CITY OF AUSTIN, TEXAS

Purchasing Office

REQUEST FOR PROPOSAL (RFP)

OFFER SHEET

SOLICITATION NO: RFP PAX0128

DATE ISSUED: 01/11/2016

REQUISITION NO.: 15070600417

COMMODITY CODE: 20811, 91812

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

PRE-PROPOSAL CONFERENCE TIME AND DATE: 01/21/2016, 2:00 pm, local time. for those not able to attend a Conference bridge line has been set up: (512) 974-9300, enter 203078

LOCATION: Austin Convention Center; 500 East Cesar Chavez; Austin, Texas 78701
Enter through the Administration Offices off Cesar Chavez Street. Upon entry, notify receptionist that you are attending the Pre-Proposal meeting for the Client Survey RFP. Visitor parking available on Red River Street. For directions and alternate parking options: http://www.austinconventioncenter.com/directions/directions.htm

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

Sai Xoomsai Purcell
Senior Buyer Specialist
E-Mail: sai.xoomsai@austintexas.gov
Phone: (512) 974-3058

PROPOSAL DUE PRIOR TO: 02/03/2016, 2:00 pm, local time

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

When submitting a sealed Offer 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 # PAX0128	Purchasing Office-Response Enclosed for Solicitation # PAX0128
P.O. Box 1088	124 W 8th 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 that are not submitted in a sealed envelope or container will not be considered.

SUBMIT 1 ORIGINAL AND 5 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	8
0500	SCOPE OF WORK	6
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	7
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE NO GOALS FORM – Complete & return	2
Section 0601	Cost Proposal	2
Appendix A	Use Case and Functional Specifications	5
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Exhibit B	Sample Report	5

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. In addition, Section 2252.908 of the Texas Government Code requires the successful offeror to submit to the City a complete Form 1295 "Certificate of Interested Parties" that is signed and notarized prior to contract execution for a contract award requiring council authorization. The full text versions of the * Sections and Form 1295 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 or Form 1295 from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

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

Company Name: _____

Company Address: _____

City, State, Zip: _____

Federal Tax ID No. _____

Printed Name of Officer or Authorized Representative: _____

Title: _____

Signature of Officer or Authorized Representative: _____

Date: _____

Email Address: _____

Phone Number: _____

*** Proposal response must be submitted with this Offer sheet to be considered for award**

Section 0605: Local Business Presence Identification

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

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

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

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

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

SUBCONTRACTOR(S):

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

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

SUBCONTRACTOR(S):

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

Section 0700: Reference Sheet

Responding Company Name _____

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

1. Company's Name _____

   Name and Title of Contact _____

   Project Name _____

   Present Address _____

   City, State, Zip Code _____

   Telephone Number (_____)_____ Fax Number (_____)_____

   Email Address _____

2. Company's Name _____

   Name and Title of Contact _____

   Project Name _____

   Present Address _____

   City, State, Zip Code _____

   Telephone Number (_____)_____ Fax Number (_____)_____

   Email Address _____

3. Company's Name _____

   Name and Title of Contact _____

   Project Name _____

   Present Address _____

   City, State, Zip Code _____

   Telephone Number (_____)_____ Fax Number (_____)_____

   Email Address _____

Section 0835: Non-Resident Bidder Provisions

Company Name _____

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

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

   Answer: _____

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

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

   Answer: _____ Which State: _____

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

   Answer: _____

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

SOLICITATION NUMBER:	PAX0128
PROJECT NAME:	Cloud-Based/SaaS Client Satisfaction Survey System

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

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

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

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

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

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

_____

Company Name

_____

Name and Title of Authorized Representative (Print or Type)

_____ _____

Signature **Date**

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

SOLICITATION NUMBER:	PAX0128
PROJECT NAME:	Cloud-Based/SaaS Client Satisfaction Survey System

PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant			
Address			
City, State Zip			
Phone Number		Fax Number	
Name of Contact Person			
Is Company City certified?	Yes ☐ No ☐ MBE ☐ WBE ☐ MBE/WBE Joint Venture ☐		

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

_____
Name and Title of Authorized Representative (Print or Type)

_____ _____
Signature **Date**

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

Sub-Contractor / Sub-Consultant			
City of Austin Certified	MBE ☐ WBE ☐ Ethics / Gender Code: ☐ Non-Certified		
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	$		
List commodity codes & description of services			

Sub-Contractor / Sub-Consultant			
City of Austin Certified	MBE ☐ WBE ☐ Ethics / Gender Code: ☐ Non-Certified		
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	$		
List commodity codes & description of services			

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

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

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

CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS

CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS

The following Supplemental Purchasing Provisions apply to this solicitation:

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

   All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by email to sai.xoomsai@austintexas.gov no later than close of business on 01/22/2016.

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.
            (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 five (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. **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, TX 78704

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

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

A. Access to the 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 Convention Center Daprartment 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 Convention Center Department building and security badges must be on display at all times when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.

D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.

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

7. **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 ten 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: pcu5182105182105	
☒ Not Seasonally Adjusted	☐ Seasonally Adjusted
Geographical Area: All	
Description of Series ID: Hosting, ASP, and other IT infrastructure provisioning services	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: 100	

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.

8. **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.

9. **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
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.

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.

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.

Q. Breach Responsibilities: This section only applies when a data breach occurs with respect to personal data withing the possession of control of service provider.

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 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 shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should arise to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph above.

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

Debbie Gosset

Debbie.Gossett@austintexas.gov

512-404-4034

CITY OF AUSTIN
SCOPE OF WORK/SPECIFICATIONS
FOR
CLOUD-BASED/SaaS CLIENT SATISFACTION SURVEY

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 Vendors for the subscription to a cloud-based/SaaS Client Satisfaction Survey Software (hereafter referred to as "client-survey" or "software") and associated initial implementation services. The firm awarded this Contract ("Contractor") shall be responsible for providing ACCD a subscription to a cloud-based software, license(s), initial implementation services, and maintenance and technical support. The Contractor shall have a robust, cloud-based, 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 have data analysis and reporting capabilities, and operate as a stand-alone tool, independent of one or all system integrations.

The Contract shall be in effect for an initial term of 12 months, after this initial term, the Contract may then be extended thereafter for up to five additional twelve-month options, subject to approval of the Contractor and the City Purchasing Officer or designee.

The Austin Convention Center has a total proposed budget of $50,000 for the initial subscription and implementation (including associated services) of a cloud-based/SaaS Client Satisfaction Survey System. ACCD's expectation is that expenditures associated with the extension options will not exceed the expenditure of the initial period of the Contract.

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.

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	14
Conference/Meetings	40	53	45	47	49	39
Food & Beverage	12	13	11	14	9	6
Trade Shows	6	9	8	6	5	2
Others	35	37	34	26	31	25
Total	142	159	156	145	149	126

Table 2: Event by Fiscal Year for Palmer Events Center

Event Type	2010	2011	2012	2013	2014	2015
Conventions	1	1	2	3	4	1
Consumer Shows	47	48	43	53	52	38
Conference/Meetings	24	39	51	48	41	35
Food & Beverage	15	13	16	18	18	16
Trade Shows	4	4	3	14	8	4
Others	20	24	24	30	44	39
Total	111	129	138	166	166	148

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). Appendix A, Use Case and Functional Specifications provides a detailed description of ACCD's desired, future, client-survey system and process.

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.

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 improvement efforts; evaluate the facilities and amenities; and identify opportunity for improving the facilities and the services offered by 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 seven (7) 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. The email notification is not sent by an ACCD employee, but rather by the survey provider.

The survey is not sent to the individuals who attend the event, but rather it is sent to the event organizer, or Planner, (The Client). The Client is those individuals who work directly with ACCD staff in organizing, planning, and implementing the event.

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 maintains the survey results (the data) in its raw format for internal auditing purposes. Reports are created from this data; the data is never manipulated, edited, or altered in any way. Reference Exhibit B for a sample of a report currently used.

Responses are manually reviewed for completeness, and forwarded on to the appropriate business unit. However, there is no current process in place for ACCD to contact a survey responder who provided negative responses or a poor rating/score.

Reference Exhibit A for a sample of the survey that is currently being used by ACCD.

ACCD sends 350-500 surveys per year; this does not include the surveys sent separately by ACCD's catering and concession service Contractor. ACCD's annual return rate of the surveys sent; 2015 = 36%, 2014 = 21%, 2013 = 27%, 2012 = 32%.

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 and analytical capabilities which will support the evaluation of client service initiatives undertaken by the ACCD and its catering and concession services contractor. ACCD wishes to accomplish the following:

1) Purchase access via a subscription or license to a cloud-based/SaaS Client Satisfaction Survey Software;

2) Award one Contract which encapsulates both the software and the services of a User Experience Consultant;

3) Combine ACCD's survey with its catering and concession services contractors' survey so that ACCD clients are receiving one survey;

4) Through the assistance of the User Experience Consultant, create a more user-friendly survey which expands and contracts, based upon the service selections made at the start of the survey by the survey-taker; and

5) Through the incorporation of industry best-practices, identify opportunity to streamline ACCD's current process for administering the survey.

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 the initial configuration of its solution to meet the needs of the Functional and Technical requirements as described in this RFP (reference Appendix A), including, but not limited to: the administration and issuance of the survey, the capture of survey results in a database, analysis of survey results, and preparation of detailed and summary reports based upon survey results and analysis.

6.1.2 The selected Contractor shall work with ACCD to develop a 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, identify opportunity to streamline ACCD's current process, and if applicable, train ACCD staff. The Consultant may be employed by the Contractor or serve as a Subcontractor.

6.1.2.1.1 The User Experience Consultant will have the authority to act on the Contractor's behalf and will have a minimum of three (3) concurrent years' experience during the past five years. The User Experience Consultant shall be experienced in all aspects of survey design, administration, data collection and analysis, reporting, training etc. Preferably, the Consultant's experience will be related to the tradeshow, conference and events management industry.

6.1.2.2 The selected Contractor shall review existing use case models and identify suggested improvements or process changes based on industry standards.

6.1.2.3 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.

6.1.3 The selected Contractor's solution shall be capable of electronically issuing surveys to ACCD clients who have booked events at ACCD and shall track and maintain the data received from completed surveys.

6.1.4 If applicable, install any software necessary to support design, configure, and test. Contractor's personnel responsible for installing the software must have the appropriate certifications.

6.1.5 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 if the Contractor interacts with 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.

6.1.5.1 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.

6.1.5.2 The selected Contractor shall provide a Single Point of Contact (SPOC), or a customer-support, who is available 24hour/7 days a week, regardless of holidays and weekends.

6.1.6 The selected Contractor shall furnish all labor, equipment, supervision, insurance and incidentals necessary to provide the services of this Contract.

6.1.7 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).

6.1.8 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.

6.1.9 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.

6.1.10 The selected Contractor shall be responsible for the maintenance and technical support of its survey database and web portal. If downtime of the system is necessary, the Contractor shall pre-arrange/schedule the downtime with ACCD no less than 72 hours in advance.

6.2 <u>Survey, Database, and Reporting Requirements</u>:

6.2.1 The survey results (the baseline data) shall be maintained in its raw format for internal auditing purposes. Reports are created from this data; however the data is never manipulated, edited, or altered in any way. The Contractor shall immediately notify the ACCD Contract Manager if the Contractor is asked to manipulate, edit, or alter the baseline data.

6.2.2 All aspects of the survey, survey results, and reports prepared by the Contractor are considered to be proprietary property of ACCD and shall not be used by the Contractor for any purpose without the express written permission of ACCD.

6.2.3 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.

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

6.2.4.1 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.

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

6.2.6 The selected Contractor and its User Experience Consultant shall coordinate and work with ACCD staff to develop a variety of reports to meet the survey objectives.

6.2.7 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.

6.2.7.1 ACCD prefers a reporting capability which includes the ability to customize the presentation of the data, such as choosing fields, headings, adding graphs and charts, reporting by time period (weekly, monthly, quarterly, annually), as well as by event or event type.

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 client-survey software. If applicable or needed, 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.

ACCD OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFP PAX0128

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?

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**: Clearly demonstrate the experience and qualifications of personnel who will be assigned to this project.
Provide all resumes.

- Provide the name and qualifications of Vendor's personnel who will oversee the initial configuration and implementation of the client-survey solution.
- Provide the name and qualifications of the User Experience Consultant
- State the primary work assigned to each person and the percentage of time each person will devote to this work.
- 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. **Use Case and Functional Requirements:** Using the Use Cases and Functional Requirements in Appendix A of Section 0500, provide evidence of how the proposed client-survey solution will meet each requested functional requirement.

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

G. **Supplemental Requirements:** Provide detail and information which clearly demonstrates Proposer's understanding of the requirements presented in this Request for Proposal. Response should give clear evidence indicating Proposer's experience, expertise, and capability in assisting ACCD to achieve the Business Goals as provided in the Scope of Work.

General:

- Describe Proposer's expertise and ability in: online cloud-based survey administration and software, 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. Initial Configuration and Implementation

- Provide an implementation plan that details steps and timeframes required to configure and implement the cloud-based solution. Specify proposed demarcation of responsibilities between the ACCD and the Proposer.
- Describe the project management methodology to be used during the initial configuration and implementation; include milestones, required resources not previously specified, tasks, roles and responsibilities of ACCD and Proposer, best practices that will be deployed, and any other additional information the Proposer
- Describe the qualification and experience of personnel that may be deployed to the ACCD site.
- If applicable, 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 the proposed solution.
- Provide a detailed test plan that describes how the cloud-based solution will be fully tested against agreed upon use cases, how results will be documented and managed, and how defects will be resolved. Specify proposed demarcation of responsibilities between ACCD and the Proposer.
- Describe how the "go-live", or implementation date, 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 both pre- and post-implementation roles.

Describe past "go-lives", or implementations, that were completed successfully including any pertinent lessons learned and best practices.

3. 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.

4. 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 the ACCD to maintain the system once implemented.
- Provide a detailed five year technical support and maintenance plan including the following applicable elements: 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 Criminal Background Investigation (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.
- Describe any planned releases and roadmaps associated with expanding or improving the system in the future.

H. **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.

I. **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.

J. **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.

K. **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.

L. **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 pre-paid fees or a payment required upon execution of the Contract. However, the City will consider payment based on milestones, with payment directly associated to Contractor's successful completion of a task. Submission of invoices shall be directly associated to completion of deliverables, tasks, and/or services approved by ACCD. Fees associated with the first 12-month subscription and maintenance and support, will be paid upon the successful implementation of the cloud-based solution. Subsequent years' fees for subscriptions and maintenance and support will be paid annually at the start of each 12-month period.

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 applicable costs for the initial 12-month contract period and each of the extension options. If proposing milestone payments, submit as a supplemental to the cost proposal details of the task(s) the Contractor must successfully complete prior to submitting its invoice.

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
3	Functional Specifications	30
4	Prior Experience and Personnel	15
5	Supplemental Submittal Requirements	25
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. **Functional Requirements Proposed – 30 points**
   - Responses to Functional Requirements included in Section 0500, Scope of Work Appendix A

3. **Prior Experience and Personnel – 15 points**

4. **Supplemental Requirements Proposed – 25 points**
   - General
   - Project Management
   - Testing

- Implementation
- Training and System Documentation
- Support and Ongoing Services

5. **Local Business Presence – up to 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

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.