may be confidential
- If a password is on the Austin Energy account, the representative must verify the password prior to discussing any account information, including termination of service or payments
- Representatives may not ever look at or change utility account information for themselves or immediate family members; doing so will result in immediate termination

B. Do not repeat general information without permission.

- This includes discussing things that happen involving citizens or co-workers that are not public knowledge
- General information may include nature of an incident, activity on an account, housing area, etc...

C. Requests for information from the media should all be referred to the City of Austin Public Information Office

D. Failing to maintain confidentiality may be grounds for dismissal

Disclosure Policy

Procedures

All Utility Customer Service Center employees shall abide by the following procedures:

- a. Under no circumstances are employees permitted to access their personal utility accounts. Only managers and supervisors are authorized to make transactions on other employee's accounts. Managers and supervisors are prohibited from making transactions on their own accounts and must request that another manager or supervisor at a higher level handle their transaction. Employees may view their personal accounts after obtaining permission of their immediate supervisor.
- b. Employees requiring credit and collection services are required to consult a supervisor or manager in the Utility Customer Service Center.

Disclosure Policy

Upon acceptance of employment with the City of Austin, Utility Customer Service Center all employees are required to provide the following information to their immediate supervisor.

- a. Employee must provide account number(s) and/or addresses for any utility service accounts they are currently responsible for, as well as, any accounts they have been responsible for in the past. This includes any account information on accounts where the employee was listed as a second or third party.
- b. Employees must disclose the account number(s) and/or addresses of any immediate family members who reside in the City of Austin's utility service area and who receive any utility services from the City of Austin.
- c. Employees must keep their immediate supervisor updated on any and all changes to the status of accounts that they have previously reported accounts. As well as new information on accounts of which they may have a personal interest.

Drug-Free Workplace (Safe Working Environment)

Safety

The City of Austin recognizes the importance of the health and safety of its employees and will provide a safe and healthful environment in which to work. Employees will not be required to perform hazardous duty without first receiving training concerning the hazard, the proper work methods, and any appropriate measures or equipment to be used.

Management will provide health and safety programs including, but not limited to: violence prevention, facility inspection, sanitary facilities, emergency evacuation, first aid, defensive driving, hazard identification and evaluation, and environmental protection. Employees are expected to participate in safety programs and are required to observe rules, regulations, and instructions as determined by management.

Weapons

Employees, with the exception of those described in the following paragraph, are prohibited from possessing or storing a concealed handgun or other weapon (see definitions) while on duty or performing services for the City, or while in City uniform or in a City vehicle, regardless of whether the employee is on City property or not.

Licensed peace officers employed by the City as peace officers and employees assigned by the Chief of Police to perform security coordinator duties at the APD Headquarters facility may possess and store a concealed handgun or other weapon (see definitions) while on duty or performing services for the City.

While off duty, employees are prohibited from possessing or storing a concealed handgun or any other weapon on the property leased, owned or controlled by the City of Austin; to the extent pre-empted by state law, this sentence shall not apply to City parks, political rallies, political meetings or parades. This paragraph does not apply to public streets or sidewalks, nor does it prohibit an off-duty employee from traveling through the airport and transporting firearms, as long as the transportation is in compliance with all laws.

Employees who violate this policy may be disciplined up to and including immediate termination of employment.

In order to ensure the safety and well being of its citizens and employees, and to comply with the Drug-Free Workplace Act of 1988 and the Texas Workers' Compensation Act, all City work sites shall be free of drugs, alcohol, and inhalants. The unlawful manufacture, distribution, dispensing, possession or use of inhalants or controlled substances or the possession or use of alcohol in the workplace or while on duty is prohibited.

Drug-Free Workplace (Safe Working Environment)

City employees shall not report to work, remain on duty, or be on call for duty while under the influence of drugs or alcohol. It is also the policy of the City of Austin that employees shall not have their ability to work impaired as a result of the use of alcohol or drugs. All employees are required to comply with this policy. Any employee engaging in such activities will be subject to disciplinary action for misconduct, up to and including termination. With respect to use and possession of alcohol, this policy may be waived by the City Manager.

The Director of Human Resources will inform employees of the existence and content of the Drug-Free Workplace policy and possible consequences of violation of its requirements. The Director of Human Resources will also approve and establish a drug awareness program and will inform employees of the program's services, the dangers of alcohol, inhalants and drugs, and the availability of drug counseling and rehabilitation resources.

Employees who are convicted of any alcohol, inhalant, or drug violation, which occurs in the workplace or while on duty must report the conviction to their Department Director and to the Director of Human Resources within five (5) calendar days of the conviction. For this purpose, "conviction" includes any finding of guilt or imposition of sentence; it also includes deferred adjudication and a plea of nolo contendere. Employees who are convicted of any alcohol, inhalant, or drug violation which occurs in the workplace or while on duty may be subject to disciplinary action, up to and including termination, or be required to participate satisfactorily in a substance abuse or rehabilitation program approved by the City. Substance abuse treatment programs are available in the community and may be covered by the employee's health care program.

Emergency Closures
(Essential and Non-essential
Employees Policy)

III. DESIGNATION OF ESSENTIAL EMPLOYEES WITHIN A DEPARTMENT

A. RESPONSIBILITY

The Department Director will determine which employees are designated as essential employees, as defined in Section II, Page 1.

B. IDENTIFYING ESSENTIAL EMPLOYEES

1. Employees who are needed to maintain minimum emergency services or to provide public health, safety, and utility services should always be identified as essential employees.
2. Since the essential employee designation may be dictated by the specific circumstances of an emergency closure, departments should allow that certain employees could become essential to the meeting of business or certain operational needs.
3. Whenever possible, the Department Directors will notify employees of essential designation and report for duty requirements in advance.

IV. WHEN EMERGENCY CLOSURES MAY OCCUR

A. CITY MANAGER'S DIRECTIVE

The City Manager may determine, due to bad weather, natural disaster, certain business needs, safety concerns or other emergency circumstances that City business functions or operations will:

- Postpone the start of the business day
- Close for the remainder of the business day
- Close for the entire business day

B. DEPARTMENT DIRECTOR'S DIRECTIVE

The Department Director may determine, due to safety concerns or an inability to meet specific business needs that certain Department business functions or operations will:

- Postpone the start of the business day
- Close for the remainder of the business day
- Close for the entire business day

C. RELEASE FROM DUTY

In the event the City Manager or the Department Director determines the need for an emergency closure, all employees designated as non-essential to business operations will be notified of their release from duty. Release times may be staggered.

Upon release from duty, non-essential employees will be required to leave their work location or make arrangements to leave as soon as possible.

V. EMPLOYEES SCHEDULE AND PAY ISSUES

A. NON-ESSENTIAL EMPLOYEES

1. WHO REPORT TO WORK

- a. Non-essential employees who report to work and are immediately released from duty due to an emergency closure will be paid for all hours they were scheduled to work that day.
- b. Non-essential employees who report to work and are released from duty later in the business day due to an emergency closure will be paid for hours worked and the remainder of the hours they were scheduled to work that day.
- c. Non-essential employees who report to work to find that the regularly scheduled work is not available due to an emergency circumstance within their individual department will be:
 - Given an alternate work assignment at the employee's current rate of pay
 - OR**
 - Released from duty and if non-exempt status, paid a maximum of 4 hours pay.

2. WHO DO NOT REPORT TO WORK

- a. Non-essential employees who call in to report their intention to not report to work prior to an Emergency Closure announcement will be required to use accrued leave.*(see note)
- b. Non-essential employees who have pre-scheduled leave arrangements on the day of an Emergency Closure will be required to use their accrued leave.*(see note)
- c. If the City Manager or Department Director makes an Emergency Closure announcement, non-essential employees, with the exception of temporary and seasonal non-exempt employees, will be paid for any scheduled hours they are unable to work that day because of the close of City operations.*(see note)
- d. If there are subsequent, consecutive Emergency Closure days, non-essential employees, with the exception of temporary and seasonal non-exempt employees and upon approval of the City Manager, will be paid for their scheduled hours up to a maximum of two additional days.*(see note)
- e. If the Emergency Closure exceeds three consecutive days, non-exempt employees, with the exception of seasonal and temporary, will be allowed to use applicable accrued leave or be granted zero time. Exempt employees will be paid in accordance with City policy.

*** NOTE: Applies to Exempt and Non-Exempt employees.**

B. ESSENTIAL EMPLOYEES

1. WHO REPORT TO WORK

- a. Scheduled essential employees who report to work will receive pay for actual hours worked and any overtime to which they are entitled.
- b. Scheduled essential employees who work up to or less than four (4) hours will receive an additional four (4) hours of Administrative Leave.
- c. Scheduled essential employees who work more than four (4) hours will receive an additional eight *3) hours of Administrative Leave.

2. WHO DO NOT REPORT TO WORK

- a. Scheduled essential employees who do not report to work may be subject to disciplinary action in accordance with City of Austin policy unless failure to report as scheduled is for an approved and valid reason.

VI. COMMUNICATION

A. EMERGENCY CLOSURE ANNOUNCEMENT COMMUNICATION

1. Announcements will be made on major television and radio stations regarding the closing of certain City operations.
2. The City Manager will designate the business day hours that City operations will remain closed.
3. The City Manager's Office will contact all Department Directors of an Emergency Closure decision.
4. Department Director should notify the City Manger's Office of any department operation closures, in accordance with Administrative Bulletin 94-03, Policy for Making Internal City Notifications.

B. EMPLOYEE COMMUNICATION

In the event an emergency closure limits communication with the department, an employee will need to follow appropriate department procedures for alternative communications or report for duty in accordance with City policy and departmental procedure.

Harassment and Sexual **Harassment Policies**

Discrimination, Harassment and Sexual Harassment

1. Discrimination

As an Equal Employment Opportunity (EEO) employer, the City will conduct its staffing activities: selection, promotion, demotion, transfer, training and separation, in accordance with established federal, state and local EEO laws and regulations as they affect the City. The City of Austin will employ positive business and personnel practices designed to ensure equal employment opportunity.

The City of Austin will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, disability, or sexual orientation. In addition, the City will not discriminate in employment decisions on the basis of an individual's AIDS, AIDS Related Complex, or HIV status; nor will the City discriminate against individuals who are perceived to be at risk of HIV infection, or who associate with individuals who are believed to be at risk.

Every manager and supervisor is expected to implement this policy through uniform and consistent employment practices. Management is also responsible for maintaining a professional working environment free of intimidation, sexual harassment, racial harassment, other forms of harassment and discriminatory conduct.

2. Harassment

The City is committed to promoting a work environment that is free of harassment. Harassment is abusive, obscene or threatening conduct or communication that is intended to harass, annoy, alarm, torment, embarrass or injure another. Employees who engage in such conduct while on duty or on City premises will be subject to immediate discipline.

While on duty or on City premises, employees shall not use obscene or abusive language or offensive gestures in their communication with coworkers or members of the public; employees shall not by oral, written, electronic or other means of communication threaten or intimidate coworkers or members of the public; employees shall not physically endanger, intimidate or injure coworkers or members of the public. Such conduct will not be tolerated.

3. Sexual Harassment

Sexual harassment, which is any unwelcome sexual conduct which occurs under one or more of the following conditions, is prohibited and shall not be tolerated. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature will be considered harassment when:

- a. Submission to such conduct is made either openly or by implication a term or condition of an individual's employment;
- b. Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting that person; or
- c. Such conduct unreasonably interferes with the individual's work performance or creates an intimidating, hostile, or offensive working environment.

Discrimination, Harassment and Sexual Harassment

Any manager, supervisor or employee who engages in such objectionable conduct is subject to immediate discipline up to and including termination.

Sexually oriented jokes, remarks, gestures, or pictures may be offensive to other employees and will not be tolerated.

4. Reporting Violations

Employees who experience discrimination, sexual harassment, another form of harassment or who become aware of a threatening situation as described in this policy, should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact their Assistant Department Director or Department Director or the Director of Human Resources. If an employee is aware of a threat of imminent physical harm to him/herself, another employee or member of the public, the employee should attempt to remove him/herself from the dangerous situation and immediately notify appropriate emergency personnel by calling "911." The employee should report this emergency call to his/her supervisor or management immediately.

No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting violations of this policy in good faith. The procedure for complaining about discrimination and harassment based on race, creed, color, national origin, sex, age, religion, veteran status, sexual orientation, disability, AIDS or HIV status, is found in Section IV.C.3. of these policies. The procedure for addressing complaints about general grievance issues, including other forms of harassment, may be found in Section IV.C.2. of these policies.

Internet Use Policy

Internet Use Policy

All Austin Energy (AE) employees who currently use or plan to use the Internet services provided by the City of Austin are expected to familiarize themselves with the City of Austin official policies regarding the use of Internet Services. Utilization of the Internet services will be monitored at random times each month by AE Technology Control Center (TCC) to verify compliance with these policies. Employees found to be using the Internet services other than that for approved purposes will be subject to disciplinary action.

City of Austin Internet Acceptable Use Policy Administrative Bulletin, No. 98-06

This policy is intended to encourage responsible and acceptable use of Internet services provided through public resources by the City of Austin. These resources are provided to support:

- an exchange of information and ideas among citizens, government agencies, community groups, and businesses.
- research and education by providing access to unique resources.
- an opportunity for collaborative work among various working groups.
- information about the activities and services of the City of Austin.
- the delivery in electronic form of City of Austin services.

General Policy

The use of the Internet via City of Austin resources is a privilege, not a right. Any violation of the following conditions, policies, and procedures may result in cancellation of that privilege, and may be subject to disciplinary action as outlined by City of Austin Personnel Policies and Procedures. **All uses of City computer equipment, electronic facilities, and electronic data are restricted to work related purposes only.** Users are provided access as approved by Department Heads or their designee. The employee is responsible for his/her actions while accessing the City's computer network and the Internet.

- Use of E-mail, FTP, Telnet, Usenet, WWW, on-line communications, and the Internet are provided to City of Austin employees solely for the purpose of conducting City business. E-mail, FTP, Telnet, Usenet, WWW, on-line communications, and the Internet are tools for more efficient and effective communication, for research and other purposes that benefit the City of Austin
- All computer files are the property of the City of Austin, regardless of their physical location or the form in which they are maintained. The City of Austin reserves the right to access and disclose all messages and other electronic data, sent over its electronic mail system or stored in its files, for legal and audit purposes. Under the Texas Open Records Act, any electronic mail can be a public record. Employees should be aware that electronic records are subject to the mandatory public disclosure requirements of the Texas Open Records Act, subject to the exceptions under the Act.
- E-mail and on-line communications should not contain confidential City of Austin information. Good judgment should be exercised in using the electronic transmission and distribution of information, especially if it may be deemed sensitive.
- E-mail, ListServs, UseNet, and on-line communications are subject to all the same laws, policies, and practices that apply to the use of other means of communication, such as telephone and paper records. This includes, but is not limited to, product endorsements, policies and laws adherence to copyright, software licenses and patent laws, proper business correspondence practices, and proper use of City of Austin equipment and resources.

- The City of Austin realizes that like the telephone, we have little control over all aspects of communications received, especially those received from unsolicited sources. Any unsolicited electronic correspondence received should be disposed of accordingly. If you repeatedly receive this correspondence, forward the item(s) along with a message to the Technology Control Center at aetcc@austinenergy.com. Be sure to put the words "unsolicited mail" in the subject line.

City of Austin network and computer resources **will not** be used to:

- seek or gain unauthorized access to City of Austin network resources.
- seek or gain unauthorized access to resources on the Internet.
- conduct or participate in any actions that are illegal.
- violate any City of Austin policies; city, state, or federal laws.
- view, display, transmit, or receive any sexually explicit material.
- conduct commercial or private/personal business enterprises.
- promote private businesses, product advertisement or political lobbying.
- transmit unsolicited commercial information (i.e. junk mail, advertising, etc.) or material which may be deemed offensive to its recipient.
- support or solicit on behalf of groups, organizations, etc. that are not related to City of Austin.
- advocate racial, ethnic, religious, or gender-based slurs.
- destroy the integrity of computer-based information.
- disrupt the functions of City of Austin networks or other computer resources, including, but not limited to, propagation of worms or viruses or other debilitating programs.
- threaten or harass others.
- compromise the privacy and/or security of users.
- circumvent legal protection provided by copyright and license to programs and data.

Capability Specific Policies

The following policies are attached to provide specific guidance and direction to Internet related activity, and will never supersede or replace the above General Policy or City of Austin Policies and Procedures.

E-Mail (Electronic Mail)

- The employee is responsible for all e-mail messages originating from his/her user id:
 0. Theft and forgery (or attempted forgery) of E-mail messages is prohibited;
 1. Reading, deleting, copying, or modifying the E-mail of other users is prohibited;
 2. Any message that may create a hostile work environment such as sending harassing, discriminating, and/or other threatening E-mail to another user is prohibited; and,
 3. Attempts at sending unsolicited junk mail, for-profit messages, or chain letters is prohibited
- Recognize your responsibility as a participant on the Internet to abide by the customs of the Internet, practicing generally accepted "netiquette" guidelines.
- E-Mail is backed up daily on a permanent basis allowing the City of Austin to restore current electronic mail in the event of system failure. Employees should assume that copies (back-up copies or otherwise) of electronic mail messages and other electronic correspondence may exist on other systems even though the sender and recipient has discarded his/her copy of the document.
- City of Austin employees who have been provided E-mail capability have an obligation to read in-coming messages in a timely manner and respond accordingly.

Listservs, Mailing Lists, and Discussion Groups

- City of Austin employees are not to establish electronic mailing list servers and/or function as "List Owners", without authorization from the AE TCC.
- Employees should carefully select the mailing lists you subscribe to ensure their content will be useful. Some mailing lists are very active (flooding your mailbox with several hundred messages a day), affecting both the employee's time and the networks resources.
- Employees must unsubscribe to all mailing lists when their account address changes or when you leave City of Austin employment

Downloading files using FTP (File Transfer Protocol)

- File transfers should only be performed on a very selective basis. The effects of an FTP connection on a site and its link can vary. The general rule of thumb is that any extra traffic created detracts from the ability of that site's users to perform their tasks.
- Extensive file transfers are discouraged during normal working hours. Users must be knowledgeable about the resource requirements for the file transfer both in terms of the network and of the desktop's capacity. Limit downloads, especially large files, to a time after normal business hours locally and for the remote site.
- Due to security risks to the network, do not load FTP server software on your desktop.
- It is the responsibility of the user to check for copyright or licensing agreements when downloading files.
- When utilizing "Anonymous FTP", users should type in their E-mail address when the FTP site requests a "Password". DO NOT type in your network or Internet password.

Telnet

- Telnet requires Telnet client software be installed on your computer to use it.
- Because of the nature of Telnet, many systems will not allow "Anonymous" login using Telnet and require the user to have an account on their system.

Usenet (News Groups)

- Usenet groups can be quite numerous and extensive, and can flood a system if caution is not taken when selecting applicable groups:

World Wide Web (WWW)

- WWW sights with very large graphics can be very high bandwidth consumers.
- Multimedia will require special hardware and software to use. Most sound, picture, and video files aren't in a format your computer can automatically play. Even if the desktop has the capability, watch out for those with a very large file size.
- The development and management of City department Web pages is coordinated through the Austin City Connection Group and are hosted on the City's Web server. Personal or employee Web pages and Web sites are not permitted on the City of Austin system.

Internet Relay Chat (IRC), Video Conferencing, and other On-line Communication Methods

- On-line communications, depending on the method employed, may utilize enormous amounts of bandwidth, and therefore, care should be taken when accessing these resources.

If you have any questions or concerns regarding this policy, contact AE TCC at 512/322-6077.

Office Attire Policy

Monday to Thursday: Business Casual dress		
Tops	Bottoms	Shoes/MISC
Dress jackets	Skirts	Dress shoes
Blouses	Dress slacks	(open toe is acceptable)
Button-down tops	Docker-style slacks	Loafers
Polo-style shirts (with collar)	Jeans (black)	Boots
Sweaters		Scarfs
Sleeveless tops (must extend to the shoulder)		Headbands
Dresses		
Uniform tops		
Friday Casual dress (in addition to above).		
Tops	Bottoms	Shoes/MISC
T-shirts (No offensive language, politics, religion)	Blue or colored Jeans Shorts; must be Bermuda shorts length**	Tennis shoes/sneakers
Sweatshirts (No offensive language, politics, religion)		
<i>Please note:</i> All clothing must be in good condition and should not be ripped, torn, stained, faded, or tight.		
** Shorts are only allowed during casual Friday, Saturday, and Sunday when approved by management		
<u>The following clothing items are not acceptable at ANYTIME:</u>		
Tops	Bottoms	Shoes/MISC
Tank/halter tops	Sweat pants	Caps and hats
Crop tops (bare midriff showing)	Shiny lycra/spandex pants	Flip Flops
Low-cut tops	Jeans with holes	Bandana
Spaghetti strap tops/dresses	Micro-mini skirts	Skull caps
Sheer fabric	Nothing too revealing	Nothing too revealing

Revealing undergarments	Shorts	
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Austin 311 Dress Code

Dress Code (Cont.)

Adherence to the dress code is the responsibility of each employee. If you are in violation of these guidelines, the following action will be taken:

- **First infraction:** Your manager will provide you with a copy of these guidelines, with the area in question highlighted as a reminder. One copy will be given to you, and the other copy will be kept in your manager's file. You may be sent home to change clothes (time without pay).
- **Second infraction:** Your manager will have a verbal discussion with you, and you will be asked to return home to change clothes (time without pay).
- **Third infraction:** You may be sent home for the remainder of the day (time without pay). Additional violations will result in further disciplinary action up to and including termination.

Please note: If you have a special situation (e.g., pregnancy, injury, etc.) that requires you to vary from the dress code guidelines, or have questions about appropriate dress, speak with your manager or human resources representative for approval.

When in doubt...wear something else!

Policy on Use of cell Phones

Customer Contact Center Internal Policies

Personal Cell Phones

It is the policy of the Customer Contact Center that employees not use personal cell phones during shift hours. Cell phone usage is prohibited except as stated below:

- Customer service representatives may have a cell phone on their person, provided that the ringer is set in the silent or vibrate mode ONLY. If your phone does not offer this option, it must remain off and off the desk at all times.
- Cell phones shall not be placed on your desk/work surface.
- Employees are prohibited from placing and/or answering calls on their cell phones while at their workstation. Cell phone usage for employees is limited to the pre-established break areas only.
- Employees may utilize their cell phones only during their scheduled breaks and/or during lunch. At no time will an employee disrupt a customer transaction to respond to a call or text on their cell phone.
- If you have an emergency situation where you need to be available at all times, please speak with your supervisor to make other arrangements.

AE ID Badges

A Badge is required to enter the building. In addition, you must wear it around your neck using a lanyard at all times while in the building

If you forget your badge, sign in at the front desk to obtain a temporary badge. If you lost your badge, please register for a new one.

Also, each of you are empowered should you see someone (especially) on the 3rd floor not wearing a city issued badge to ask that they put it on, show I.D. or report the individual to someone on the management team or security.

Personal Music Devices/Streaming

Streaming utilizes an extreme amount of bandwidth therefore causing other applications to run at a much slower speed. You are prohibited from listening to music off the Internet or watch videos.

Radio devices MP3s iPods, etc... are prohibited on the Call Center floor.

Workstation

Equipment damage as a result of improper maintenance, spilled liquids, etc. can cause thousands of dollars and replacement costs are even higher. To this end, please adhere to the following workstation policy:

1. Workstation must be kept clean and neat at all times.
2. No personal items above cubicle height. So not cover glass at top of cubicle.
3. Personal pictures are acceptable but should be limited and professionally displayed (framed).
4. No toys, stuffed animals, etc. Your workstation should not be cluttered.
5. One (1) plant per workstation, plants grown in water only are not allowed, a plant in soil is acceptable.
6. Refrain from using unnecessary equipment due to power load. Lamps, fountains, fans, radios and heaters are not permitted. The extra equipment can cause a breaker to trip, thus losing power on the 3rd floor.
7. No individual coffee pots, 1 coffee pot per team is permitted at the supervisor's workstation only.
8. Drinks must be in covered cups; no open containers.
9. No food of any kind at workstations; all meals, snacks and team events should be eaten in designated break areas.
10. Cooking is not allowed in the building.

Public Trust Policy
(COA's Code of Ethics and
Standards of Conduct)

Austin Energy – Customer Care			
Group:	Customer Care	Effective Date:	August 2013
		Revision Date:	07-03-13
Section:	All	Subject:	Public Trust
Policy Number:		Policy Name:	Public Trust Policy
Process Manager Approval:	CCC	RMG	BS
Vice President Approval:		CSM	QM
		Document Number:	
		Rules/Reg Number:	
		(if applicable)	

Purpose: To establish guidelines and expectations for the ethical administration of customer accounts and confidential information.

Job Performer: Customer Service Representatives, Consumer Service Representatives, Meter Service Representatives, Meter Service Investigators, Utility Account Analyst, Utility Account Specialist, Customer Solution Coordinators, Supervisors and Managers and all Customer Care employees with access to the Utility Billing System and Personal Identifiable Information (PII).

This policy has been established to assure our customers and the citizens of Austin, that in the execution of our job responsibilities for Austin Energy (AE), we agree to hold ourselves to the highest ethical standards with regard to account administration, customer confidentiality, customer financial transactions, and the protection of company assets. The policy also outlines expectations to assure that a Customer Care employee will not use his or her official position to obtain financial or personal gain.

Policies

I. ACCOUNT ADMINISTRATION

Each employee with access to the AE Utility Billing System or other related interfaces with this system is held to a higher standard of performance and conduct than non-users with respect to the use and management of customer information, personal utility account accountability, ethical standards of behavior, and use of company resources and assigned authority. Employees with access to the Utility Billing System must not, under any circumstances, perform transactions on their own account, the account of a spouse, family member, roommate or friend. If presented with this opportunity, the employee should refer the call, transaction request or service order to a supervisor for re-assignment. This includes, but is not limited to, all activities related to service on accounts, including creating and editing bills, collections on past due accounts, reading meters, performing bill adjustments, updating information on an account, posting payments and deposits, issuing or deleting disconnect or connect service orders, meter exchanges, payment arrangements, and payments made at walk-in centers. Employees of Customer Care must not use their position of employment, any information available to them through Austin

Energy, or any information from Austin Energy customers to benefit themselves personally and financially.

II. CUSTOMER CONFIDENTIALITY

Customer Care employees are required, both by this policy and by law, to maintain a high level of accuracy and confidentiality when handling customer information and account information. A customer's personal information may be given only to individuals who are authorized to receive the information. All discarded papers, files, or other records that contain customer information must be shredded before disposal. All customer information in electronic files must not be transferred to removable storage media and used on non AE equipment or sent outside of the City networks.

III. FINANCIAL TRANSACTIONS

Customer transactions: All financial transactions between a customer and a Customer Care employee will be recorded by audio recording of phone transactions and/or screen capture, and by video in the case of walk-in center transactions. Under no circumstance should an employee accept funds from a customer without making sure the transaction is documented, verifiable and follows company policy and procedures, including providing a customer receipt for the transaction.

Personal transactions: Personal financial transactions may not be done in the work place. This includes selling personal items, selling items for profit, conducting a side business during working hours, or making loans to co-workers. The exception to this rule is the collection of funds for City approved charity. In that event, prior approval to do such collections during work hours must also be approved by the appropriate Process Manager and the Vice President of Customer Care.

IV. PROTECTION OF ASSETS

Austin Energy and City of Austin

Employees are required to respect and protect the assets of Austin Energy and the City of Austin. This includes: handling company equipment and facilities with care in order to avoid damage; not removing company property from the work place without express permission; not knowingly making errors that contribute to loss of revenue; or committing a deliberate act that prevents Austin Energy from collecting utility-related debt.

Customer Care Employees

Employees are expected to respect and protect the personal assets of other employees to foster a safe and secure work place

V. PERSONAL ACCOUNT ADMINISTRATION FOR PAST DUE ACCOUNTS

All payment transactions on employee personal accounts that are past due should be done only through a Customer Care Manager or Supervisor other than the employee's direct Manager or Supervisor.

This is for the protection of the employees as well as their co-workers and supervisors. Further, it will provide verifiable documentation that is easily traced to assure that all policies and procedures are being followed and applied fairly. All current Customer Care employees must not have a past due balance on their account. If a past due balance occurs on their account they must be on a payment agreement.

Prior to hiring as a contract employee or as a regular employee, the candidate for hire must enter into a Public Trust Agreement and must immediately resolve any past due utility account balance(s). All new employees will be required to pay past due balances in full or enter into a payment arrangement prior to the issuance of a CIS User ID.

VI. CONSIDERATION OF EMPLOYEE AND COMPANY IMAGE

Customer Care employees are expected to show respect for themselves, their co-workers and their employer. In addition to adhering to the published personnel policies of the City of Austin, Customer Care employees must adhere to work-place dress codes and other specific work-related policies.

All Customer Care employees are expected to respect the personal dignity and cultural diversity of our customers and co-workers at all times. Work-place behavior is expected to fully support the Austin Energy Values: Care and Concern; Safety; Innovation; Integrity; Diversity; Teamwork; and Open Honest Communication.

VII. SUMMARY OF EXPECTATIONS

All Customer Care and City employees that have access to the Utility Billing System and who input and retrieve data or information in the process of managing a customer account, must agree to follow this policy as part of their job requirement. Each employee shall be required to submit to his or her Manager a Public Trust Agreement that discloses information about his or her personal accounts, the accounts of family members and roommates if any, to help verify continued compliance with this policy. This agreement must be updated with each SSPR review or when any change in status occurs with respect to the employee and their relationship to those accounts. It is the responsibility of the employee to make sure the agreement information is current and correct.

CUSTOMER CARE PUBLIC TRUST AGREEMENT

Disclosure

All employees of the City and Austin Energy who have access to the Utility Billing System are required to provide the following information to their immediate supervisor and the information must be kept on file and updated as necessary to remain current:

- a. Employee must provide account number(s) and/or addresses for any utility service accounts they are currently responsible for, as well as any accounts they have been responsible for in the past. This includes any account information on accounts where the employee was listed as a second party.
- b. Employees must disclose the account number(s) and/or addresses of any family members and relatives who reside in the City of Austin's utility service area and receive any utility services from the City of Austin.
- c. Employees must keep their immediate supervisor updated regarding any and all changes to the status of accounts that they have previously reported, as well as new information on accounts in which they may have a personal interest.

Provide the account numbers and/or addresses of immediate family members and relatives or roommates who reside in the City of Austin's utility service area and receive utility service from the City of Austin:

Account Name	Account Address	Account Number	Relationship

Signing Statement:

By signing this agreement I acknowledge that I have been given a copy of the Customer Care Public Trust Policy, have disclosed accurately to the best of my knowledge all the required information, and agree to abide by all the requirements in the policy.

Employee's Name (Printed): _____

Employee's Signature: _____

Supervisor' Signature: _____

Date: _____

Safety Manual or Briefing

AUSTIN ENERGY
EMPLOYEE SAFETY AND RISK MANAGEMENT MANUAL 2013 RECEIPT

I, _____, acknowledge receipt of
(print name)
the Austin Energy Employee Safety and Risk Management Manual 2013. I understand that it is my duty to read, study, and abide by these safety and risk management rules and work procedures and other Austin Energy and City of Austin policies and procedures as they apply to the duties that I shall perform for Austin Energy. I further understand that failure to abide by these rules, procedures, and polices shall result in disciplinary action that could include termination of employment.

Signature of Employee

Printed Name of Employee

Date Received

Section Name

Signature of Supervisor

Printed Name of Supervisor

Date Issued to Employee

Send **original** receipt to AE Safety and Risk Management Section.
Supervisor and employee should each keep a copy of receipt.

Telephone Monitoring and **Recording Policy**

CUSTOMER CONTACT CENTER TELEPHONE MONITORING AND RECORDING POLICY

For training and quality assurance purposes, Customer Contact Center telephones that are used primarily for receiving incoming customer telephone calls and making outgoing customer contacts will be monitored and/or recorded on a random basis. Monitoring and recording will be used primarily to assist in identifying departmental informational and training needs. However, they may also be used on an individual basis as a measure of quality service or as protection from inaccurate claims or allegations.

1. All ACD telephones in the Customer Contact Center shall be used for business telephone calls only. Telephones will be provided in the break room and employee telephone room for personal use.
2. All telephone communications, professional and personal, incoming and outgoing, made on Customer Contact Center ACD telephones shall be subject to monitoring and/or recording 24 hours a day, seven days a week.
3. The customer telephone transactions of each employee who uses an ACD telephone, will be periodically monitored and/or recorded for quality assurance purposes. Recording and assessment shall be performed by the Staff Development Section in coordination with functional area team leaders. Team leaders may monitor calls to assure training improvements have been implemented.
4. The intent of the monitoring program is to evaluate employee-customer interactions and to address training needs. Recordings shall not be used to initiate disciplinary proceedings unless the telephone call contains illegal or unethical content or violates the City of Austin's policies and procedures. Copies of the City of Austin policies are available for review at the Human Resources Office or on the City of Austin's Intranet site.
5. A. Transcripts of recorded conversations may be made and distributed for training purposes. In this event, all employee and customer information will be deleted in order to maintain employee and customer confidentiality.

B. Randomly selected conversations shall be recorded on CD's and may be made available to the employee who is recorded. In this event, all necessary precautions will be taken in order to maintain employee and customer confidentiality.

C. A monthly report shall be delivered to the manager of Customer Care and Accounts Management describing the statistics for the month, training needs, and a list of employees identified for further training.
6. Initial recordings and screen views are stored in digital format, in a secure, electronic system, and are automatically purged as storage capacity is reached. Digital recordings that are present in the electronic system may be subject to the Texas Public Information Act.
7. Transcripts of recorded conversations and recordings that are CDs shall be stored in a secure cabinet and may be subject to the Texas Public Information Act.
8. Transcripts and CDs shall be retained in accordance with the Texas Local Government Records Act. At a minimum, transcripts and CDs will be retained for a period of two years.
9. Upon written request, employees will be provided a password or access code and a scheduled time to listen to his or her recorded telephone calls, if the recordings are still available on the system.

10. The telephone monitoring and recording devices shall be protected from editing or tampering to the extent reasonably possible. Access to their locations shall be limited and controlled by the Staff Development Manager and as directed by the Customer Contact Center Manager.
11. Signs shall be posted in work areas notifying persons, other than consenting Customer Contact Center employees, that all incoming and outgoing calls are subject to being monitored and/or recorded 24 hours a day, seven days a week.
12. All telephone recordings and transcripts remain the property of Austin Energy and the City of Austin. Austin Energy and the City of Austin do not waive any rights regarding the recordings and transcripts. All recordings, transcripts and information may be used for any purpose allowed by law.
13. The right to monitor and record all Customer Contact Center communications is a condition of employment in the Customer Contact Center.

I acknowledge that I have read and understood Austin Energy's Customer Contact Center Telephone Monitoring and Recording Policy and that I consent to the interception, monitoring and recording of all telephone communications, personal or professional, incoming or outgoing, made on the Customer Contact Center telephones.

Employee Name

Date

Print Name

Title

Training Acknowledgements

DRAFT

Acknowledgement of Receipt and Agreement to Follow Policies and Procedures

I acknowledge that I have read the Austin 311 policies and procedures listed below carefully and fully understand what is expected of me in reference to those policies. Further I know that there may be additional policies and procedures that I am responsible for adhering to. By signing below, I verify that I am willing to take responsibility for being aware of all current policies and procedures and for any consequences resulting in violation of them.

New Hire Learning Agreement.....	3
New Hire Scheduling Policy.....	4
Essential Employee Designation.....	5
Attendance.....	5-12
PTO Policy.....	12
Benefits.....	12-13
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Representative's Name (Printed)

Representative's Signature

Date

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1. PROPOSAL FORMAT

Prefacing the proposal, the Proposer should provide an Executive Summary, which gives in brief, concise terms, a summation of the Proposal. The Proposal itself should 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). Please note that while pay rate data will be collected here, it will be evaluated under the section marked Recruiting and Retention Plan.
 - i. All costs for contract personnel shall be included in the hourly rates proposed in Section 0705 (Rate Sheet), along with corresponding mark-up and overtime rates. Mark-up shall include, but is not limited to: All general and Administrative and overhead costs, security clearance, insurance, vacation, sick leave, travel, printing or other materials or costs associated with temporary services. Indicate base used, percentage, and total cost relative to this procurement.
 - a. Other required cost information shall include:
 - (i) Overtime pricing policy
 - (ii) Describe your payment terms including discount options (i.e., volume discounts and prompt payment discounts), if applicable.
 - (iii) Alternative pricing in support of off-site workers, inclusive of required technology.
- 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 solution to provide the requested services. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal.
 - i. Propose solution for collecting data to support the Performance Metric as found in the Scope of Work (Section 0500).
- E. **Program**: Describe your work plan for achieving Contractor Requirements, Performance Measures, and Reporting Requirements as outlined in the Scope of Work (Section 0500). Include such time-related displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, decision points and deliverables related to the Scope of Work and your plan for accomplishment. Specifically indicate:

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i. Account Management

- a. Describe your implementation process. Include a sample Project Plan, preferably Microsoft Project.
- b. Describe your transition plan for assuming (onboarding) and offboarding from existing business.
- c. Prove a description of your Dispute Resolution Plan for Key Accounts (if any).

ii. Recruiting/Screening

- a. Describe your recruiting methodology/approach; including your strategy for attracting and retaining talent and special-skilled personnel (i.e. bilingual) and your success in recruiting personnel with certain skill sets. List any new or innovative recruitment methods that your company is using.
- b. Describe the general qualifications that your recruiters possess.
- c. Describe your pre-employment include:
 - (i) Drug screening process
 - (ii) Criminal background investigation process
 - (iii) Reference Check process
 - (iv) I-9 verification process
- d. Describe the types of skill testing that are administered in order to confirm the candidate has the skills required for a position. Including any specific bilingual (specifically Spanish) fluency.
- e. Describe how applications and evaluations will be forwarded to each Contact Center for review.
- f. What programs do you currently have in place to partner with Austin Energy to prevent co-employment issues?
- g. Describe how your company handles large volume or emergency demands.
- h. Describe incentives or disincentives that are offered when addressing corrective actions with employees.
- i. Describe your orientation process and how customized it is (if necessary) to meet needs of your customer/recruited personnel.
- j. Describe how your company handles employee relationship, specifically describe how your company addresses employee performance issues, and how you monitor and evaluate employee performance.
- k. Describe how your agency handles temporary to permanent status employee conversions.
- l. Please attach a copy of the following:
 - 1) Company's Substance Abuse Policy
 - 2) Company's Violence in the Workplace Policy
 - 3) Company's Sexual Harassment Policy

iii. Payroll Administration

- a. Describe how timesheets are distributed, collected and verified.
- b. Describe how employees are paid, including how often and how paychecks are delivered.

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- iv. **OnSite/Off-Site Solutions** (“On-Site Solutions” specifically defined as staffing support provided on the Customer’s premises; “Off-Site Solutions” is staffing support that would be provided remotely, for example, work at home)
- a. Describe how your company responds to customer needs for on-site company representation services to other customers today.
 - b. Explain details of your On-Site Solutions Program (if applicable). Include a description of the process for providing a fully-trained back-up for the Primary On-Site Representative (if necessary and applicable).
 - c. Describe how your company responds to customer needs with off-site support. Describe technology provided to support an off-site solution.
 - d. Describe your company experience supporting customer needs for a 24x7 on-site environment to other customers today.
- v. **Subcontracting** [Note: Please refer to the No Goals Form and No Goals Utilization Plan (Section 0900) for requirements if subcontracting.]
- a. If subcontractors are used by your agency describe your partnership for ramp-ups, recruiting for specialized skill sets, and hard to fill positions.
 - b. Describe the current processes used to support the selection and engagement of subcontractors for other assignments similar to this effort.
 - c. Describe the evaluation criteria your company uses to review and select sub-contract companies.
- vi. **Quality**
- a. Describe your Quality Improvement Program. (“Quality Improvement Program” specifically defined as steps taken to improve efficiency, Call Center responsiveness and acceptable assistance to the customer).
 - b. Describe your service performance guarantee and how it is measured.
 - c. Describe your Customer Support Model. (“Customer Support Model” defined as a model set up by your organization to build a strategy upon for providing excellent customer service, or delivering services that allows the customer to access them in the most efficient, fair, cost effective and humanly satisfying manner possible).
- vii. **Technology**
- a. If your company is capable of collecting timesheet information electronically, please describe your system.
 - b. Describe your system’s reporting/Dashboard capabilities in support of our performance metrics as described in the Section 0500 Scope of Work. Provide sample reports you intend to utilize to meet the following reporting requirements: Employee Attrition, Attendance and Leave, Performance (to address performance issues), and any other reports that you feel will be helpful in evaluating your proposal.
 - c. Describe the technology that your company uses to manage communication of staffing requests.
- viii. **Contingency plans**
- a. Please provide a copy of your Contingency Plan (“Contingency Plan” is your organization’s plan to ensure continuance of delivery of services under adverse circumstances that would hinder quality delivery of services, whatever they may be) to

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ensure service delivery, administration of the program, or financial management of the program is not compromised.

ix. **Mobilization.**

- a. Proposed mobilization plan, including timeline, for startup of services after Contract award. Plan should address all key tasks from step one to end involved in implementation process and key targets, staffing levels, time required to complete tasks, and marketing and recruitment strategies.

x. **Operational Plan**

- a. Proposed operational plan for on-going service delivery after start of Contract. Plan should address required resources of time, staffing levels and marketing and recruitment strategies.

xi. **License**

- a. Submit statement that Contractor is in good standing with all relevant Federal and State licensing and regulatory agencies (including the Telephone Consumer Protection Act, the Health Insurance Portability and Accountability Act (as applicable) and the Secretary of State for Texas). If Contractor is a partnership/joint venture, this information must be submitted for each partner.

F. **Recruiting and Retention Plan:** The City finds that experienced employees are more efficient, more accountable, clearly communicate when issues arise, and in a better position to deliver outstanding goods and customer service. Superior employee retention programs provide better value to the City for the reasons listed. Contractor shall propose a Call Center Staff retention plan that addresses such areas as compensation, leave, vacation time, award/recognition programs, incentives, training and other benefits. Examples of benefits that support employee retention might include:

- i. Pay rate: Pay rate shall be the Living Wage (Item 8, Section 0400) at a minimum.
- ii. Benefits: Health insurance provided and cost incurred by the employee. Vacation time and sick leave provided.
- iii. Incentives: Proposals for incentives (bonus, longevity incentives). For example:
 - a. Employees who refer others to your company. If not, propose an incentive for doing so, distinguish Contractor-level and employee-level.
 - b. Employees who achieve a minimum level of service (i.e. 6-months, 9- months, one year of employment, etc.) with your company. If not, propose an incentive package for achieving each of the levels suggested.
 - c. Are employees eligible for bonuses? If so, please describe criteria, frequency, and amount (s) if any.
 - d. Describe what incentives are available to promote/reward success performance.
 - e. Describe what programs are available to promote/reward retention in a customer service driven call center environment.

Please distinguish if incentives are at a Contractor level or employee level.

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- iv. Training: Training and educational opportunities provided to employees. For example:
- a. Descriptions of the training opportunities available to your temporary and permanent employees, and how additional training opportunities are funded (if applicable).
 - b. Describe your standard internal training roll-out model for new contracts.
 - c. Provide a comprehensive list of skill assessments and testing that will be provided to interviewees.
- G. **Demonstrated Applicable Experience** *Describe only corporate experience within the past ten (10) years related to providing the services specified in this solicitation. Provide three (3) customer references for accounts that can verify their experience working with your agency and substantiate your success in delivering and administering the services required. Reference list should include at least one former account and should include: company name, physical location of company, current telephone and current e-mail address of the principal person for whom prior projects were accomplished. Supply the Project title, year, brief, description of the scope of the contract, description of service provided, and length of contract. Identify key persons by name and title. Include any sub-consultant personnel. Include names, qualifications and resumes of all professional personnel who will be assigned to this contract. State the primary work assigned to each person and the percentage of time each person will devote to this work. Provide the name, contact information, and location for the assigned Account Manager. Please include a resume or summary of experience.*
- H. **Financial Viability:**
- Provide Proposer's audited corporate financial statement for the past two years. The City will evaluate these statements for financial viability as a pass/fail determination. Only those who pass will be considered for award.
- I. **Project Management Structure:** Provide a general explanation and chart which specifies project leadership and reporting responsibilities. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor. Also provide:
- i. Description of organization resources including equipment, tools, facilities, and staffing necessary to deliver quality services.
 - ii. A single point of contact for billing, recruitment, screening, follow-up and problem resolution. Provide the following: Name, title, location where housed, resume that shows a brief summary of experience, and contact information (telephone and e-mail address).
 - iii. A dedicated Account Manager to support and lead the overall relationship under this Contract. Provide name, title, location where housed, resume that shows a brief summary of experience, and contact information (telephone and e-mail address).
- J. **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

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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.

- K. **Proposal Bond:** Include the Proposal Bond required per the Supplemental Purchase Provisions (Section 0400, part 3).

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 eighty (180) 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.

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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. Solution (Section 1D) and Program (Section 1E)– **15 points**
 - b. Project Management Structure (Section 1I). – **10 points**
 - c. Recruiting and Retention Plan (Section 1F) - **35 points**.
 - d. Demonstrated Applicable Experience (Section 1G)– **10 points**
 - e. Total Evaluated Price (Section 1C) –**20 points**.
 - f. 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