



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

SOLICITATION NO: JXH0508

COMMODITY/SERVICE DESCRIPTION: Cloud-Based/SaaS Client Satisfaction Survey System

DATE ISSUED: August 31 2015

REQUISITION NO.: RQM 5600 15070600417

PRE-PROPOSAL CONFERENCE TIME AND DATE: 1:00pm CST, September 10,2015, for those not able to attend a Conference bridge line has been set up: 512-974-9300, enter 108523#

COMMODITY CODE: 20811,91812

LOCATION: Austin Convention Center; 500 East Cesar Chavez; Austin, Texas 78701
 Enter at the Administration Offices – see attached map (Attachment 1) for reference. Upon entry, notify receptionist that you are attending the Pre-Proposal meeting for the Client Survey RFP. You will be escorted to the meeting room.

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

PROPOSAL DUE PRIOR TO: September 25,2015

Jonathan Harris

PROPOSAL CLOSING TIME AND DATE: 3:00pm CST

Senor Buyer Specialist

COMPLIANCE PLAN DUE PRIOR TO: 3:00pm CST

Phone: (512) 974-1771

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

E-Mail: Jonathan.Harris@austintexas.gov

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 # JXH0508	Purchasing Office-Response Enclosed for Solicitation # JXH0508
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, 3 COPIES, AND 1 ELECTRONIC COPY OF YOUR RESPONSE

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

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

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	13
0500	SCOPE OF WORK	6
APPENDIX A	TECHNICAL REFERENCE MODEL	10
APPENDIX B	USE CASE AND FUNCTIONAL SPECIFICATIONS	10
ATTACHMENT 1	MAP OF CONVENTION CENTER FOR PRE-PROPOSAL CONFERENCE PARKING	1
EXHIBIT A	CURRENT SURVEY	4
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	7
0601	COST PROPOSAL	2
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return with proposal	2
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 – Must be completed and returned	28

*** 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**

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The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office no later than September 14, 2015 by 5pm CST either via fax at (512) 974-2388 or email at jonathan.harris@austintexas.gov.

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

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

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

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

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

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.

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- (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
 - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

3. **TERM OF CONTRACT:**

- A. The Contract shall be in effect for an initial term of 12 months and may be extended thereafter for up to 5 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 120 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, price changes are subject to the Economic Price Adjustment provisions of this Contract.

4. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

5. **LOCATIONS:**

Location:

Austin Convention Center

500 East Cesar Chavez

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Austin, Texas 78704

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

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

Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Convention Center
Attn:	Accounts Payable
Address	500 East Cesar Chavez
City, State Zip Code	Austin, Texas 78704

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

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

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

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to

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

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

9. **NON-SOLICITATION:**

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

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

- A. Access to the Austin Convention Center Department building by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City. Security badges will be issued by the Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to the Austin Convention Center building at least thirty (30) days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's submittal.
- B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) days of the receipt of notification of denial.
- C. Contractor personnel will be required to check in at the security desk when entering or leaving the Austin Convention Center building and security badges must be on display at all times when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.
- D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.

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- E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

11. ECONOMIC PRICE ADJUSTMENT:

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12 months 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 10 percent (10%) 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(es) 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:** Complete table as they may apply.

Weight % or \$ of Base Price: 100%	
Database Name: Producer Price Index	
Series ID: WPU34	
X <input type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: USA	

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Description of Series ID: Software
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: Software Support and Maintenance

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. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).

A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.

B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

13. **SOFTWARE TERMS:**

A. In the event of termination of the contract, the service provider shall implement an orderly return of City data in a CSV or another mutually agreeable format at a time agreed to by the parties and the subsequent secure disposal of City data.

B. During any period of service suspension, the service provider shall not take any action to intentionally erase any City data.

C. In the event of termination of any services or agreement in its entirety, the service provider shall not take any action to intentionally erase any City data for a period of:

.10 days after the effective date of termination, if the termination is in accordance with the contract period

.30 days after the effective date of termination, if the termination is for convenience

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.60 days after the effective date of termination, if the termination is for cause. After such period, the service provider shall have no obligation to maintain or provide any City data and shall thereafter, unless legally prohibited, delete all City data in its systems or otherwise in its possession or under its control.

D.The City shall be entitled to any post-termination assistance generally made available with respect to the services unless a unique data retrieval arrangement has been established as part of the SLA.

E The service provider shall securely dispose of all requested data in all of its forms, such as disk, CD/DVD, backup tape and paper, when requested by the City. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the City.

F Data Location: The service provider shall provide its services to the City and its end users solely from data centers in the U.S. Storage of City data at rest shall be located solely in data centers in the U.S. The service provider shall not allow its personnel or contractors to store City data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The service provider shall permit its personnel and contractors to access City data remotely only as required to provide technical support. The service provider may provide technical user support only on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited in this contract.

G Import and Export of Data: The City shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the service provider. This includes the ability for the City to import or export data to/from other service providers.

H. Data Ownership: The City will own all right, title and interest in its data that is related to the services provided by this contract. The service provider shall not access City user accounts or City data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this contract, or (4) at the City's written request.

I. Data Protection: Protection of personal privacy and data shall be an integral part of the business activities of the service provider to ensure there is no inappropriate or unauthorized use of City information at any time. To this end, the service provider shall safeguard the confidentiality, integrity and availability of City information and comply with the following conditions:

1 The service provider shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of personal data and non-public data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the service provider applies to its own personal data and non-public data of similar kind.

2. All data obtained by the service provider in the performance of this contract shall become and remain property of the City.

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3. All personal data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the service provider is responsible for encryption of the personal data. Any stipulation of responsibilities will identify specific roles and responsibilities and shall be included in the service level agreement (SLA), or otherwise made a part of this contract.

4. Unless otherwise stipulated, the service provider shall encrypt all non-public data at rest and in transit. The City shall identify data it deems as non-public data to the service provider. The level of protection and encryption for all non-public data shall be identified and made a part of this contract.

5. At no time shall any data or processes – that either belong to or are intended for the use of a City or its officers, agents or employees – be copied, disclosed or retained by the service provider or any party related to the service provider for subsequent use in any transaction that does not include the City.

6. The service provider shall not use any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service.

J. Compliance with Accessibility Standards: The service provider shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973.

K. Security: The service provider shall disclose its non-proprietary security processes and technical limitations to the City such that adequate protection and flexibility can be attained between the City and the service provider. For example: virus checking and port sniffing – the City and the service provider shall understand each other's roles and responsibilities.

L. Security in Compliance with Chapter 521 of the Texas Business and Commerce Code: Service provider shall comply with all requirements under Chapter 521 of the Texas Business and Commerce Code, including but not limited to being responsible for a program that protects against the unlawful use or disclosure of personal information collected or maintained in the regular course of business. The program shall include policies and procedures for the implementation of administrative, technical, and physical safeguards, and shall also address appropriate corrective action for events of any security breach and proper methods of destroying records containing sensitive personal information.

M. Security Incident or Data Breach Notification: The service provider shall inform the City of any security incident or data breach.

N. Incident Response: The service provider may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the contract. Discussing security incidents with the City should be handled on an urgent as-needed basis, as part of service provider communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.

O. Security Incident Reporting Requirements: The service provider shall report a security incident to the appropriate City identified contact immediately as defined in the SLA.

P. Breach Reporting Requirements: If the service provider has actual knowledge of a confirmed data breach that affects the security of any City content that is subject to applicable data breach notification law, the service provider shall (1) promptly notify the appropriate City identified contact within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.

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Q. Breach Responsibilities: This section only applies when a data breach occurs with respect to personal R

R. The service provider, unless stipulated otherwise, shall immediately notify the appropriate City identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.

S. The service provider, unless stipulated otherwise, shall promptly notify the appropriate City identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a data breach. The service provider shall (1) cooperate with the City as reasonably requested by the City to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive action taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

T. Unless otherwise stipulated, if a data breach is direct result of the service provider's breach of its contract obligation to encrypt personal data or otherwise prevent its release, the service provider shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by state law; (3) a credit monitoring service required by state (or federal) law; (4) establishing a website or a toll-free number and call center for affected individuals required by state law – all not to exceed the average per record per person cost calculated for data breaches in the United States (currently \$201 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach; and (5) complete all corrective actions as reasonably determined by service provider based on root cause; all [(1) through (5)] subject to this contract's limitation of liability.

U. Responsibilities and Uptime Guarantee: The service provider shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing, and maintaining the environments are the responsibilities of the service provider. The system shall be available 24/7/365 (with agreed-upon maintenance downtime), and provide service to customers as defined in the SLA.

V. **Web Services:** The service provider shall use Web services exclusively to interface with the City's data in near real time when possible.

W. **Encryption of Data at Rest:** The service provider shall ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all personal data, unless the City approves the storage of personal data on a service provider portable device in order to accomplish work as defined in the statement of work.

X. **Ownership:**

1. **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.
2. **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

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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.

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

Debbie Gossett, 512-404-4034

500 East Cesar Chavez

Austin, Texas 78701

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

Section 0500 Statement of Work

1.0 PURPOSE

The City of Austin hereinafter referred to as the “City” or “ACCD”, seeks proposals in response to this Request for Proposal (RFP) from qualified Offerrors for the purchase of a cloud-based/SaaS Client Satisfaction Survey System with associated services for measuring ACCD’s client satisfaction. The firm awarded this Contract (“Contractor”) shall be responsible for providing software license, survey design, methodology, implementation, administration, data collection and analysis, survey-results reporting, and other services as they relate to the survey services to be performed under this Contract. The Contractor shall have a robust, electronic (paper-less) solution which will support and integrate with record retention guidelines, security management systems and portals, content management systems, and other 3rd-party websites and systems. The solution should also operate as a stand-alone tool, independent of one or all system integrations.

ACCD uses the collected survey data to measure client satisfaction; evaluate the performance of programs and services; measure progress over time as a means to evaluate continuous improvements efforts; evaluate the facilities and amenities; and identify opportunity for improvements to facilities and the services offered by ACCD.

The Contract shall be in effect for an initial term of 12 months, beginning upon Contract execution for the actual purchase and implementation of the system through final acceptance by the City of Austin. After this initial term, the Contract may then be extended thereafter for up to five additional twelve-month periods for maintenance and support, subject to approval of the Contractor and the City Purchasing officer or designee.

2.0 BACKGROUND

The Austin Convention Center Department (ACCD) is an enterprise Department within the City of Austin that provides significant impact to the local economy and is responsible for managing the daily operations of the Austin Convention Center (ACC), Palmer Events Center (PEC), and three Parking Garages.

The Mission of the Austin Convention Center Department is to provide its patrons with the best convention, conference, trade show or special event experience possible, ensuring the return of our clients and visitors to the City of Austin and the Austin Convention Center and its related facilities.

ACC is one of the most technologically advanced convention centers in the country. Stretching over six city blocks, comprised of 881,400 gross square feet, the ACC offers 246,097 square feet of column free exhibit space divisible into five contiguous halls. The Grand Ballroom is one of the largest in Texas, with 43,300 square feet and enough space for over 3,000 guests and Clients. The ACC has 54 meeting rooms and show offices that offer 61,440 square feet located on all four levels. The Austin Convention Center (ACC) is a Gold LEED certified building and has a goal of maintaining this certification. ACC continues to identify opportunity to reduce its carbon emissions through various means such as; the purchase of lower-emission equipment and vehicles, use of sustainable products, use of products made of recycled content, and reducing the use of paper.

PEC is located in a park setting and adjacent to the Long Center for the Performing Arts, which provides a home and venue for performing arts organizations. The PEC is 130,000 square feet, with a 70,000 square foot exhibit area capable of subdividing into two smaller exhibit areas that can be used simultaneously. In addition, there are a series of meeting rooms of approximately 7,000 total square feet used by smaller groups. The PEC is a smaller events type of facility that caters to local public events, smaller conventions, trade shows, and a large number of community or civic events. These include arts and crafts shows, antique and memorabilia shows, local trade and technical programs, civic luncheons, local fundraising events, and sporting events. Attendance at these events typically ranges from 500 to 5,000.

The ACCD averaged, over the past five years, approximately 285 events per year with attendance per event between 1,000 and 25,000 guests over consecutive days.

Attendance may vary depending upon the type of event, the promotion of the event, competing local activities, etc.

Table 1: Event by Fiscal Year for Austin Convention Center

Event Type	2010	2011	2012	2013	2014	2015*
Conventions	36	36	39	34	37	40
Consumer Shows	13	11	19	18	19	13
Conference/Meetings	40	53	45	47	49	38
Food & Beverage	12	13	11	14	9	6
Trade Shows	6	9	8	6	5	2
Others	35	37	34	26	31	23
Total	142	159	156	145	149	122*

*2015 numbers have not been finalized

Table 2: Event by Fiscal Year for Palmer Events Center

Event Type	2010	2011	2012	2013	2014	2015*
Conventions	1	1	2	3	4	4
Consumer Shows	47	48	43	53	52	38
Conference/Meetings	24	39	51	48	41	35
Food & Beverage	15	13	16	18	18	17
Trade Shows	4	4	3	14	8	4
Others	20	24	24	30	44	44
Total	111	129	138	166	166	139*

*2015 numbers have not been finalized

Table 3: Attendance by Booking Type for Austin Convention Center

Event Type	2010	2011	2012	2013	2014	2015*
Conventions	133,135	209,680	173,623	176,100	217,850	238,123
Consumer Shows	137,000	99,500	168,700	194,300	157,000	156,500
Conference/Meetings	14,393	33,837	44,218	36,170	47,738	36,594
Food & Beverage	9,730	6,050	6,159	6,179	4,631	3,500
Trade Shows	13,600	23,875	26,275	13,575	5,075	1,700
Others	20,785	37,106	39,116	26,140	31,048	45,389
Total	328,643	410,048	458,091	452,464	463,342	481,806*

*2015 numbers have not been finalized

Table 4: Attendance by Booking Type for Palmer Events Center

Event Type	FY 2010	FY 2011	2012	2013	2014	2015*
Conventions	20,000	20,000	10,700	12,200	9,330	7,200
Consumer Shows	175,715	218,940	207,555	255,035	317,935	266,685
Conference/Meetings	26,333	19,725	19,161	19,338	27,662	13,405
Food & Beverage	26,910	23,260	24,230	24,010	24,275	26,960
Trade Shows	6,120	5,000	4,500	11,650	13,000	7,800
Others	49,810	55,955	52,635	44,845	7,304	71,380
Total	304,888	342,880	318,781	367,078	465,223	396,767*

*2015 numbers have not been finalized

3.0 CURRENT BUSINESS PROCESS AND ENVIRONMENT

The following is a description of the current process utilized in the delivery of surveys to clients who have booked events at the Austin Convention Center Department (ACCD). Currently, the client's contact information is entered into the facility's booking software system. This contact information is utilized by the survey provider to develop a distribution list for all clients' point of contacts. Each point of contact is sent an email notification by the survey provider 14 days following the end of the event/show, inviting them to participate in a survey. The email notification contains a message from ACCD with an imbedded link to a web interface and a user name and encrypted password to access the survey.

A second email is sent approximately 14 days from the original email to those points of contacts that have not taken and/or completed the survey. This second email along with the link to the web interface is sent to the client by the vendor as a reminder that the survey has not been completed. One barrier for the respondent during this process is that the 2nd notification does not contain the original user name and encrypted password. This requires the point of contact to locate the initial email sent from the vendor to obtain the user name and password. As a result, the reminder email is often ignored and the survey is not taken. Twice annually, ACCD attempts to capture respondent's information by sending out additional reminder emails to points of contacts who have not taken the survey. Those subsequent emails contain a link to a web interface with a new encrypted password and user name creating additional barriers in the process resulting in the reminder emails often being ignored and the survey not taken.

ACCD currently measures the following areas of its operations: Sales, Event Planning, Food & Beverage Services, Security Services, Parking Services, Utility and IT Services, General Facility, Industry Comparison. During the term of the Contract, ACCD reserves the right to add, remove, modify, or expand the areas to be surveyed. Reference Exhibit A for a copy of the survey that is currently being used by ACCD.

4.0 BUSINESS GOALS

ACCD's goal is to establish a contract with a vendor who will provide a robust and enhanced client survey solution with flexible reporting capabilities which will support the evaluation of client service initiatives undertaken by the ACCD and its catering and concession services contractor.

5.0 PROPOSER ELIGIBILITY

Proposer shall have a minimum of three (3) years' experience in providing Customer Satisfaction Surveys preferably with the majority of experience in the events management industry.

6.0 CONTRACTOR'S RESPONSIBILITIES

6.1 General Requirements:

6.1.1 The selected Contractor shall be responsible for all set-up and testing of the solution to meet the needs of the functional and technical requirements as described in this RFP. The Contractor shall provide all services identified in the Scope of Work including, but not limited to: survey methodology, design and implementation, the capture of survey results in a database, analysis of survey results, preparation of detailed and summary reports based upon survey results and analysis, and training of ACCD staff (if applicable).

6.1.2 The selected Contractor shall work with ACCD to develop a customized survey that measures the satisfaction of ACCD's clients.

6.1.2.1 The selected Contractor shall employ a User Experience Consultant who, using best-practices and industry standards, will assist ACCD in the development and structure of the survey and survey questions to improve user interface with the software/web portal.. The Consultant may be employed by the Contractor or serve as a Subcontractor.

- 6.1.3 The selected Contractor shall be responsible for electronically issuing surveys to clients who have booked events at ACCD.
- 6.1.4 The selected Contractor shall review existing use case models and identify suggested improvements or process changes based on industry standards.
- 6.1.5 Assist ACCD in determining standardized reporting needs and lead the development/configuration of the reports necessary to support the business functions as determined by ACCD.
- 6.1.6 If applicable, install any software necessary to support design, configuration, and testing. Contractor's personnel responsible for installing the software must have the appropriate certifications.
- 6.1.7 The selected Contractor will:
 - 6.1.7.1 work with ACCD to develop, design, and format the survey that provides feedback on ACCD's operations,
 - 6.1.7.2 plan, lead, and staff data mapping and application efforts associated with integrating with existing ACCD systems,
 - 6.1.7.3 capture results of the survey in a database,
 - 6.1.7.4 provide customizable reports based upon survey results and analysis,
 - 6.1.7.5 provide a web-based portal for management and reporting,
 - 6.1.7.6 provide training and technical support, and
 - 6.1.7.7 any other related services not specified.
- 6.1.8 A high level of professionalism and customer service is a priority for ACCD. The Contractor shall provide services in a professional, business-like, and efficient manner, providing the highest level of assistance, service and courtesy to ACCD Clients. Complaints must be responded to and resolved immediately, and ACCD Contract Manager must be informed in writing of all client issues and resolutions.
 - 6.1.8.1 The selected Contractor's personnel assigned to ACCD shall have experience which clearly demonstrates their ability to provide services as prescribed by the written Contract.
 - 6.1.8.2 The selected Contractor shall provide a Single Point of Contact (SPOC) who is available 24hour/7 days a week, regardless of holidays and weekends. The SPOC will have the authority to act on the Contractor's behalf and will have a minimum of three (3) concurrent years prior, experience in all aspects of survey design, administration, data collection and analysis, reporting, training etc. Preferably, the SPOC's experience will be related to the events management industry.
- 6.1.9 The selected Contractor shall furnish all labor, equipment, supervision, insurance and incidentals necessary to provide the services of this Contract.
- 6.1.10 The selected Contractor shall ensure that the survey results are based upon reliable data and are statistically relevant in order to ensure that survey results are objective, fair, and defensible (if challenged).
- 6.1.11 The selected Contractor agrees that the City shall have access and the right to audit, examine, or reproduce, any and all records of the Contractor related to this Contract.
- 6.1.12 Upon award and execution of an agreement resulting from this solicitation, the Contractor shall make every effort to work to ensure there is no interruption of services. Transition to the Contractor's system shall be as seamless as possible to ACCD's clients.

6.1.13 The selected Contractor shall provide to the ACCD Maintenance and Support services. Maintenance downtime shall be pre-arranged/scheduled with ACCD.

6.2 Survey, Database, and Reporting Requirements:

6.2.1 All aspects of the survey, survey results, and reports prepared by the Contractor shall become the property of ACCD and may not be used by the Contractor for any purpose without the express written permission of ACCD.

6.2.2 The database of survey results obtained during the term of the Contract must be provided to ACCD as requested during the contract period and transferred to ACCD, or the Contractor's successor, in totality upon the completion of the resulting Contract. Transference of the database shall be seamless and in a useable format.

6.2.3 The selected Contractor will provide a secured web-based portal which can be accessed by ACCD.

6.2.3.1 Software and the web-portal interface must be compatible with MS Office products, including the ability to export to and import data from multiple formats.

6.2.4 Data and reports must be in a format that is transferrable to ACCD.

6.2.5 The selected Contractor shall be responsible for the maintenance and technical support of its survey database and web portal.

6.2.6 The selected Contractor shall be responsible for electronically issuing surveys to ACCD clients and shall track and maintain the data received from completed surveys.

6.2.7 The selected Contractor shall coordinate and work with ACCD staff to develop a variety of reports to meet the survey objectives.

6.2.8 The format of the required reports will be developed and agreed to as part of the development process. The reports must include appropriate tables of data obtained from survey responses, graphical representations of data, and textual summaries of data as appropriate.

6.2.9 It is anticipated ACCD will desire reports by event, weekly, quarterly with year-to-date summaries, and annually.

6.3 The selected Contractor understands and agrees that the scheduling of events at the ACCD take precedence over any other schedule(s) agreed to by ACCD and the Contractor. The Contractor shall not hold ACCD liable, financially or otherwise, if alterations in the ACCD schedule require changes in the installation/implementation schedule.

7.0 CITY'S OBLIGATIONS

7.1 ACCD's personnel will be responsible for connecting the Contractor to appropriate resources within ACCD in order to implement the solution. ACCD will provide:

7.2 Project prioritization and scheduling with the Contractor's project manager.

7.3 Access to office sites during normal business hours, based on approved Criminal Background Investigation and formal badging process.

7.4 Related documentation and/or access to appropriate technical resources.

7.5 Issue identification, prioritization, and communication to Contractor's support staff.

7.6 Scheduling and coordinating of regular project team meetings and work sessions as needed.

7.7 Work space for Contractor's project management or technical resource staff, if needed.

- 7.8 Facilities for all meetings, work sessions, and training classes, including any necessary audio-visual equipment.
- 7.9 Conduct acceptance testing with assistance, if necessary, by Contractor.
- 7.10 Review and approval of milestones, deliverables, status reports and invoices.

8.0 TRANSITION/CONTRACT CLOSE-OUT

The selected Contractor agrees that the services provided by any resulting Contract are vital to ACCD's overall operations; that continuity thereof must be maintained at a consistently high level without interruption; that upon expiration of any resulting Contract a successor may continue these services; the successor shall need phase-in training; and that Contractor shall cooperate in order to effect an orderly and efficient transition. Accordingly, the Contractor shall provide transition/contract-close out services for up to 30 days prior to Contract expiration to its successor at no extra charge to ACCD.

Communications and Technology Management Technical Reference Model and Standards

Appendix A

TECHNICAL REFERENCE MODEL		
Area	Category	Standard
Application Technology		
<i>9.1 Development Tools</i>	Analysis, Design and Modeling	UML*
	Requirements Management	RSA (Rational Software Architect)*
	Software Change and Configuration Management Tools	GITHUB*
	Web Authoring Tools	Drupal (outward)*
<i>9.2 Software Engines</i>	Search Engines	Solr*
	Geographic Information System (GIS) Engines	ESRI* Current minus 2 versions (10.1-10.3) ArcGIS for Desktop* Current minus 2 versions (10.1-10.3) ArcGIS for Server* Current minus 2 versions (10.1-10.3) ArcGIS Online* Current minus 2 versions (10.1-10.3) Smallworld Electronic Office (AE only) ArcSDE* Current minus 2 versions (10.1-10.3) FME* Current minus 2 versions (10.1-10.3)
	Business Rules Engines	BPM* BPMN*
	Business Process Management Engines	Websplere*
<i>9.3 Application and Web Server Software</i>	Application Server Software	ArcGIS Server* (includes server extensions) Current minus 2 versions (10.1-10.3) FME* Server Current minus 2 versions (10.1-10.3)
	Web Server Software	Apache* current minus 2 versions Internet Information Services (IIS)* (Current minus 1 version)

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		IBM WebSphere*
<i>9.4 Integration Software</i>	Enterprise Service Bus (ESB)	IBM Integration Bus*
	Service Registry	
	SOA Governance	
	Messaging Oriented Middleware (MOM)	
	Device Integration	
<i>9.5 Application Testing Software</i>	Debugging Test Tools	Visual Studio* PL/SQL Developer* Fiddler* Firebug (Firefox plugin)* IE Developer Tools*
	Function Testing Tools	PL/SQL Developer*
	Load and Performance Testing Tools	PL/SQL Developer* Visual Studio* JMeter*
	System Testing Tools	Visual Studio* PL/SQL Developer*
	Unit Testing Tools	Visual Studio* PL/SQL Developer*
Information Management Technologies		
<i>9.6 Business Intelligence & Data</i> <i>9.7 Warehouse Platforms</i>	Business Intelligence Platforms	MicroStrategy*
	Web Reporting Tools	Google Analytics* DBNetGrid* CADReports* Microcall*
	Dashboard/Scorecard Tools	MicroStrategy*

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	Data Mining Tools	Oracle Discoverer* PL/SQL Developer*
	Data Warehouses	Oracle* SQL Server*
	Geospatial Tools	ArcGIS Desktop* Current minus 2 versions (10.1-10.3)
	Data Analytics (Statistical Analytics, Prediction, and Modeling)	ERWin Visio*
	Unstructured Data/ Natural Language Processing	EDIMS* OS File* CIFS*
<i>9.8 Data Management</i>	Database Connectivity	PL/SQL Developer* Oracle SQL Developer* Oracle SQL *Net
	Object Oriented DBMS	Oracle*
	Relational DBMS	Oracle* SQL Server*
	Columnar DBMS	Oracle* SQL Server*
	Database Related Management Tools	IDERA* PL/SQL Developer*
<i>9.9 Data Integration</i>	Database Replication and Clustering	PL/SQL Developer* FME* Oracle Real Applications Cluster (RAC)* SQL Server Cluster*
	Data at Rest	EMC * NetApp Storage* Tintri* Nimble* Pure*
	Data Synchronization	GeoWorx Sync* DFS*

Communications and Technology Management Technical Reference Model and Standards

	Extract, Transform, Load (ETL)	FME Server* FME Desktop* Informatica*
	Data in Motion (Common Message Terminology and Semantics)	SQL *Net TCP/IP* BigIP*
Collaboration and Electronic Workplace		
<i>9.10 Collaboration Software</i>	Content Management	Sharepoint* GITHub* Drupal CMS*
	Electronic Messaging	Microsoft Exchange*
	Unified Messaging	Lync/Skype*
	E-Mail and Calendaring	Microsoft Outlook*
	Real Time and Team Collaboration	Sharepoint* GOTOMYPC* Cisco VPN NetMotion* Citrix * Adobe Connect* Vidyo* Cleo*
	Shared Whiteboard	SmartBoard* BMC Service Desk Express*
	Process and Schedule Synchronization	Tivoli* Airwatch*
	Computer Based Training (CBT)	Adobe Connect*
<i>9.11 Productivity Software</i>	Accounting and Finance	AIMS*
	Desktop Publishing	Microsoft Publisher*
	File Manager and Viewer	EDIMS (Opentext)* Adobe Acrobat*
	Enterprise Faxing	Captaris Rightfax*
	Graphics Design Software	

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	Health Care	ePCR*
	Multimedia Software	Adobe Createsuites*
	Standard Office Suite	Microsoft Office 2013*
	Miscellaneous Productivity Tools and Utilities	Windows Snipping Tool*
	Web Browsers	Internet Explorer * Current minus 1 (IE 11 and 10) Firefox * Current minus 1 Chrome* Current minus 1
	Case Management	AMANDA* BMC Magic Service Desk Express* FDM* Versadex* LIMS*
	Surveys	Survey Monkey* Survey Builder Sharepoint*
Systems Management		
<i>9.12 Systems Management Tools</i>	Alert management	Orion Solarwinds* Puppet* Microsoft SCCM* Idera* Trend IWSVA* Netbotz ISX Environmental Monitoring* Avaya ASA* Avaya Session Manager* ADV NMS*
	Application Management	Tivoli*
	Data Center Automation Software	Appsense* Idera* Microsoft SCCM* EMC Networker*

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		APC Structureware* Active Directory*
	Disaster Recovery	NetApp VSC*
	Monitoring	Orion Solarwinds*
	System Change and Configuration Management	Puppet* Microsoft SCCM*
<i>9.13 Network Infrastructure</i>	Switching and Routing	CISCO* Brocade* ADVA*
	Load Balancing and Failover	F5 Big IP*
	Network Name and Address	Windows DHCP* Windows DNS* IP* IPv6 (not used yet) IPsec* WINS* BIND DNS*
Network and Telecommunications		
<i>9.14 Transport</i>	Local /Campus Area Network (LAN/CAN)	Cisco* Brocade*
	Wide Area Network (WAN)	Cisco * ADVA*
	Telecommunications	City owned Fiber* AT&T Connections* Avaya equipment* Nortel equipment* TimeWarner Cable*
	Cabling	BICSI *
<i>9.15 Wireless and Mobile Networks</i>	Cellular Networks	AT&T (Public Safety)* Verizon (Public Safety)* AT&T (AVL- Public Safety)* Verizon (AVL)*

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		Sprint (AVL)*
	Secure WiFi	Cisco WAP*
	Public WiFi	Cisco WAP* Meraki WAP*
	Radio	P25* Motorola*
	Satellite	
	Pagers	USA Mobility*
	Aircards	Sprint* Verizon* AT&T*
<i>9.16 End User Computer Devices</i>	Personal Computers (PCs)	Dell workstations/laptops
	Mobile Hardware	Ipad* current minus 1 Iphone* current minus 1 Android* current minus 1
	Hardened laptops	Panasonic* Dell*
Platforms and Storage		
<i>9.17 Operating Systems</i>	OS - Desktop/Laptop	Win 7* current minus 1 Win 8* current minus 1
	OS – Mainframe	AIX current minus 2
	OS – Mobile Device	Android* current minus 1 IOS* current minus 1
	OS – Server	Windows Server* current minus 1 AIX – current minus 2 Redhat* current minus 1
	OS – Cluster and Availability	VMWare* current minus 1 HAEMP*
	Application and OS Deployment	Puppet* SCCM* WDS*

Communications and Technology Management Technical Reference Model and Standards

	OS Tools	Hyena
<i>9.18 Cloud Services / Virtualization</i>	Cloud Technologies	ArcGIS* Online current minus 2
	Virtualization Software	VMWare* Citrix Xen Server* VirtualBox*
<i>9.19 Storage</i>	Long Term Back-up	EMC Networker* NetApp* Avamar*
	Operational Recovery	EMC Networker* NetApp* Avamar*
	Production	EMC Networker* NetApp* Avamar*
<i>9.20 System Management Tools</i>	Network Performance Optimization	Microsoft SCCM* Trend Antivirus* Puppet* GitHub* PKI* GPO* IBM HMC* Trend IWSVA*
	Logging	Splunk*
	Patch Management	WSUS + SCCM*
Authentication		
<i>9.21</i>	Enterprise Authentication	Multiple Active Directory Forests
	Federated Authentication	Microsoft AD-FS
	Two Factor Authentication	Token based

Communications and Technology Management Technical Reference Model and Standards

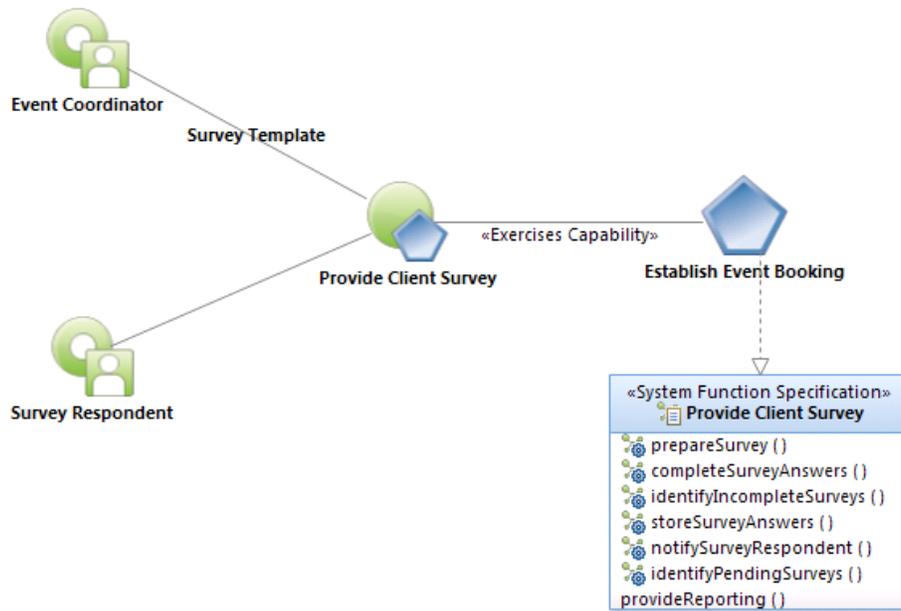
Security		
9.22	Firewall	Next Generation Firewall with DMZ
	IPS	Next Generation Firewall
	Antivirus/Malware protection	Trend Forefront end point security
	SIEM	Enterprise class SIEM
Email		
9.23	mobile	Active Synch
	enterprise	Exchange current only Outlook – current minus 1
Infrastructure		
9.24	Storage	(see storage above) Virtualized storage and cloud storage for archiving
	Virtualized servers	(See virtualization above) VM server in cluster mode with SRM
	Virtualized Desktops	VM horizon with Pure storage Citrix VDI with Tintri storage
	App Streaming	Veam
	IaaS management	Veam VMware Splunk – on prem and cloud Solarwinds
Remote Access		
9.25	Client based	Gotomypc Netmotion
	Site to Site tunnels	Persistence based VPN solution Next Generation Firewall

Communications and Technology Management Technical Reference Model and Standards

Provide Client Survey Function Specifications

The following Unified Modeling Language (UML) 2.0 use case model represents the system function requirements (specifications) for the Provide Client Survey capability required by the City of Austin. We identified functional requirements using a functional specification number (ex., FS0xx) on the Table of Interface Descriptions for the case model presented. We also provided operational specifications (role responsibilities) for completeness and contextual understanding. The sequence diagram provides any necessary contextual (process) business rules such as opt [optional depending on the guard condition], loop [looping activity depending on guard condition], ref [references another use case model, and alt [describing alternate flows depending on guard condition].

We attempted to be thorough and complete in the Table of Interface Descriptions. However, for some 'intuitively obvious' operational specifications, we left them off the table. Therefore, the sequence diagram provides the best operational process depiction.



Provide Client Survey Use Case Model

Scope: The Event Coordinator uses the system to prepare the Survey for an Event. Using a SurveyTemplate, the Event Coordinator generates the new Survey, includes EventInformation, a SurveyCloseDate and indicates the approved SurveyContactList is ready for import. At an interval predefined during system configuration, the system imports the approved SurveyContactList and the Survey is made ready. On the specified SurveyIssuanceDate, the system sends a notification to each SurveyRespondent on the SurveyContactList, using the designated NotificationMethod (Email, Text, Both). The SurveyNotification greets the SurveyRespondent by their Name and invites them to participate in the Survey for a specified Event and states the SurveyCloseDate. The SurveyRespondent selects a Uniform Resource Locator (URL) contained within the SurveyNotification and is asked whether they grant permission for their responses to be published for marketing purposes. The Survey then asks which services the SurveyRespondent utilized during the Event. Based upon these selections, the Survey expands or contracts to only show relevant questions to the SurveyRespondent and the estimated minutes to complete the Survey are adjusted. The Survey is wizard-driven and as the SurveyRespondent moves from one screen to another the system stores their SurveyAnswers. If the SurveyRespondent leaves the Survey prior to completing it, they are presented with an option to set a number of SurveyReminderDays in which to be reminded to complete the survey. At specified intervals, the system runs a scheduled task upon itself to search for IncompleteSurveys. For every IncompleteSurvey, the system sends a

SurveyNotification to the SurveyRespondent. The SurveyNotification includes a message, greeting the SurveyRespondent by their Name and reminding them to complete the Survey for a specific Event, states the SurveyCloseDate and contains a Uniform Resource Locator (URL) unique to the SurveyRespondent. When the SurveyRespondent has answered all of the SurveyQuestions to their level of satisfaction, the SurveyRespondent clicks a button to complete the Survey and submit all SurveyAnswers to the system. The system presents a message to the SurveyRespondent, stating the Survey has been completed and thanks them for their feedback.

Provide Client Survey - Sequence Diagram

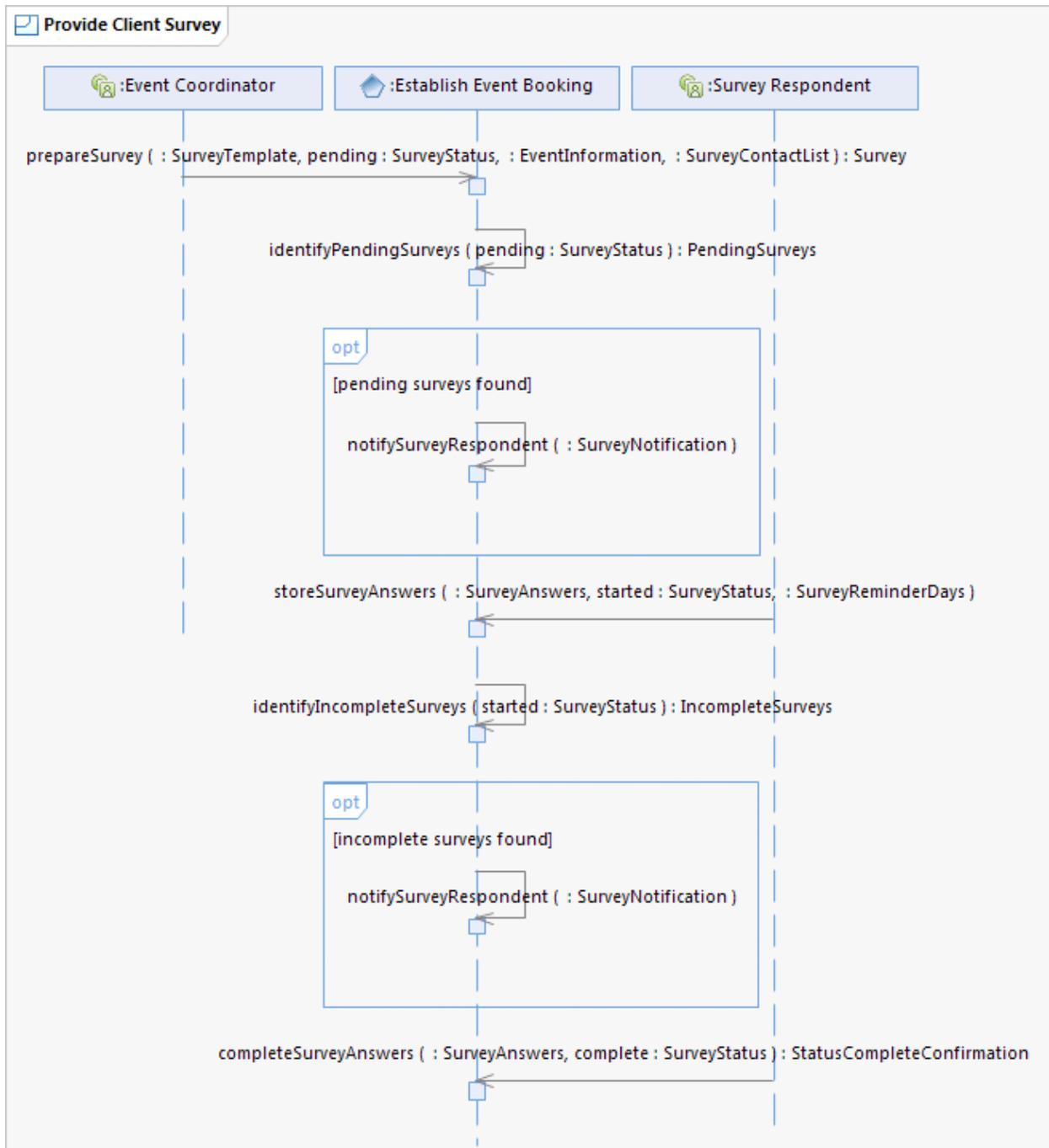


Table of Interface Descriptions

Functional Specifications

FS#	Type/Interface	Description
FS001	Establish Event Booking /prepareSurvey	The Event Coordinator uses the system to prepare the Survey for an Event. SurveyTemplates are configured in advance and the initial SurveyTemplates are designed in cooperation with User Experience (UX) Consultant. Using the SurveyTemplate, the Event Coordinator generates a new Survey, includes EventInformation (Event ContractID, EventName, Move-InDate and Move-OutDate, etc.), enters a SurveyCloseDate (the date on which the Survey will close and restrict participation) and indicates the approved SurveyContactList is ready for import from the Event Booking System Web Service. The SurveyContactList includes (but is not limited to) the following information: SurveyIssuanceDate, Name, EmailAddress, CellPhoneNumber and NotificationMethod (Email, Text, Both). At an interval predefined during system configuration, the system imports the approved SurveyContactList and the Survey is made ready.
FS002	Establish Event Booking /identifyPendingSurveys	At an interval predefined during system configuration, the system runs a scheduled task upon itself to search for PendingSurveys by searching for the SurveyStatus of 'Pending'. The system provides the option of configuring one or more interval triggers. (eg. Every 14 Days, twice annually)

FS003	Establish Event Booking /notifySurveyRespondent	<p>If PendingSurveys are found by the system and the current date is on or after the SurveyIssuanceDate, the system sends a SurveyNotification to all SurveyRespondents on the SurveyContact List.</p> <p>(NOTE: The SurveyIssuanceDate is predetermined by a setting in the Event Booking System of a number of days following the Move-OutDate of the Event.) The SurveyNotification states how many questions are contained within the survey as well as the amount of EstimatedCompletionMinutes. If IncompleteSurveys are found, the system sends a SurveyNotification to the SurveyRespondent reminding them to complete the Survey for a specific Event and states the number of SurveyQuestionsUnanswered with EstimatedCompletionMinutes. The system sends a SurveyNotification to the SurveyRespondent using the desired NotificationMethod (Email, Text, Both). Email notifications are of a responsive format viewable from mobile devices and desktop computers. The SurveyNotification greets the SurveyRespondent by name and invites the SurveyRespondent to participate in the Survey for a specific Event (using the EventName and Move-InDate). The SurveyNotification includes the SurveyCloseDate, the date on which the Survey will be closed and participation will be blocked. The SurveyNotification may contain an optional</p>
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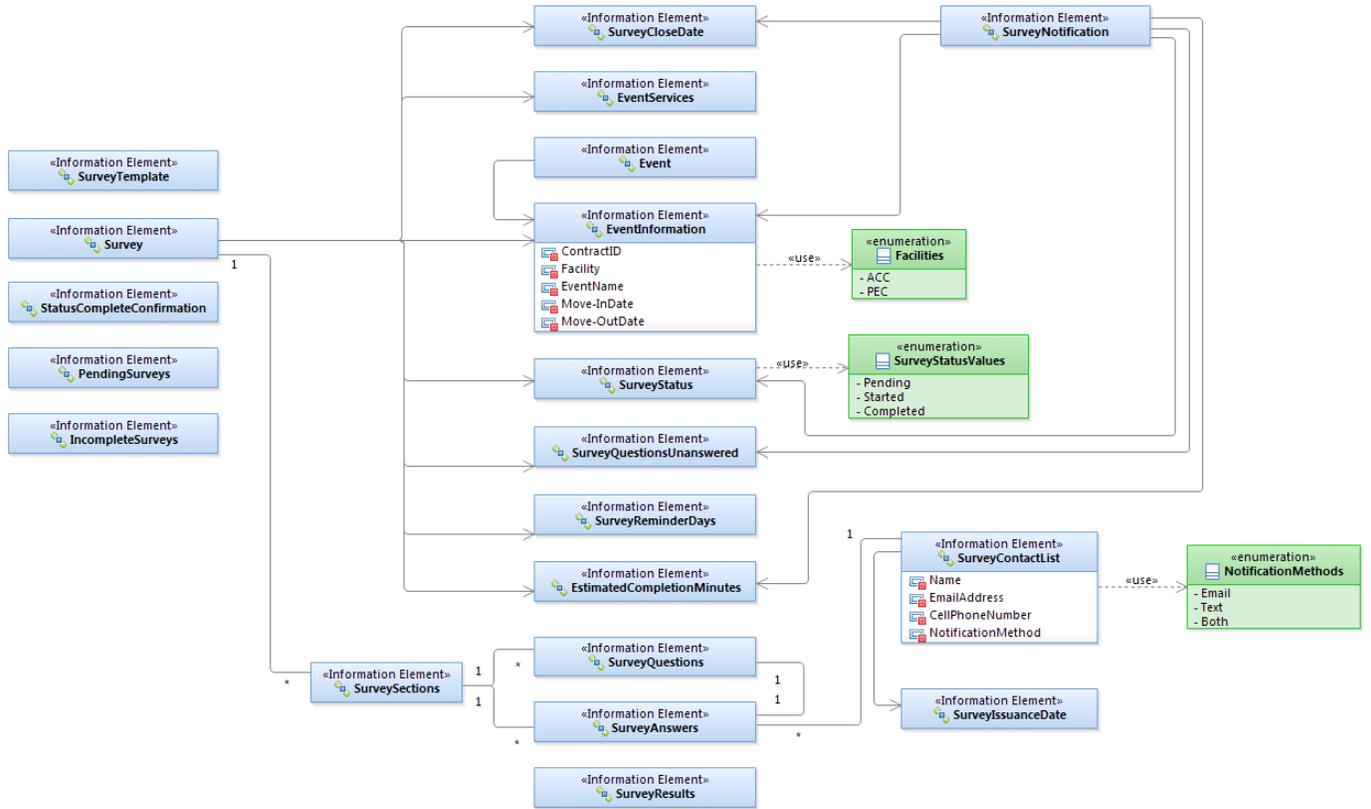
<p>FS004</p>	<p>Establish Event Booking /storeSurveyAnswers</p>	<p>The SurveyRespondent selects the Uniform Resource Locator (URL) contained within the SurveyNotification and is asked whether they grant permission for their responses to be published for marketing purposes (eg. comments may be used in whole or part on the Austin Convention Center website or other marketing materials: 'Best conference i ever had! - John Doe'). The Survey next asks what EventServices were utilized by the SurveyRespondent. Based upon the selection of EventServices, the Survey expands or contracts to only show relevant SurveyQuestions, the EstimatedCompletionMinutes value is adjusted accordingly and the SurveyStatus is change from Pending to Started. The Survey allows for bridging and skipping, based upon answers chosen (eg. answering one question indicates that the SurveyRespondent may skip over the next block of questions). The Survey contains one or more SurveySections. Each SurveySection contains one or more SurveyQuestions. The SurveyQuestions have the option of being multiple choice questions along with fields for the SurveyRespondent to provide feedback in their own words. Multiple choice question types include (but are not limited to): Choose all that apply, Choose one, Choose one from a scale (eg. 1-5). The SurveyRespondent provides</p>
<p>FS005</p>	<p>Establish Event Booking /identifyIncompleteSurveys</p>	<p>At an interval predefined during system configuration, the system runs a scheduled task upon itself to search for IncompleteSurveys by searching for the SurveyStatus of 'Started.' The system provides the option of configuring one or more interval triggers. (eg. Every 14 Days, twice annually)</p>

FS006	Establish Event Booking /notifySurveyRespondent	<p>If PendingSurveys are found by the system and the current date is on or after the SurveyIssuanceDate, the system sends a SurveyNotification to all SurveyRespondents on the SurveyContact List. (NOTE: The SurveyIssuanceDate is predetermined by a setting in the Event Booking System of a number of days following the Move-OutDate of the Event.) The SurveyNotification states how many questions are contained within the survey as well as the amount of EstimatedCompletionMinutes. If IncompleteSurveys are found, the system sends a SurveyNotification to the SurveyRespondent reminding them to complete the Survey for a specific Event and states the number of SurveyQuestionsUnanswered with EstimatedCompletionMinutes. The system sends a SurveyNotification to the SurveyRespondent using the desired NotificationMethod (Email, Text, Both). Email notifications are of a responsive format viewable from mobile devices and desktop computers. The SurveyNotification greets the SurveyRespondent by name and invites the SurveyRespondent to participate in the Survey for a specific Event (using the EventName and Move-InDate). The SurveyNotification includes the SurveyCloseDate, the date on which the Survey will be closed and participation will be blocked. The SurveyNotification may contain an optional</p>
FS007	Establish Event Booking /completeSurveyAnswers	<p>When the SurveyRespondent has answered all of the SurveyQuestions to their level of satisfaction, the SurveyRespondent clicks a button to complete the Survey and submit all answers to the system. The system presents a StatusCompleteConfirmation message to the SurveyRespondent and thanks them for their feedback. If the SurveyRespondent is to receive a gift card for providing their feedback, the message may also include a statement of when the gift card may be expected. Once the SurveyStatus has been changed to Complete, the SurveyRespondent may no longer edit the SurveyAnswers. The system has the option to enable an email notification to designated recipients when a Survey is completed by a SurveyRespondent. This notification has the option to occur individually on demand or at a designated interval containing a batched list of Surveys that were completed the previous day.</p>

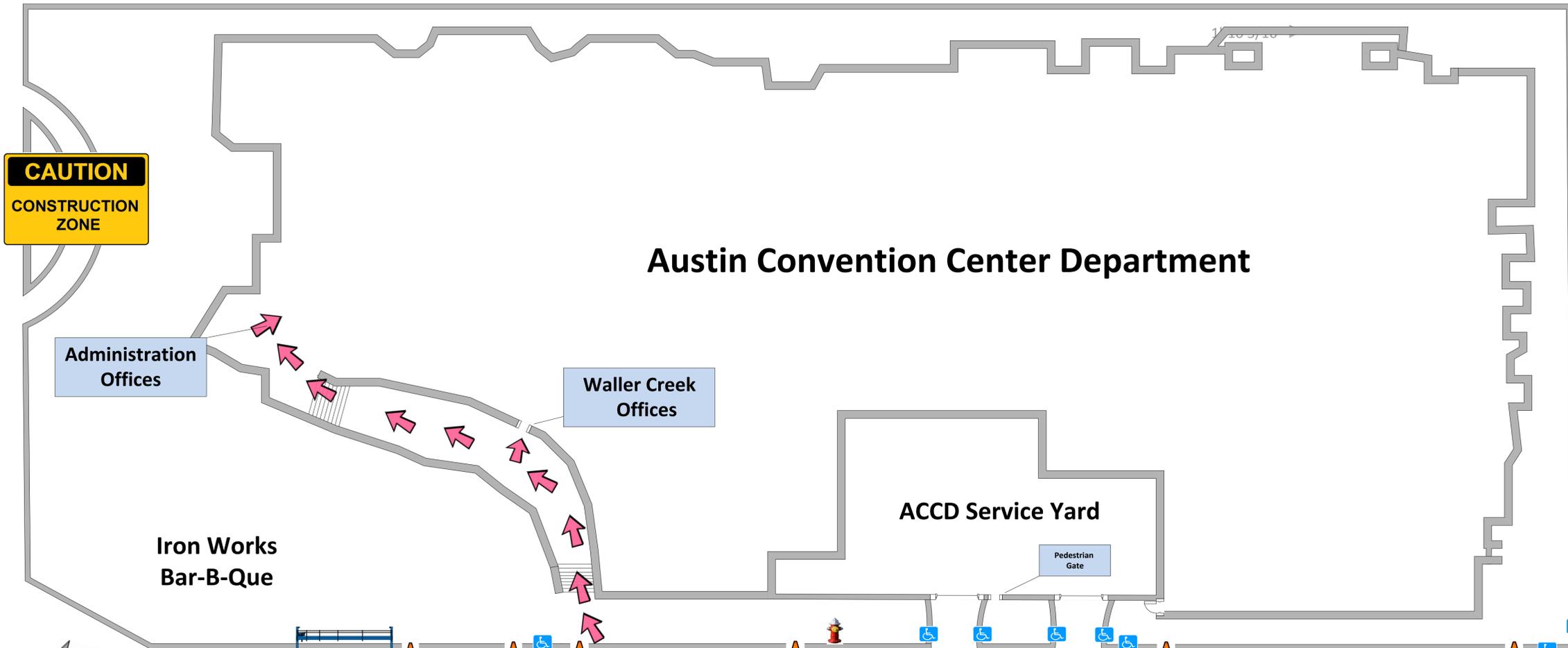
Supplemental Specifications

SS#	Type/Interface	Description
SS001	Establish Event Booking /provideReporting	The system provides access to SurveyResults by means of customizable reports. Users of the system are able to create reports using a point-and-click method and include or exclude information of any type (eg. irrelevant or inappropriate comments). Reports have the option of being stored for subsequent execution.

Logical Data Model



One Way
Trinity St.



CAUTION
CONSTRUCTION
ZONE

Austin Convention Center Department

Administration
Offices

Waller Creek
Offices

ACCD Service Yard

Iron Works
Bar-B-Que

Pedestrian
Gate

Administrative Office Parking Only

South
Gate

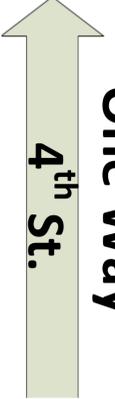
North
Gate

Event Staging / Contractor Parking

Cesar Chavez St.



One Way
4th St.



Red River St.

Event Staging / Contractor Parking

Merge

Hotel

CAUTION
CONSTRUCTION
ZONE

Castleman-Bull
House

Trask
House



MoonShine

Flat Lot

Trinity Street



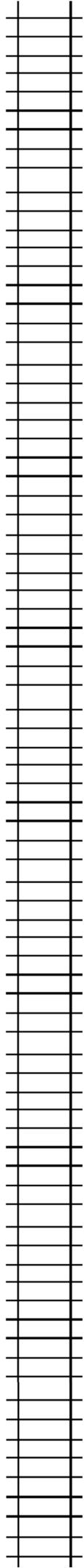
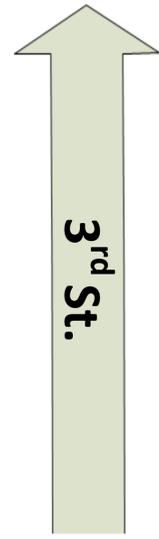
N

4th Street

Cesar Chavez
Street

Red River
Street

3rd St.





AUSTIN CONVENTION CENTER DEPARTMENT



AUSTIN CONVENTION CENTER QUALITY OF SERVICE SURVEY

[Printable Version](#)

Survey & Event Information

Event Name:
Event Location:
Event Dates:
Event Contact:
Survey Taking Date:
Survey Taking By:

Please rate your experience with the Event Team Assigned to you:

Sales/Booking Contracting	Excellent				Poor	N/A
1. Sales and Booking						
Professionalism of Staff	<input type="radio"/>					
Responsiveness/Follow-up to Questions	<input type="radio"/>					
2. Contracting						
Contracting Process	<input type="radio"/>					
Resolution of Legal Questions	<input type="radio"/>					

COMMENTS:

Event Planning/Coordinators	Excellent				Poor	N/A
Professionalism of Staff	<input type="radio"/>					
Responsiveness in Planning	<input type="radio"/>					
Communication/Follow-up of Staff	<input type="radio"/>					
Resolution of Issues	<input type="radio"/>					
Billing Process	<input type="radio"/>					

COMMENTS:

Food and Beverage Services	Excellent				Poor	N/A
1. Banquet Services						
Responsiveness in Planning	<input type="radio"/>					
Timeliness On-site	<input type="radio"/>					
Quality of Product/Services	<input type="radio"/>					
2. Concession Services	<input type="radio"/>					

Timeliness On-site
Quality of Product/Services

COMMENTS:

Security

Excellent

Poor

N/A

Professionalism of Staff
Responsiveness of Staff
Move-in/Move-out Experience
On-site Emergency & Medical Assistance

COMMENTS:

Parking Services

Excellent

Poor

N/A

Professionalism of Staff
Responsiveness of Staff
Hours of Operation
Traffic Flow/Garage Accessibility

COMMENTS:

Utility Services / Technology

Excellent

Poor

N/A

Professionalism of Staff
Responsiveness/Follow-up of Staff
Services Offered
Ease of Obtaining Services
Staff On-Site Availability
House Sound System Quality
Network/Internet Services
Phone Services
Complimentary Wireless Internet

COMMENTS:

Please tell us how satisfied you were with our facility:

Facility	Excellent				Poor	N/A
Rooms Set to Event Planner Specifications	<input type="radio"/>					
Cleanliness of Meeting Space Used	<input type="radio"/>					
Cleanliness of Pre-Function/Lobby Space	<input type="radio"/>					
Cleanliness of Restrooms	<input type="radio"/>					
Cleanliness of Elevators/Escalators	<input type="radio"/>					
Directional Signs	<input type="radio"/>					
Business Center	<input type="radio"/>					

COMMENTS:

Please rate the following aspects of your experience with ACCD compared to similar facilities you have worked with in the past 2-5 years.

Industry Comparison	Much Better		Same		Much Worse	N/A
Move-in/Move-out Experience	<input type="radio"/>		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Facility Appearance/Upkeep	<input type="radio"/>		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Exhibitor Experience	<input type="radio"/>		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Attendee Experience	<input type="radio"/>		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Price Value of Facility and Services Offered	<input type="radio"/>		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Audio/Visual Services (if used)	<input type="radio"/>		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Organization Teamwork (Communication between Facility Representatives, Food and Beverage)	<input type="radio"/>		<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

COMMENTS:

Final Thoughts...

	Yes	No	N/A
1. Would you schedule another event at our facility?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. Would you recommend the facility to a colleague?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. Was the facility website useful? (www.austinconventioncenter.com / www.palmereventscenter.com)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. Did we effectively handle unanticipated event challenges?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Your comments are very important to us. Please let us know what we did right (so we can keep doing it) and what improvements we can make to better serve your program needs in the future.

Do we have your consent to print your comments? Yes No

**ACCD OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFP JXH0508**

1. PROPOSAL FORMAT

Prefacing the proposal, the Proposer shall provide an Executive Summary of which gives in brief, concise terms, a summation of the proposal. The Executive Summary should include the following information:

- Summation of proposal
- Explanation of the suitability of product (10 pages or less)
- Statement of assumptions made

Proposals should be bound documents with sequentially numbered pages including a table of contents. The proposal itself shall be organized in the following format and informational sequence:

- A. **Cover Letter:** On agency/organization letterhead, include contact person(s), mailing address, e-mail address, telephone number and fax number for individuals authorized to answer technical, price and/or contract questions.
- B. **Table of Contents:** Table of contents with all pages sequentially numbered.
- C. **Business Organization:** Provide information on the following. Response may include other information which Proposer feels is relevant to this section.
- i. Legal firm name, headquarters address, local office addresses if any, and state of incorporation.
 - ii. Listing of principal officers of the company including name, title, and tenure.
 - iii. Is your firm legally authorized, pursuant to the requirements of the Texas Statutes, to do business in the State of Texas?
 - iv. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against your firm, its parent or subsidiaries, predecessor organization(s), or any wholly owned subsidiary during the past five (5) years. Include in the description the disposition of each such petition.
 - v. List all claims, arbitrations, administrative hearings, and lawsuits brought by or against your firm, its predecessor organization(s), or any wholly owned subsidiary during the last five (5) years. The list shall include all case names; case, arbitration, or hearing identification numbers; the name of the project over which the dispute arose; a description of the subject matter of the dispute; and the final outcome of the claim.
 - vi. List and describe all criminal proceedings or hearings concerning business related offenses in which your firm, its principals, officers, predecessor organization(s), or wholly owned subsidiaries were defendants.
 - vii. Has your firm ever failed to complete any work awarded to you? If so, where and why?
 - viii. Has your firm ever been terminated from a contract? If so, where and why?

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D. **Prior Experience & References:** Provide evidence of experience on previous projects of similar size, scope, and complexity.

- Describe three (3) previous projects which clearly demonstrate Proposer's experience in providing a cloud-based/SaaS Client Satisfaction Survey System as described in this RFP.
- Do not include projects prior to 2010.
- Supply the project title, year, project description including details and size to qualify as applicable to this project, detail if project was completed on time and budget as applicable, and include a contact name, title, e-mail address, present address, and phone number of principal person for whom prior projects were accomplished.
- Specify and describe what services were provided, including; consultation on survey methodology, survey instrument development and design, report development and design, statistical analysis and reporting, and survey database development and modification

Provide a minimum of three (3) customer references, which are operating a fully functional system of similar scope and magnitude as described in this RFP. All client reference information must be supported and verified. Reference contacts must be aware that they are being used and agreeable to City interview for follow-up.

The City may solicit from previous clients, or any available sources, relevant information concerning Proposer's record of past performance. Provide references to any sources in active use by the user community of the proposed solution.

References must include the following information:

- Name of Company
- Number of personnel
- Contact name – sponsor or IT Lead
- Contact address
- Contact telephone number
- Contact e-mail
- System description (hardware and software configuration, version number of software and network configuration)
- Date of system installations

E. **Personnel:** Include names and qualifications of personnel who will be assigned to this project. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title. Provide all resumes.

- Provide descriptions of the senior management team that detail their background and industry experience.
- Provide the name and qualifications of the User Experience Consultant who will assist ACCD in the development and structure of the survey and survey questions.
- Describe only relevant corporate experience and individual experience for personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 2010.

F. **Technical Reference Model:** As per Appendix A 9.0 of Section 0500, the table provides a description of the desired Proposer's response.

Responses for each technical requirement should include:

- Reference to the requirement number or ID
- Description of how the solution will meet the objective of the described need
- Any applicable references to industry best practices

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- Documentation or evidence as requested in the required response

G. **Functional Requirements:** As per Appendix B of section 0500, each table provides a description of the desired vendor response. The vendor should feel free if applicable to address any tooling detail relevant to their offerings even if we determined it was out of scope.

Responses for each functional requirement should include:

- Reference to the requirement number
- Indication of how/if the requirement or associated feature shall be met. Unless otherwise specified, each response will be considered classified as base functionality:
 - base (out of the box)
 - configuration
 - 3rd party solution
 - Customization
 - not available
- Description of how the solution will meet the objective of the described need
- Any applicable references to industry best practices

H. **Supplemental Submittal Requirements:**

1. General

- Proposers shall clearly demonstrate its expertise in: online, customer based survey administration, customer survey instrument design, survey methodology, data collection and analysis, and survey results reporting.
- Describe how the system protects data from security breaches. Include any applicable descriptions of insurance, roles/responsibilities, policies and remediation procedures pertaining to data breach and fraud.
- Describe any special knowledge, facilities, equipment, or personnel relevant to this RFP.
- Describe the size, staffing, resources and financial capabilities in place to maintain competitive offerings.

2. Project Management

- Describe the proposed methodology including how it will be used in this project. Provide evidence that this approach has resulted in successful projects in the past.
- Provide an estimated schedule of work consistent with the requirements in this RFP. Describe the anticipated tasks, durations, milestones and resources required for each phase of the project schedule. Specify proposed demarcation of responsibilities between the Austin Convention Center Department (ACCD) and the Vendor.
- Describe the availability and skill level of resources for the project, and how resource time, work quality and priorities are managed.
- Describe any communication strategies and best practices that would be employed as part of the solution implementation.

3. Testing

- Provide an explanation of your testing methodology. Explain how this approach will be used in this project. List and describe the tools to be utilized.
- Provide samples of recent test plans or scripts that clearly show the process used for testing and system test results.
- Provide a detailed test plan that describes how the system will be fully tested against agreed upon use cases, how results will be documented and managed, and how defects will be resolved. Include acceptance criteria or describe how acceptance criteria are established for all areas of testing. Address how testers are prepared for, and conduct:

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functional, regression, usability, and user acceptance testing. Specify proposed demarcation of responsibilities between the ACCD and the Proposer.

4. Implementation

- Provide an implementation plan that details steps and timeframes required to implement specific products and services. Specify proposed demarcation of responsibilities between the ACCD and the Proposer.
- Describe the qualification and experience of personnel that may be deployed to the ACCD site.
- Describe the specific On-Site implementation services that are offered. ACCD's preference is that these services are offered from local or regionally based locations.
- Describe how legacy data can be migrated from the current system to your proposed system.
- Describe how the "go-live" will be executed and how affected stakeholders will be prepared for this transition, including knowledge transfer activities. Add any transition/cut-over plan and roll back recommendations that may be relevant to this project. Specify proposed demarcation of responsibilities between the ACCD and the Proposer. The Plan should explicitly include those activities necessary to prepare ACCD personnel for post-implementation roles.
- Describe past "go-lives" that were completed successfully including any pertinent lessons learned and best practices.

5. Training and System Documentation

- Describe the training environments and types of training provided to meet the objectives of the project. Specify proposed demarcation of responsibilities between the ACCD and the Proposer. Onsite training is ACCD's preference. ACCD's training room accommodates 13 users and a trainer with access to desktop computers with Internet access. ACCD may have up to five (5) groups of 13 needing initial training.
- Describe what kinds of training materials will be provided and how these can be modified for use by ACCD staff to conduct user training. Provide a sample of the most recent training materials.
- Describe the process that will be used to keep users current on new features and system upgrades.
- If applicable, describe the maintenance and operations documentation that would be delivered for each component of software or equipment in association with the solution.

6. Support and Ongoing Service

- Describe the support model that is used to support the system. Specify proposed demarcation of responsibilities between ACCD and the Proposer. Provide a detailed list of the necessary resources and expertise, complete with personnel job descriptions, which shall be required for ACCD to maintain the system once implemented.
- Provide a detailed five year support and maintenance plan including: methods of contact; support team availability; service levels; timeframes for supporting or delivering critical security patch updates, updated database or web browser versions after release; software/browsers/hardware supported; updated user guides on all major updates or system changes, and warranty information. Note that remote access to ACCD resources shall only be permitted providing that authorized users (CBI) are authenticated, data is encrypted across the network, and privileges are restricted.
- Describe the roles/responsibilities and accountability (i.e. Service Level Agreements) with any sub-contractors connected with the system, including its implementation and support.

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- Describe any planned releases and roadmaps associated with expanding or improving the system in the future.
- I. **Local Business Presence**: The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation. Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of work as reflected in the Offeror's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. Specify if and by which definition the Offeror or Subcontractor(s) have a local business presence.
- J. **Proposal Acceptance Period**: All proposals are valid for a period of one hundred and fifty (150) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.
- K. **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.
- L. **Authorized Negotiator**: Include name, address, e-mail address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.
- M. **Cost Proposal**: Information described in the following subsections is required from each Proposer. Your method of costing may or may not be used but should be described. A firm fixed price or not-to-exceed Contract is contemplated, with progress payments as mutually determined to be appropriate. Ten percent (10%) of the total contractual price for the initial purchase and implementation will be retained until submission and acceptance of all work products. The City will not consider a pre-paid service fee or a payment required upon execution of the Contract. Submission of invoices shall be directly associated to completion of deliverables, tasks, and/or services approved by ACCD.

Proposer must submit one printed original and one electronic version of the completed cost proposal provided in Section 0601, Cost Proposal Sheet in a SEPARATE sealed envelope from the technical Proposals. Proposer must provide all costs (with 5 year forecast) associated with this project such as:

- Hardware
- Software
- Third party software (if applicable)
- Implementation
- Interface/Integration
- Documentation
- Project Management Services

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- Annual Maintenance & Support (for five years following final acceptance and the warranty period)
- Others (if applicable)

Along with the cost proposal, provide a proposed payment schedule with deliverables and acceptance criteria for each.

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

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

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

2. **EXCEPTIONS**: Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal. Provide a "Matrix of Exceptions" to the requirements of the RFP. Identify the requirement, describe the nature of the deviation and provide an explanation or an alternative. This matrix shall include any exceptions for all sections of the RFP and Scope of Work.
3. **PROPOSAL PREPARATION COSTS**: All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the ACCD shall be the sole responsibility of the Proposer.
4. **EVALUATION FACTORS AND AWARD**
 - A. **Competitive Selection**: This procurement will comply with applicable City Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph B below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the Best Offeror. Award of a Contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.
 - B. **Evaluation Factors**:
 - i. 100 points.

Evaluation Factor No.	Title	Maximum Point Value
1	Total Cost of Proposal	20
2	Technical Reference Model	20

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Evaluation Factor No.	Title	Maximum Point Value
3	Functional Specifications	25
4	Prior Experience	10
5	Supplemental Submittal Requirements	15
6	Local Business Presence	10

1. **Total Cost Proposed – 20 points**
 - Proposer with lowest cost to the City will be given maximum number of points, remainder given on a percentage ratio basis
2. **Technical Reference Model Proposed (As per Section F above)- 20 points**
 - Responses to Technical Reference Model included in section 0500, Scope of Work Appendix A
3. **Functional Requirements Proposed (As per section G above) – 25 points**
 - Responses to Functional Requirements included in Section 0500, Scope of Work Appendix B
4. **Prior Experience (As per section D above) – 10 points**
5. **Supplemental Requirements Proposed (As per Section H above) – 15points**
 - General
 - Project Management
 - Testing
 - Implementation
 - Training and System Documentation
 - Support and Ongoing Services
6. **Local Business Presence – 10 points**

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

- ii. Interviews/Demonstrations, Optional. Interviews or Demonstrations may be conducted at the discretion of the City. Maximum 20 points

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The City reserves the right to require short listed vendors selected for demonstrations or presentations to provide a minimum of two (2) most recent years of audited annual reports that evidence the financial health of the organization. In the event that audited financial statements cannot be provided, the Vendor must provide financial information that will enable the City to accurately assess financial stability and viability. Vendors unwilling to provide this information or whose financial information is deemed as not demonstrating financial stability will not be considered for award.

SECTION 0601: COST PROPOSAL

The ACCD anticipates purchasing any additional servers, storage solutions, and associated system software through existing contracts when possible. Proposers may include such items as alternates for consideration; however all specifications, unit pricing, discount pricing, installation, and warranty information must be clearly provided and described. Despite how the required hardware and system software is purchased, the Proposer must accept responsibility for defining the technical requirements and associated configuration required to meet the ACCD’s stated objectives. The City reserves the right to award in our best interest including options such as the software without services, etc.

1. Software and Maintenance Costs

Description	Initial Purchase & Implementation	Year One Cost	Year Two Cost	Year Three Cost	Year Four Cost	Year Five Cost
Software						
Licensing*						
Annual Maintenance and Support, if applicable						
Other Costs if Required*						
Per Year Total						

*Include information on licensing model and type of user licenses proposed (concurrent, per seat, etc.) as well as any quantity driven price breaks, if applicable.

**Include a detailed breakdown of other specific costs not referenced above on a separate sheet. Any customization or 3rd party software, or any packaged hardware referenced in the response to Requirements.

2. Implementation Costs

Proposer must submit a detailed breakdown of services included as part of the implementation.

Description	Cost
Implementation Services	
Legacy Data migration/scrubbing	
Training	
System Integrations	
Other Costs if Required	
Total Cost	

3. Additional Services, Custom Development

Fixed hourly rate for custom development requested by the City of Austin for software functionality not included in the base software licensing agreement for Option years one through five.

Description	Year One	Year Two	Year Three	Year Four	Year Five
Customer Requested Development (fixed per hour cost)					

4. Any additional costs involved with you proposal not covered in the sections above

Description	Cost

Describe any complementary solutions that may benefit City, including functional description and cost. The cost of any complementary items will not be considered as part of the total cost of the proposal.

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?		
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

Section 0700: Reference Sheet

Please include the following information when included in the solicitation:

Responding Company Name _____

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

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

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

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

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

Section 0815: Living Wages Contractor Certification

Company Name _____

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

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

Employee Name	Employee Job Title

USE ADDITIONAL PAGES AS NECESSARY

- (1) All future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$11.39 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: _____

CITY OF AUSTIN



CITY CODE CHAPTER 2-9D COMMODITIES MBE/WBE PROCUREMENT PROGRAM



Project Name:

Project/Solicitation Number:

Date:



OCTOBER 2008

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MBE/WBE GOALS

Annual/Project Participation Goals:		Annual/Project Participation Subgoals:	
MBE	%	African American	%
WBE	%	Hispanic American	%
		Asian/Native American	%
		WBE	%

OVERVIEW

This document should be read in conjunction with the City of Austin’s Minority-owned and Women-owned Business Enterprise Procurement Program for Commodities (Chapter 2-9D of the Austin City Code) and the Small and Minority Business Resources Department (SMBR) Rules. The definitions contained in Chapter 2-9D apply to this document. Copies of Chapter 2-9D and SMBR Rules may be obtained online at <http://www.ci.austin.tx.us/smbr/rules.htm> or from SMBR, 4201 Ed Bluestein, Austin, Texas 78721 (512) 974-7600.

Firms or individuals submitting offers for this solicitation agree to abide by the City’s MBE/WBE Procurement Program and Rules. The City’s MBE/WBE program is intended (1) to promote and encourage MBEs and WBEs to participate in business opportunities with the City of Austin; (2) to afford MBEs and WBEs an equal opportunity to compete for work on City contracts; and (3) to encourage contractors to provide subcontracting opportunities to certified MBEs and WBEs by soliciting such firms for subcontracting opportunities. The City of Austin and its contractors shall not discriminate on the basis of race, color, national origin, disability, or gender in the award and performance of contracts.

The City encourages Offerors to achieve the MBE/WBE participation goals and subgoals for this contract. However, Offerors may comply with the City Code and Rules without achieving the participation goals so long as they make and document Good Faith Efforts that would allow MBE and WBE participation pursuant to Section 2-9D-21 of the City Code and Section 9.1 of the Rules. Offerors that do not meet the project’s goals and subgoals are subject to Good Faith Efforts review.

Prior to the due date and time specified in the City’s solicitation documents, all Offerors (including those Firms certified as MBE/WBEs) shall submit: (1) an *MBE/WBE Compliance Plan* (Appendix A); and (2) if the project goals are not met, all appropriate documentation to demonstrate Good Faith Efforts to meet the project goals. Any questions regarding preparation of the *Compliance Plan* should be directed to SMBR at (512) 974-7600. Such contact will not be a violation of the anti-lobbying ordinance.

The City has implemented Anti-Lobbying Ordinance 20071206-045 (Chapter 2-7 of the Austin City Code). Under Chapter 2-7, there is a “no-contact” period from the date the City issues a solicitation until the

contract is executed. During the “no-contact” period, a person responding to a City solicitation can speak only to the contract’s authorized contact person regarding their solicitation response. Chapter 2-7 allows certain exceptions; for instance, a person responding to a City solicitation may speak to SMBR regarding this *Compliance Plan*. See the full language of the Ordinance, City Chapter, or solicitation documents for further details.

If the *Compliance Plan* and Good Faith Efforts documentation are not submitted prior to the due date and time specified in the solicitation documents, the Offer will be deemed non-responsive and not be accepted for consideration.

COMPLIANCE PLAN INSTRUCTIONS

(See Appendix A)

SMBR may request written clarification of items listed on the *Compliance Plan*. However, there will be no further opportunity for the Offeror to augment the MBE/WBE participation originally listed in the *Compliance Plan* or to demonstrate Good Faith Efforts that were not made prior to the submission of the *Compliance Plan*. Changes to the *Compliance Plan* are permitted only after contract execution and only with prior written approval of SMBR.

Please type or clearly print all information, use “none” or “N/A” where appropriate, and sign and date the *Compliance Plan* as indicated. Please fill in all the blanks and use EXACT numbers. DO NOT USE: “approximate,” “plus or minus (+ -),” “up to,” “to be determined (TBD),” “< >,” or any other qualifying language.

Section I Project Identification and Goals

This section includes the pre-printed Project Name, Project/Solicitation Number, and goals and/or subgoals. The Offeror does not need to fill in any information under Section I.

Section II Offeror Information

The Offeror should complete this section with its information and sign in the space provided. The portion of Section II marked as “Reserved for City of Austin SMBR Only” should be left blank.

Section III Compliance Plan Summary

This section is a summary of subcontractor participation in this Offer. Offeror should complete Sections IV-VII, described below, before attempting to complete Section III. After completing Sections IV-VII, calculate the percentage of MBE/WBE participation for each goal and enter the information in the blanks provided. Because Section III is a summary, if there are any inconsistencies between Sections IV-VII and Section III, the calculations contained in Sections IV-VII will prevail.

Section IV Disclosure of MBE and WBE Participation

Please list all certified MBE/WBEs subcontractors and the value of the work they will be performing themselves except for subcontractor(s) that will be performing the trucking or hauling scope of work (see Section VII below). Do not include the value of work that the MBE/WBEs subcontractors will be subcontracting to second-level subcontractors (see Section VI). By listing certified MBE and WBE firms on the *Compliance Plan*, the Offeror indicates that both parties acknowledge the price and scope of work and that they are prepared to contract for that price and scope if the City awards the project to the Offeror. Unit price subcontracts are acceptable if appropriate to the type of work being performed. A Letter of Intent (LOI) does not replace a binding contract between a prime contractor and a subcontractor.

Before completing Section IV of the *Compliance Plan*, please read the following instructions regarding how to count MBE/WBE participation:

(A) Only the value of the work actually performed by the MBE/WBE shall be counted toward the goals. This includes:

- (1) work performed by the MBE/WBE's own forces;
- (2) the cost of supplies, materials, or equipment purchased, leased, or otherwise obtained by the MBE/WBE for the work of the contract (except that supplies, materials, and equipment purchased or leased from the prime contractor or its affiliate may not be counted toward the goal); and
- (3) fees or commissions charged by an MBE/WBE for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a contract, provided the fee is reasonable and not excessive as compared with fees customarily allowed for similar services.

(B) When an Offeror purchases supplies, materials, or equipment from an MBE/WBE, the cost of those supplies, materials, or equipment shall be counted toward the goals as follows:

- (1) If the supplies, materials, or equipment are obtained from an MBE/WBE that is a Manufacturer or Regular Dealer, 100 percent of the payment for the supplies, materials, or equipment shall be counted toward the goals.
- (2) If the supplies, materials, or equipment are obtained from an MBE/WBE that is neither a Manufacturer nor a Regular Dealer, the cost of the materials and supplies themselves shall not be counted toward the goals. However, fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, may be counted toward the goals if the payment of such fees are a customary industry practice and such fees are reasonable and not excessive as compared with fees customarily allowed for similar services.

(C) When an MBE/WBE subcontractor listed on the *Compliance Plan* subcontracts part of the work of its contract to another Firm, the value of that second-level subcontracted work may not be counted toward the goals based on the initial subcontractor's MBE/WBE certification. Please see Section VI for an explanation of how to count the value of second-level subcontractors' work.

(D) A Firm owned by a minority woman may be certified as both an MBE and a WBE (dual certified). On a single contract, the value of the work performed by a dual certified subcontractor may not be counted toward both the MBE and the WBE goals. The Offeror must decide whether to designate the dual certified subcontractor as an MBE or a WBE in the *Compliance Plan* for the purpose of meeting the goals set for that Contract. That designation may not be changed for the duration of the contract.

(E) When an MBE/WBE performs as a participant in a certified Joint Venture, only the portion of the contract value that is the result of the distinct, clearly defined portion of the work that the MBE/WBE performs with its own forces and for which it is at risk shall be counted towards the project goals. For more specific information regarding requirements and evaluations of certified MBE/WBE Joint Ventures, please see the City's Program Rules or contact SMBR's Certification Division.

(F) Only expenditures to an MBE/WBE contractor that is performing a Commercially Useful Function shall be counted toward the project goals. If SMBR makes an initial determination that an MBE/WBE is not performing a Commercially Useful Function given the type of work involved and normal industry practices, the MBE/WBE may present evidence to rebut this presumption.

(G) To be counted toward project goals, MBE/WBEs must be certified by SMBR prior to the due date to submit the *Compliance Plan* as specified in the City's solicitation documents. A firm that is certified as an MBE/WBE at the time that the *Compliance Plan* is filed may cease to be a certified firm before the contract is completed. Only the value of the work performed by such a Firm while it is certified may be counted toward the project goals.

Section V Disclosure of Non-Certified Subcontractors

Please list all known non-certified subcontractors to be used in the performance of this contract, except for subcontractor(s) that will be performing the trucking or hauling scope of work (see Section VII below). If Offeror will not use any non-certified Firms, please write "N/A" in the first box on this page.

If additional scopes of work are identified in this section as available for subcontracting beyond those identified in the availability lists provided, Offeror must contact SMBR to request an availability list of certified Firms for those additional scopes of work.

The scopes of work indicated in Section V will be considered subcontracting opportunities for MBEs and WBEs, unless it is demonstrated that certified MBEs or WBEs are unavailable or do not possess the requirements in the technical portion of the solicitation to perform the work involved. If Offeror did not meet the project goals, Offeror must explain in the space provided why MBEs/WBEs were not used as subcontractors. If Offeror did meet the project goals, please write "Goals Met" in the space provided.

Section VI Disclosure of Second-Level Subcontractors

Please complete this section if Offeror knows that one or more of Offeror's subcontractors will subcontract part of the work of their contracts to second-level subcontractors. In the last line of each entry box, please write the name of the first-level subcontractor that will be subcontracting work to the second-level subcontractor. The first-level subcontractor should be listed in Section IV or Section V. If Offeror is not aware of any second-level subcontractors, please write "N/A" in the first box on this page.

As discussed in Section IV above, when an MBE/WBE subcontractor subcontracts part of the work of its contract to another Firm, the value of that second-level subcontracted work may not be counted toward the goals based on the initial subcontractor's MBE/WBE certification. The value of the second-level subcontracted work may be counted toward the project goals only based on the second-level subcontractor's own MBE/WBE certification, if any. Work that an MBE/WBE subcontracts to a non-certified Firm does not count toward the goals. Work that an MBE/WBE subcontractor contracts to another certified Firm shall not be counted twice towards the goal.

Section VII Disclosure of Primary and Alternate Trucking Subcontractors

Please complete this section if the project includes trucking or hauling services as a scope of work. Each time this scope of work is required on the project, Offeror must contact the Firm listed as the primary

trucking subcontractor in this section. If the primary trucking subcontractor is not available or cannot perform the entirety of the work at the time required, Offeror may contact the alternate trucking subcontractors in the order that Offeror lists them in this section. Offeror must contact the primary trucking subcontractor at least 24 hours before the work is to be performed. Offeror will not need to submit a Request for Change to use the alternate trucking subcontractors if Offeror contacted the primary trucking subcontractor first and then proceeded to contact the alternates in the order Offeror listed them on this section.

For purposes of meeting the project goals or subgoals at the *Compliance Plan* stage, the entire value of this scope of work shall be assigned to the primary trucking subcontractor. At contract closeout, MBE/WBE participation will be counted based on the actual usage of the primary and alternate trucking subcontractors.

Section VIII MBE/WBE *Compliance Plan* Check Sheet

Please complete the MBE/WBE *Compliance Plan* Check Sheet with the information requested.

GOOD FAITH EFFORTS INSTRUCTIONS

(See Appendices B and D)

The Offeror has a responsibility to make a portion of the work available to MBE/WBE subcontractors so as to facilitate meeting the goals or subgoals. If the Offeror cannot achieve the goals or subgoals, documentation of the Offeror's Good Faith Efforts to achieve the goals or subgoals must be submitted at the same time as the *Compliance Plan*. That there may be some additional costs involved in soliciting and using MBEs and WBEs is not a sufficient reason for an Offeror's failure to meet the goals and subgoals, as long as such costs are reasonable. However, an Offeror is not required to accept a higher quote in order to meet a goal or subgoal.

Contacting Potential MBE/WBE Subcontractors

As part of Good Faith Efforts, Offerors must contact MBE/WBE subcontractors for each scope of work where there is a subcontracting opportunity. The availability list found at Appendix D includes information for certified MBE/WBE businesses. The availability list has two sections: *Vendors Within the Significant Local Business Presence (SLBP) Area* and *Vendors Outside the SLBP Area*. While only vendors on the SLBP list must be contacted, all of the Firms listed are certified as MBE/WBEs for purposes meeting the project goals.

The City neither warrants the capacity nor guarantees the performance of any Firm indicated on the availability list.

The availability list is sorted in numerical sequence by National Institute of Governmental Purchasing (NIGP) Commodity Code. It includes all certified vendors for the scopes of work identified by the City as being potentially applicable to this project. However, the availability list is not a comprehensive identification of all areas of potential subcontracting opportunities. If an Offeror identifies one or more work areas that are appropriate subcontracting opportunities that are not included on the availability list, the Offeror shall contact SMBR to request the availability of MBE and WBE firms in those areas. Requests for supplemental availability lists will be evaluated as a part of the Offeror's Good Faith Efforts to meet the goals.

If Offeror believes any of the work areas on the availability list are not applicable to the project's scope of work or if Offeror believes that the lists are inaccurate, notify the authorized contact person of the concern. All Offerors will be notified in writing of any inaccuracy by addendum to the solicitation. Concerns about a particular MBE's/WBE's certification status may be addressed to SMBR at (512) 974-7600 or the SMBR Certification Division at (512) 974-7645. If Offeror wants to use a subcontractor that does not appear on this list, Offeror may either request the subcontractor to furnish proof of certification and the specific work areas for which it has been certified or request such information from SMBR.

Appendix B shows the format for collecting required information from the subcontractors on the *Vendors Within SLBP Area* availability list. The information must be obtained at least 5 business days prior to the submission of the *Compliance Plan*; alternate formats are acceptable as long as they gather the same required information. Attached to the Subcontractor Vendor List at Appendix D is a list containing the names and addresses of all the MBE/WBE Firms in alphabetical order. This list is in label format and is designed to facilitate the printing of mailing labels.

The following codes are used on the availability lists:

GND	A firm's two-digit gender/ethnicity code (e.g., FA, MA, or FB)	LCTN	A firm's two-digit location code (e.g., SL or TX)
FA	Female / Asian-American	FN	Female / Native American
MA	Male / Asian-American	MN	Male / Native American
FB	Female / African-American	FW	Female
MB	Male / African-American	SL	Significant Local Business Presence (SLBP)
FH	Female / Hispanic	TX	Outside SLBP
MH	Male / Hispanic		
MBE	A firm certified as a Minority-owned Business Enterprise	WBE	A firm certified as a Woman-owned Business Enterprise
M/WB	A firm certified as both a Minority-owned & Woman-owned Business Enterprise	W/MB	A firm certified as both a Minority-owned & Woman-owned Business Enterprise
M/WDB	A firm certified as a Minority-owned; Woman-owned; and Disadvantaged Business Enterprise	W/MDB	A firm certified as a Minority-owned; Woman-owned; and Disadvantaged Business Enterprise

Good Faith Efforts Review

If goals are not met, SMBR will examine the *Compliance Plan* and the Good Faith Efforts documentation submitted with the *Compliance Plan* to ensure that the Offeror made Good Faith Efforts to meet the project goals or subgoals. In determining whether the Offeror has made Good Faith Efforts, SMBR will consider, at a minimum, the Offeror's efforts to do the following:

- (A) Solicit certified MBE or WBE subcontractors with a Significant Local Business Presence and request a response from those interested subcontractors who believe they have the capability to perform the work of the contract. The Offeror must solicit this interest more than five (5) business days prior to submission of the *Compliance Plan* to allow sufficient time for the MBEs or WBEs to respond. The Offeror must take appropriate steps to follow up with subcontractors who respond. The Offeror must state a state specific and verifiable reason for not contacting each certified firm with a significant local business presence.
- (B) Provide interested MBEs or WBEs with adequate information about the plans, specifications, and requirements of the contract, including addenda, in a timely manner, to assist them in responding.
- (C) Negotiate in good faith with interested MBEs or WBEs that have submitted Offers to the Offeror. An MBE/WBE that has submitted an Offer to an Offeror but has not been contacted within five (5) business days of submission of the Offer may contact SMBR to request a meeting with the Offeror. Evidence of good faith negotiation includes the names, addresses, and telephone numbers of MBEs/WBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for MBEs/WBEs to perform the work.

The following factors may also be considered by SMBR in determining that an Offeror has made Good Faith Efforts. These factors are not intended to be a mandatory checklist, nor are they intended to be exclusive or exhaustive:

- (A) Whether the Offeror selected portions of the work to be performed by MBEs/WBEs in order to increase the likelihood that the MBE/WBE goals or subgoals will be met. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE/WBE participation, even when the Offeror might otherwise prefer to perform these work items with its own forces.
- (B) Whether the Offeror made efforts to assist interested MBEs/WBEs in obtaining bonding, lines of credit, or insurance as required by the City or contractor.
- (C) Whether the Offeror made efforts to assist interested MBEs/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (D) Whether the Offeror used the services of available community organizations; minority persons/women contractors' groups; local, state, and federal minority persons/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of MBEs/WBEs. It is the Offeror's responsibility to seek guidance from SMBR on any questions regarding compliance with this section.
- (E) Whether other Offerors successfully met the goals.

The ability or desire of an Offeror to perform the work of a contract with its own organization does not relieve the Offeror of the responsibility to make Good Faith Efforts.

Offerors may reject MBE/WBEs as unqualified only following thorough investigation of their capabilities. The MBE/WBE's membership or lack of membership in specific groups, organizations, or associations, and political or social affiliations (for example union or non-union employee status), are not legitimate causes for the rejection or non-solicitation of bids/proposals in the Offeror's efforts to meet the project goals or subgoals.

Good Faith Efforts documentation should include names, addresses, and other identifying information. The following are examples of documentation (but documentation is not limited to this list):

- Fax logs and copy of documents sent.
- Phone logs with responses.
- Lists and copies of letters sent by mail, hand delivered, or e-mailed.
- Advertising in local newspapers.
- Copies of all Offers received in response to Offeror's solicitation of other firms.
- Other communications regarding contacts with trade associations and Chambers of Commerce.

POST-AWARD INSTRUCTIONS

(See Appendix C)

Letter of Intent

The lowest responsive Offeror is required to submit a signed and notarized Letter of Intent (LOI) from each subcontractor that is identified in the *Compliance Plan* within three (3) business days after receipt of a written request by the City. The LOIs must be in the format shown on the sample at Appendix C and must contain all information included in the sample. LOIs are required for all levels of subcontracting, and a separate LOI for each MBE/WBE subcontractor is required. The amount and scope of work indicated on each LOI shall be the actual amount indicated on the *Compliance Plan* submitted with the Offer and approved by the City.

Changes to the *Compliance Plan* including substitution of MBE/WBE subcontractors are permitted only after contract execution and only with prior written approval of SMBR. Request for changes to the *Compliance Plan* must be submitted on the *Request for Change of Compliance Plan Form* for all levels of subcontracting. LOIs must be submitted for all additions of Subcontractors to the *Compliance Plan* prior to the start of work.

Post-Award Monitoring

The City will monitor post-award compliance information regarding the use of certified MBE/WBE Firm(s) listed on the *Compliance Plan*. The contractor will be required to submit post award reports detailing the utilization of all subcontractors. The reports and other information regarding post-award compliance will be discussed with the successful Offeror. The following information on Payment Verification, Change Order/Contract Amendments, and Progress Sanctions provides an overview of some of the post-award monitoring process.

▪ Payment Verification

Offerors are advised that the contract resulting from this solicitation includes a subcontractor payments clause. This clause requires all subcontractors to be paid within ten (10) calendar days from the date that the prime contractor has been paid by the City for invoices submitted by subcontractors.

The prime contractor shall submit a *Subcontractor/Supplier Awards and Expenditures Report* to the project manager and/or contract administrator at the time specified in the contract. The report shall be in the format required by the City and shall include all awards and payments to subcontractors for goods and services provided under the contract during the previous month. This report may be used by the City to verify utilization of and payment to MBEs and WBEs.

The prime contractor and/or any subcontractor whose subcontracts are being counted toward the MBE/WBE requirements shall allow the City access to records relating to the contract, including but not limited to, subcontracts, payroll records, tax information, and accounting records, for the purpose of determining whether the MBEs/WBEs are performing the scheduled subcontract work.

In determining achievement of MBE/WBE goals, the participation of an MBE/WBE subcontractor shall not be counted until the amount being counted toward the goal has been paid.

▪ **Change Order/Contract Amendments**

The goals on this contract shall also apply to change orders that require work beyond the scope(s) of trades originally required to accomplish the project. The contractor is required to make Good Faith Efforts to obtain MBE/WBE participation for additional scopes of work.

Change orders that do not alter the type of trades originally required to accomplish the project may be undertaken using the subcontractors already under contract to the prime contractor. Project managers will have automatic SMBR approval to authorize any change order that **increases** the contract amount for an **existing** certified subcontractor and is **within** the existing scope being performed by that subcontractor. Any change order/contract amendment affecting the scope of work or value of the contract should be documented on a form acceptable to the City.

▪ **Progressive Sanctions**

The successful Offeror's *Compliance Plan* will be incorporated into the resulting contract with the City. Progressive sanctions may be imposed for failure to comply with Chapter 2-9D of the City Code, including:

- Providing false or misleading information in Good Faith Efforts documentation, post award compliance, or other Program operations;
- Substituting Subconsultants without first receiving approval for such substitutions, which may include the addition of an unapproved Subconsultant and failure to use a Subconsultant listed in the approved *Compliance Plan*; and
- Failure to comply with the approved *Compliance Plan* without an approved Request for Change, an approved Change Order, or other approved change to the Contract.

Please refer to Section 2-9D-25 of the City Code and SMBR Rule 11.5 for additional information.

MBE/WBE COMPLIANCE PLAN

All sections (I-VIII) must be completed and submitted prior to the due date in the solicitation documents.

Section I — Project Identification and Goals

Project Name	
Solicitation Number	

Project Goals or Subgoals	
MBE	%
African American	%
Hispanic American	%
Native/Asian American	%
WBE	%

Section II — Prime Company Information

Name of Company	
Address	
City, State Zip	
Phone	
Fax	
Name of Contact Person	
Is prime 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 *Compliance Plan* is true and complete to the best of my knowledge and belief. I further understand and agree that this *Compliance Plan* shall become a part of my contract with the City of Austin.

Name and Title of Authorized Representative

Signature

Date

For SMBR Use Only:	
I have reviewed this <i>Compliance Plan</i> and found that the Offeror HAS <input type="checkbox"/> or HAS NOT <input type="checkbox"/> complied as per the City Code Chapter 2-9D.	
Reviewing Counselor _____	Date _____
Director/Assistant Director _____	Date _____

Section III — *Compliance Plan Summary*

Note:

- Fill in all the blanks.
- For project participation numbers use an EXACT number. DO NOT USE: approximate, plus or minus (+ -), up to, to be determined (TBD), < >, or any other qualifying language.
- *Compliance Plans* not complying with these requirements shall be rejected as non-responsive.

Total Base Offer (if applicable): \$ _____

Goals: Proposed Participation		
MBE	\$	%
WBE	\$	%
Non-Certified	\$	%

Subgoals: Proposed Participation		
African American	\$	%
Hispanic	\$	%
Native/Asian American	\$	%
WBE	\$	%
Non-Certified	\$	%

Offeror's own participation in base Offer (less any amount subcontracted):

Amount: \$ _____ Percentage: _____%

Are the stated goals or subgoals of the solicitation met? *(If no, attach documentation of Good Faith Efforts)*

Yes No

For SMBR Use Only:

Verified Goals OR Subgoals:

MBE _____ % WBE _____ %

African-American _____ %; Hispanic _____%; Native/Asian American _____%; WBE _____%

Section IV — Disclosure of MBE and WBE Participation
Duplicate As Needed

Note:

- Fill in all the blanks.
- For project participation numbers use an EXACT number. DO NOT USE: approximate, plus or minus (+ -), up to, to be determined (TBD), < >, or any other qualifying language.
- *Compliance Plans* not complying with these requirements shall be rejected as non-responsive.

Name of MBE/WBE Certified Firm			
City of Austin Certified	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>	Ethnic/Gender Code:
Vendor Code			
Address/ City / State / Zip			
Contact Person	Phone #:		
Amount of Subcontract	\$		%
Commodity codes/describe services			

Name of MBE/WBE Certified Firm			
City of Austin Certified	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>	Ethnic/Gender Code:
Vendor Code			
Address/ City / State / Zip			
Contact Person	Phone #:		
Amount of Subcontract	\$		%
Commodity codes/describe services			

Name of MBE/WBE Certified Firm			
City of Austin Certified	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>	Ethnic/Gender Code:
Vendor Code			
Address/ City / State / Zip			
Contact Person	Phone #:		
Amount of Subcontract	\$		%
Commodity codes/describe services			

Name of MBE/WBE Certified Firm			
City of Austin Certified	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>	Ethnic/Gender Code:
Vendor Code			
Address/ City / State / Zip			
Contact Person	Phone #:		
Amount of Subcontract	\$		%
Commodity codes/describe services			

Section V — Disclosure of Non-Certified Subcontractors
Duplicate As Needed

Note:

- Fill in all the blanks.
- For project participation numbers use an EXACT number. DO NOT USE: approximate, plus or minus (+ -), up to, to be determined (TBD), < >, or any other qualifying language.
- *Compliance Plans* not complying with these requirements shall be rejected as non-responsive.

Subcontractor	
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:
Amount of Subcontract	\$ %
Commodity codes/describe services	
Reason MBE/WBE not used	

Subcontractor	
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:
Amount of Subcontract	\$ %
Commodity codes/describe services	
Reason MBE/WBE not used	

Subcontractor	
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:
Amount of Subcontract	\$ %
Commodity codes/describe services	
Reason MBE/WBE not used	

Subcontractor	
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:
Amount of Subcontract	\$ %
Commodity codes/describe services	
Reason MBE/WBE not used	

Section VI Disclosure of Second-Level Subcontractors

Duplicate as Needed

Note:

- Fill in all the blanks.
- For project participation numbers use an EXACT number. DO NOT USE: approximate, plus or minus (+ -), up to, to be determined (TBD), < >, or any other qualifying language.
- Compliance Plans not complying with these requirements shall be rejected as non-responsive.

Second-Level Subcontractor	
City of Austin Certified?	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:
Amount of Second-Level Subcontract	\$ %
Commodity codes/describe services	
First-Level Subcontractor	

Second-Level Subcontractor	
City of Austin Certified?	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:
Amount of Second-Level Subcontract	\$ %
Commodity codes/describe services	
First-Level Subcontractor	

Second-Level Subcontractor	
City of Austin Certified?	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:
Amount of Second-Level Subcontract	\$ %
Commodity codes/describe services	
First-Level Subcontractor	

Second-Level Subcontractor	
City of Austin Certified?	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:
Amount of Second-Level Subcontract	\$ %
Commodity codes/describe services	
First-Level Subcontractor	

Section VII Disclosure of Primary and Alternate Trucking Subcontractors

Duplicate as Needed

Note:

- Fill in all the blanks.
- For project participation numbers use an EXACT number. DO NOT USE: approximate, plus or minus (+ -), up to, to be determined (TBD), < >, or any other qualifying language.
- *Compliance Plans* not complying with these requirements shall be rejected as non-responsive.

Primary Trucking Subcontractor	
City of Austin Certified?	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:
Amount of Subcontract	\$ %
Commodity codes/describe services	

Alternate Trucking Subcontractor	
City of Austin Certified?	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:

Alternate Trucking Subcontractor	
City of Austin Certified?	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:

Alternate Trucking Subcontractor	
City of Austin Certified?	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:

Alternate Trucking Subcontractor	
City of Austin Certified?	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:

Alternate Trucking Subcontractor	
City of Austin Certified?	No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethnic/Gender Code:
Vendor Code	
Address/ City / State / Zip	
Contact Person	Phone #:

SECTION VIII — MBE/WBE COMPLIANCE PLAN CHECK LIST

The MBE/WBE *Compliance Plan* must be completed and submitted by the time specified in the solicitation documents. If the goals or subgoals were not achieved, Good Faith Efforts documentation must be submitted with the MBE/WBE *Compliance Plan*. All questions in Section VIII MUST be completed and submitted with the *Compliance Plan* if goals or subgoals are not met.

1. Were written notices sent to all MBE/WBEs from the Significant Local Business Presence availability list at least five (5) business days prior to the submission of this *Compliance Plan*?

Yes No

2. Is documentation of those written notices attached?

Yes No

3. Is written documentation of efforts to reach agreements with the MBE/WBEs who responded affirmatively to the Offeror's written notice attached?

Yes No

4. Is documentation of other efforts to meet the goals or subgoals attached?

Yes No

5. Were additional elements of work identified to achieve the goals or subgoals?

Yes No

If yes, please explain: _____

6. Was SMBR or any other Minority or Women organization contacted for assistance?

Yes No

If yes, complete following:

Organization: _____

Contact Person: _____

Date of Contact: _____

LETTER TO POTENTIAL SUBCONTRACTORS

_____ is soliciting Minority and Women-Owned Business Enterprise participation for the following City of Austin project. Solicitation documents are available on the internet, in our office, and the location listed in the Solicitation.

Name of Project: _____

Project/Solicitation Number: _____

Location of Pre-Offer Conference (if any): _____

Offer Due Date and Time: _____

This Project Includes the Following Scopes of Work:

- | | |
|---|---|
| <input type="checkbox"/> Asbestos Abatement | <input type="checkbox"/> HVAC |
| <input type="checkbox"/> Carpentry | <input type="checkbox"/> Insulation |
| <input type="checkbox"/> Carpeting | <input type="checkbox"/> Lab and Field Testing Services |
| <input type="checkbox"/> Concrete | <input type="checkbox"/> Landscaping |
| <input type="checkbox"/> Demolition Services | <input type="checkbox"/> Masonry |
| <input type="checkbox"/> Doors and Frames | <input type="checkbox"/> Millwork |
| <input type="checkbox"/> Drilling | <input type="checkbox"/> Painting |
| <input type="checkbox"/> Drywall | <input type="checkbox"/> Paving and Resurfacing |
| <input type="checkbox"/> Electrical | <input type="checkbox"/> Plumbing |
| <input type="checkbox"/> Excavation Services | <input type="checkbox"/> Roofing |
| <input type="checkbox"/> Fabricated Steel | <input type="checkbox"/> Stone |
| <input type="checkbox"/> Flooring | <input type="checkbox"/> Tile |
| <input type="checkbox"/> Glazing Services | <input type="checkbox"/> Weather and Waterproofing |
| <input type="checkbox"/> Hardware | <input type="checkbox"/> Welding |
| <input type="checkbox"/> Heavy Construction Equipment | <input type="checkbox"/> Windows |
| <input type="checkbox"/> Other _____ | <input type="checkbox"/> Other _____ |

Contact our office for detailed information on the scopes of work being subcontracted and the relevant terms and conditions of the contract.

Please contact: _____ at _____ or _____
(Name) (Telephone) (Fax)

All Offers MUST be received by: _____

LETTER OF INTENT

Name of Prime Contractor: _____

Address: _____
Street City State Zip Code

Telephone: (____)_____ Fax: (____)_____ Proposed Contract Amount: \$ _____

Project/Solicitation Number: _____

Project Name: _____

Type of Agreement (*check one*): Lump Sum Unit Price Commodity

Period of Performance: _____

Level of Subcontracting (*check one*): 1st 2nd 3rd

Name of MBE/WBE Subcontractor: _____

Address: _____
Street City State Zip Code

Telephone: (____)_____ Fax: (____)_____ Proposed Subcontract Amount: \$ _____

Commodity Code and description of work to be performed by MBE/WBE firm:

The Prime Contractor and the MBE/WBE listed above hereby agree that upon the execution of a contract for the above-named project between the Prime Contractor and the City of Austin, the MBE/WBE will perform the scope of work for the price as indicated above.

Prime Contractor:

MBE/WBE Subcontractor:

Name of Firm

Name of Firm

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

STATE OF _____
 COUNTY OF _____

STATE OF _____
 COUNTY OF _____

SUBSCRIBED AND SWORN TO before me on the _____ day of _____, 200____.

SUBSCRIBED AND SWORN TO before me on the _____ day of _____, 200____.

Notary Public

Notary Public

City of Austin Subcontract Vendor List - VCRCVS

Solicitation No.: RFP 5600 JXH0508 Cloud Based Software as a Service Client Satisfaction Survey System

Version No.: 1

Phase: 1

C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
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Vendors Within the SLBP Area

20811 Application Software, Microcomputer

VS0000019526 Mo'mix solutions 15552 Fitzhugh Rd Dripping Springs Tx 78620	512-423-2932 512-402-9525 elatham@momixsolutions.com	WDB	F/Caucasian	SL
RFD7081045 RFD & ASSOC INC 401 Camp Craft Rd Austin Tx 78746-6507	512-347-9411 512-347-9412 sales@RFDINC.COM	WB	F/Caucasian	AU

91812 Analytical Studies and Surveys (Consulting)

ALL7111300 ALLIANCE-TEXAS ENGINEERING COMPANY 11500 Metric Blvd Bldg M1, Ste 150 Austin Tx 78758	512-821-2081 512-821-2085 GHEATH@EMAILATG.COM	WDB	F/Caucasian	AU
APP8308926 APPLIEDTECH GROUP L L C 12059 Lincolnshire Dr Austin Tx 78758-2217	512-577-2468 512-837-8603 RMORA@APPLIEDTECHGROUP.NET	MB	M/Hispanic	AU
V00000903997 AmaTerra Environmental, Inc. 4009 Banister Lane, Ste. 300 Austin Tx 78704	512-329-0031 5123290012 jmadden@amaterra.com	WDB	F/Caucasian	AU
BAE7086810 BAER ENGINEERING & ENVIRONMENTAL CONSULTING INC 7756 Northcross Dr Ste 211 Austin Tx 78757-1725	512-453-3733 512-453-3316 tbaer@BaerEng.com	WDB	F/Caucasian	AU
REA7089305 BETTY ROGERS 6810 Miranda Dr Austin Tx 78752-3118	512-453-0177 Betty@BettyRogers.com	WB	F/Caucasian	AU
V00000917827 BUSINESS & FINANCIAL MANAGEMENT SOLUTIONS LLC Po Box 151708 Austin Tx 78715-1708	512-366-8183 mara.ash@bafolutions.com	MWDB	F/Hispanic	AU
V00000908007 Beatriz Noriega Antonioli 720 Barton Creek Blvd 720 Barton Creek Blvd Austin Tx 78746	512-306-7393 5123286844 bnoriegafocuslatino@austin.rr.com	MWB	F/Hispanic	AU

**City of Austin
Subcontract Vendor List - VCRCVS**

Solicitation No.: RFP 5600 JXH0508 Cloud Based Software as a Service Client Satisfaction Survey System

Version No.: 1

Phase: 1

C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
ECO7055745 ECO-SOUTHWEST ENVIRONMENTAL 12101 Fitzhugh Place Dripping Springs Tx 78620		512-423-1674 tjenn@ecosouth.com	MWDB	F/Hispanic	SL
VS0000026197 EQ CONSULTANTS GROUP 12329 Double Tree Lane Austin Tx 78750		512-827-8468 elizabeth.quintanilla@gmail.com	MWDB	F/Hispanic	AU
V00000914047 Electronic Interoperable Exchange Systems, LLC 501 W Powell Lane Suite 219 Austin Tx 78753		646-496-5291 amin.salahuddin@eixsys.com	MB	M/Asian	AU
V00000907852 GarzaBury, L.L.C. 221 W. Sixth Street, Suite 380 Austin Tx 78701		512-298-3284 5122982592 rgarza@garzabury.com	MB	M/Hispanic	AU
SAN2347000 HICKS & CO ENVIRONMENTAL/ARCHEOLOGICAL CONSULTANTS 1504 W 5th St Austin Tx 78703-5157		512-478-0858 512-474-1849 HICKS@HICKSENV.COM	WDB	F/Caucasian	AU
HIR8309936 HIRE TECHNOLOGIES INC 7000 N. Mopac Expressway Suite 200 Austin Tx 78731		512-342-0055 8665338858 karen@hirepros.com	WDB	F/Caucasian	AU
V00000917394 Hexagon Consulting and Services, LLC. P. O. Box 80913 Austin Tx 78708		281-745-8281 info@hexagoncs.com	MB	M/African American	AU
V00000917174 JN3 Global Enterprises LLC 6034 West Courtyard Drive Suite #150 Austin Tx 78730		512-501-1155 jnowlin@excelglobalpartners.com	MDB	M/African American	AU
V00000909115 JindoCore Solutions, LLC 815-A Brazos Street #83 Austin Tx 78701		9177440746 jennie.choi@jindocore.com	MWDB	F/Asian	AU
V00000916533 Luis Pablo Martinez 7604 Orrick Drive Austin Tx 78749		312-730-3613 luis@virtuinstrategy.com	MDB	M/Hispanic	AU
SNA8315942 SNAP MANAGEMENT GROUP INC 6928 Robert Dixon Dr Austin Tx 78749-2218		512-899-8788 512-474-8788 Darrell@snapmgt.com	MDB	M/African American	AU

City of Austin Subcontract Vendor List - VCRCVS

Solicitation No.: RFP 5600 JXH0508 Cloud Based Software as a Service Client Satisfaction Survey System

Version No.: 1

Phase: 1

C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
V00000900797 Sabine River Partners, LLC 4521 Red River St Austin Tx 78751		512-779-8593 5127798593 holandy@sbcglobal.net	WDB	F/Caucasian	AU
V00000925382 Sloan Foster 9204 Partridge Circle Austin Tx 78758		2108454141 sloan@envisageassociates.com	WDB	F/Caucasian	AU
VS0000018476 THE AMPERSAND AGENCY INC 1011 San Jacinto Blvd. Suite 303 Austin Tx 78701		5124623366 5123220723 jeffm@ampersandagency.com	WB	F/Caucasian	AU
VS0000034326 The Entermedia Group, LLC 900 Rr 620 South, C101-153 Austin Tx 78734		512-553-8341 lorraine.jordan@theentermediagroup.com	MWDB	F/African American	AU
VS0000012688 TrachMar, LLC 2900 N Quinlan Park Rd Ste B240 - 321 Austin Tx 78732		512-828-6430 5128287693 pamela@trachmar.com	MWDB	F/African American	AU
V00000927461 YOU SEOK SON 3517 Arvin Dr Austin Tx 78738		5129190358 pson@vitenergy.net	MB	M/Asian	SL
V00000925823 forWord Connections, LLC 4505 Balcones Woods Drive Austin Tx 78759		5129232962 forwordconnections@gmail.com	WDB	F/Caucasian	AU

City of Austin Subcontract Vendor List - VCRCVS

Solicitation No.: RFP 5600 JXH0508 Cloud Based Software as a Service Client Satisfaction Survey System

Version No.: 1

Phase: 1

C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
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Vendors Outside the SLBP Area

20811 Application Software, Microcomputer

CHE8303640 CHECKPOINT SERVICES INC Suite 215 El Paso Tx 79902	915-581-1185 915-585-7751 SALES@CHECKPNT.COM	WB	F/Caucasian	TX
V00000922684 HyperNet Solutions, Inc. Suite 252 Allen Tx 75002	2142633154 8665456958 michelle.hoang@hnsi.com	MWDB	F/Asian	TX
VS0000031651 PREMIER LOGITECH 1100 Ave T Grand Prairie Tx 75050	972-606-1234 9726061677 dsmith@premierlogitech.com	MB	M/African American	TX
VS0000022603 Summus Industries, Inc. 77 Sugar Creek Center Blvd Ste 420 Sugar Land Tx 77478	2816401765 100 2816401766 rcraig@summusindustries.com	MB	M/African American	TX

91812 Analytical Studies and Surveys (Consulting)

ALA8313305 ALAMO ENVIRONMENTAL INC 12400 San Pedro Ave., Suite 200 San Antonio Tx 78216	210-404-1220 210-820-3636 jmelendez@alamo1.com	MB	M/Hispanic	TX
AVI0530500 AVIATION ALLIANCE INC Po Box 799 Colleyville Tx 76034-0799	817-498-0388 817-281-1867 Shirley@AviationAllianceInc.com	WDB	F/Caucasian	TX
VC0000102141 DM DUKES & ASSOCIATES INC 3218 E MI King Jr Blvd Ste 104 Austin Tx 78	512-481-0506 512-990-3809 DUKESDM@AOL.COM	MWDB	F/African American	TX
GRE8308847 GREEN ENVIRONMENTAL CONSULTING INC 202 Vanderpool Lane Houston Tx 77024	713-932-8950 713-932-8950 info@green-envi.com	WB	F/Caucasian	TX

Total in SLBP: 27

Total Outside SLBP: 8

Alamo Environmental Inc
12400 San Pedro Ave., Suite 200
San Antonio Tx 78216

Alliance-Texas Engineering Company
11500 Metric Blvd Bldg M1, Ste 150
Austin Tx 78758

Appliedtech Group L L C
12059 Lincolnshire Dr
Austin Tx 78758-2217

Aviation Alliance Inc
Po Box 799
Colleyville Tx 76034-0799

Amaterra Environmental, Inc.
4009 Banister Lane, Ste. 300
Austin Tx 78704

Baer Engineering & Environmental Consulting
Inc
7756 Northcross Dr Ste 211
Austin Tx 78757-1725

Betty Rogers
6810 Miranda Dr
Austin Tx 78752-3118

Business & Financial Management Solutions
Llc
Po Box 151708
Austin Tx 78715-1708

Beatriz Noriega Antonioli
720 Barton Creek Blvd 720 Barton Creek Blvd
Austin Tx 78746

Checkpoint Services Inc
4120 Rio Bravo St Suite 215
El Paso Tx 79902

Dm Dukes & Associates Inc
3218 E MI King Jr Blvd Ste 104
Austin Tx 78

Eco-Southwest Environmental
12101 Fitzhugh Place
Dripping Springs Tx 78620

Eq Consultants Group
12329 Double Tree Lane
Austin Tx 78750

Electronic Interoperable Exchange Systems,
Llc
501 W Powell Lane Suite 219
Austin Tx 78753

Green Environmental Consulting Inc
202 Vanderpool Lane
Houston Tx 77024

Garzabury, L.L.C.
221 W. Sixth Street, Suite 380
Austin Tx 78701

Hicks & Co Environmental/Archeological
Consultants
1504 W 5th St
Austin Tx 78703-5157

Hire Technologies Inc
7000 N. Mopac Expressway Suite 200
Austin Tx 78731

Hexagon Consulting And Services, Llc.
P. O. Box 80913
Austin Tx 78708

Hypernet Solutions, Inc.
101 C North Greenville Avenue Suite 252
Allen Tx 75002

Jn3 Global Enterprises Llc
6034 West Courtyard Drive Suite #150
Austin Tx 78730

Jindocore Solutions, Llc
815-A Brazos Street #83
Austin Tx 78701

Luis Pablo Martinez
7604 Orrick Drive
Austin Tx 78749

Mo'Mix Solutions
15552 Fitzhugh Rd
Dripping Springs Tx 78620

Premier Logitech
1100 Ave T
Grand Prairie Tx 75050

Rfd & Assoc Inc
401 Camp Craft Rd
Austin Tx 78746-6507

Snap Management Group Inc
6928 Robert Dixon Dr
Austin Tx 78749-2218

Sabine River Partners, Llc
4521 Red River St
Austin Tx 78751

Sloan Foster
9204 Partridge Circle
Austin Tx 78758

Summus Industries, Inc.
77 Sugar Creek Center Blvd Ste 420
Sugar Land Tx 77478

The Ampersand Agency Inc
1011 San Jacinto Blvd. Suite 303
Austin Tx 78701

The Entermedia Group, Llc
900 Rr 620 South, C101-153
Austin Tx 78734

Trachmar, Llc
2900 N Quinlan Park Rd Ste B240 - 321
Austin Tx 78732

You Seok Son
3517 Arvin Dr
Austin Tx 78738

Forword Connections, Llc
4505 Balcones Woods Drive
Austin Tx 78759