

CITY OF AUSTIN, TEXAS

Purchasing Office

REQUEST FOR PROPOSAL (RFP)

Offer Sheet

SOLICITATION NO: AAA0016

COMMODITY/SERVICE DESCRIPTION:

DATE ISSUED: April 14, 2008

Consulting Services for Implementation of ITIL v3 Processes:
Capacity, Availability, and Service Continuity Management

REQUISITION NO.: RQS-1100-08040101314

PRE-BID CONFERENCE TIME AND DATE: N/A

COMMODITY CODE: 91829

LOCATION: N/A

FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT:

PROPOSAL DUE PRIOR TO: April 29, 2008 at 2:00 pm.

Art Acuña

COMPLIANCE PLAN DUE PRIOR TO: N/A

PROPOSAL CLOSING TIME AND DATE: April 29, 2008 at 2:00 pm.

Senior Buyer

Phone: (512) 322-6307-Ext

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 310, AUSTIN, TEXAS 78701

It is the policy of the City of Austin to involve certified Minority Owned Business Enterprises (MBEs) and Woman Owned Business Enterprises (WBEs) in City contracting. MBE and WBE goals for this Solicitation are contained in Section 0900.

All Contractors and Subcontractors must be registered to do business with the City prior to submitting a response to a City Solicitation. Prime Contractors are responsible for ensuring that their Subcontractors are registered. Registration can be done through the City's on-line vendor registration system. [Log onto https://www.cityofaustin.org/purchase](https://www.cityofaustin.org/purchase) and follow the directions.

******* SUBMIT 1 ORIGINAL PROPOSAL 1 CD AND 5 SIGNED COPIES OF ALL REQUIRED DOCUMENTS*******

SOLICITATION TO:

Insert Vendor Name & Address

Signature of Person Authorized to Sign Offer

Signer's Name and Title: (please print or type)

FEDERAL TAX ID NO. _____

Date:

Company Name: _____

Address:

City, State, Zip Code _____

Phone No. ()

Fax No. ()

BELOW INFO MUST MATCH THE NAME AND ADDRESS ON INVOICE AND IN COMPANY PROFILE WITH CITY

Company "Remit To" Name: _____

Remit to Address:

City, State, Zip Code _____

Email Address _____

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All other Sections may be viewed at: <http://www.ci.austin.tx.us/purchase> by clicking the link to "Search for Solicitations", sign in if registered, register, or use public access to follow the links to "Business Opportunities" and "Search for Solicitation."

RETURN FOLLOWING DOCUMENTS WITH BID/PROPOSAL/QUOTE/RESPONSE/SUBMITTAL **

- | | |
|------------------------|--|
| • Cover Page | Offer Sheet |
| • Section 0600 | Bid Sheet(s) |
| • Section 0700 | Reference Sheet (if required) |
| • Sections 0800 - 0835 | Certifications and Affidavits (return all applicable Sections) |
| • Section 0900 | MBE/WBE Procurement Program Package or No Goals Utilization Plan |
| • Attachment A | Cost Matrix |

**** See also Section 0200, Solicitation Instructions, Section 0400, Supplemental Purchase Provisions, and Section 0500, Scope of Work/Specification, for additional documents that must be submitted with the Offer.**

NOTES:

The Vendor agrees, if this Offer is accepted within 180 calendar days (180)days unless a different period is inserted) after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

*** INCORPORATION OF DOCUMENTS.** Section 0100, Standard Purchase Definitions; Section 0200, Standard Solicitation Instructions; and Section 0300, Standard Purchase Terms and Conditions 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.ci.austin.tx.us/purchase/standard.htm>.

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office at the below address. 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.

When sending a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below.

P.O. Address for US Mail	Street Address for Hand Delivery or Courier Service
City of Austin	City of Austin, Purchasing Office
Purchasing Office	Municipal Building
P.O. Box 1088	124 W 8 th Street, Rm 310
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

Notes: Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

Unless authorized in the Solicitation, telegraphic or facsimile Offers will not be accepted.

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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 by 2:00 PM on April 21, 2008. Requests for explanations, clarifications or interpretations may be mailed to City of Austin c/o Austin Energy Purchasing Office, 721 Barton Springs Road, Austin Texas 78704, or faxed to (512) 322.6490, or sent by email to art.acuna@austinenenergy.com, to attention of Art Acuna, Senior Buyer. The fax must clearly identify the buyer's name and solicitation number. If sending by regular US mail, please mail in advance to allow enough time for written submittal to be received by the City prior to the deadline above.

The terms and conditions stated in this RFP shall constitute terms and conditions of the final contract with the successful Proposer after award. If any exceptions are taken by a Proposer to any term or condition of this RFP, the Proposer must clearly indicate each specific exception taken, include a full explanation of the reason for said exception, and include any proposed language for any alternative term as a separate attachment to the Proposal, stating clearly in writing that the Proposer's Contract or Legal staff have reviewed and proposed all such terms in the Proposer's exceptions. Proposer must also certify in their proposal, that its authorized agents have reviewed all terms and conditions of the RFP, and, except for any exceptions, have authority to bind Proposer to comply with all of the City of Austin's terms and conditions. The failure to identify exceptions or proposed changes with a full explanation and substitute language shall constitute acceptance by the Proposer of the Solicitation as proposed by the City. **The City reserves the right to reject a proposal containing exceptions, additions, qualifications or conditions not called for in the Solicitation. Additionally, all exceptions or supplemental terms and conditions proposed by a Proposer in response to any portion of this RFP but not submitted at the time required for submitting of the initial Proposal (i.e., the specified RFP closing date and time listed on the cover sheet of the Solicitation) shall be rejected and shall not form a part of any Contract with the City.**

2. **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.

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- iv. The Certificate of Insurance, and updates, shall contain the solicitation number and the Buyer's name and shall be mailed to the following address:

City of Austin Purchasing Office
Attn: [Art Acuña – AAA0017](#)
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 WC 420304, or equivalent coverage
- (b) Thirty (30) days Notice of Cancellation, Form WC 420601, 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 Injuries).
- (1) The policy shall contain the following provisions:
- (a) Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
- (b) Independent Contractor's Coverage.
- (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 Underground Coverage (X,C,U).
- (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:

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- (a) Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage
- (b) Thirty (30) days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage
- (c) The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage.

- iv **Professional Liability Insurance.** The Contractor shall provide coverage, at a minimum limit of \$1,000,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement.

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

- C. **Endorsements.** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

- D. **Certificate:** The following statement must be shown on the Certificate of Insurance.

The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies.

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

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

Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Energy
Attn:	Robbin Trusty
Address	721 Barton Springs Rd
City, State Zip Code	Austin, TX. 78704

- B. The Contractor agrees to accept payment by either credit card or bank draft 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.

4. **LIVING WAGES AND BENEFITS (applicable to procurements involving the use of labor)**

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- A. In order to help assure low employee turnover, quality services, and to reduce costs for health care provided to uninsured citizens, the Austin City Council is committed to ensuring fair compensation for City employees and those persons employed elsewhere in Austin. This commitment has been supported by actions to establish a "living wage" and affordable health care protection. Currently, the minimum wage for City employees is \$10.90 per hour. This minimum wage is required for any Contractor employee directly assigned to this City Contract, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. Additionally, the City provides health insurance for its employees, and for a nominal rate, employees may obtain coverage for their family members. Contractors must offer health insurance with optional family coverage for all Contractor employees directly assigned to this contract. Proof of the health care plan shall be provided prior to award of a Contract. In addition, an insurance certificate for Workers' Compensation Insurance Coverage must be provided if required by the solicitation.
- C. The City requires Contractors submitting Offers on this Contract to provide a signed certification (**see the Living Wages and Benefits Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$10.90 per hour and are offered a health care plan. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- D. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA). Basic employment records shall at a minimum include:
- i. employee's full name, as used for social security purposes, and on the same record, the employee's identifying symbol or number if such is used in place of name on any time, work, or payroll records;
 - ii. time and date of week when employee's workweek begins;
 - iii. hours worked each day and total hours worked each workweek;
 - iv. basis on which employee's wages are paid;
 - v. regular hourly pay rate;
 - vi. total daily or weekly straight-time earnings;
 - vii. total overtime earnings for the workweek;
 - viii. all additions to or deductions from the employee's wages;
 - ix. total wages paid each pay period; and
 - x. date of payment and the pay period covered by the payment.
- E. The Contractor shall provide with the first invoice and as requested by the Department's Contract Manager, individual Employee Certifications (**see the Living Wages and Benefits Employee Certification included in the Solicitation**) for all employees directly assigned to the contract containing:
- i. the employee's name and job title;
 - ii. a statement certifying that the employee is paid at a rate equal to or greater than the Living Wage of \$10.90 per hour;
 - iii. a statement certifying that the employee is offered a health care plan with optional family coverage.

Employee Certifications shall be signed by each employee directly assigned to the contract.

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- A. Contractor shall submit employee certifications quarterly with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract.
- G. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records identified in paragraph D above to verify compliance with this provision.

5. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING

- A. The Austin City Council adopted Ordinance No. 20071206-045 on December 6, 2007, adding a new Article 6 to Chapter 2-7 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services exceeding \$5,000. During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the person designated 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. The City requires Offerors submitting Offers on this Solicitation to provide a signed affidavit certifying 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 (**see the Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit included in the Solicitation**).

6. 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) _____ 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) _____ percent of the employee's annual compensation while employed by the Contractor.

7. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID)

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- A. Access to the (Austin Energy) 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 (Town Lake 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, including failure of a Criminal History background check. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's 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 Energy) 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.
8. **MONTHLY SUBCONTRACT AWARDS AND EXPENDITURES REPORT** (reference paragraph 18 in Section 0300) (applicable when an MBE/WBE Compliance Plan is required)
- A. The Contractor must submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager specified herein and to the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Mail the Purchasing Office Copy of the report to the following address:
- City of Austin
Purchasing Office
Attn: Contract Compliance Manager
P. O. Box 1088
Austin, Texas 78767
9. **PROJECT MANAGER**

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

Robbin Trusty

Town Lake Center
721 Barton Springs Road

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Austin, Texas 78704**

10. **Warranty – Software and Hardware Deliverables.**

(Replaces STANDARD PURCHASE TERMS Section 0300, item number 21) The Licensor warrants and represents that during the Warranty Period (defined below) all Deliverables, including Software and Hardware provided, licensed or sublicensed to the City under the Contract shall be free from material defects in design, workmanship or manufacture, will function substantially in accord with their documentation (which shall be furnished in both hard copy and CD-ROM upon execution of the Contract), and shall conform in all material respects to the specifications, drawings, and descriptions provided, to any samples furnished by the Licensor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards.

- A. The Licensor may not limit, exclude or disclaim the foregoing warranties or any warranty implied by law; and any attempt to do so shall be without force or effect.
- B. Unless otherwise specified in the Contract, the warranty period for any Software or Hardware shall be not less than one year from the date of Final Acceptance (defined infra) of the Deliverable or from the date of Acceptance of any replacement Deliverables (the "Warranty Period"). If during the Warranty Period, a defect or other event occurs such that one or more of the above warranties in this Section are breached, the Licensor shall promptly upon receipt of demand either use commercially reasonable efforts to correct the non-conforming Deliverables, or replace the non-conforming Deliverables with materially conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Licensor. The City shall endeavor to give the Licensor written notice of the breach of warranty within thirty (30) days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.

If City elects to allow Licensor to correct the non-conforming Deliverable and notifies Licensor before the expiry of the Warranty Period that the Software or Hardware does not function substantially as warranted, Licensor shall use commercially reasonable efforts, pursuant to the priority level of the problem, to rectify each such non-conformity within the Warranty Period if at all possible. If any such non-conformity has not been rectified by Licensor within the Warranty Period, the Warranty Period shall be extended until such non-conformity is rectified. In no event shall a Priority One level defect (defined as one in which the non-conforming Deliverable's lack of performance has caused loss of the functionality of the Software or Hardware, as applicable) continue, but shall be immediately addressed using Contractor's best efforts so as to maintain uninterrupted functionality, all as specified more completely in the accompanying contractual Statement of Work.

Licensor warrants that it will perform a standard virus check for known viruses prior to shipping the Software to City and that the Software is free of same. Additionally, Licensor warrants that it has not inserted any time bomb or time keys which disable the Software in whole or part, or any other disabling device into the Software.

Licensor warrants and represents that it has taken reasonable steps in accordance with its standard procedures to test the Licensed Programs for which a license is granted hereunder for spyware and malware code and for code that collects and/or distributes information without Licensee's or the actual user's consent (hereafter referred to as "Invasive Code"); that to Licensor's best knowledge the Licensed Programs are free of Invasive Code as of the date of

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delivery by Licensor, and that Licensor will continue to take such reasonable steps with respect to future enhancements or modifications to the Licensed Programs.

- C. If during the Warranty Period, a Priority One level defect remains uncorrected for more than twelve (12) hours from the time the defect occurs, then the City may (at its sole discretion) obtain an immediate refund of all money paid by the City for the non-conforming Deliverables, ie., a complete refund if the entire system or application is non-functional; provided, however, that in addition to (and notwithstanding the foregoing) the City may seek any other remedy available under this Contract.
- D. If the Licensor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Licensor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Licensor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.

11. Warranty - Services.

(Replaces STANDARD PURCHASE TERMS Section 0300, item number 22). The Licensor warrants and represents that all Services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

- a. The Licensor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
- b. Unless otherwise specified in the Contract, the warranty period shall be not less than one year from Acceptance of the Services. If during the warranty period, one or more of the above warranties are breached, the Licensor shall promptly upon receipt of demand perform the Services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Licensor. The City shall endeavor to give the Licensor written notice of the breach of warranty within thirty (30) days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

If, during the Warranty Period, the Licensor is unable or unwilling to perform its Services in accordance with the above standard as required by the City as set forth in this Section, then in addition to any other available remedy, the City may reduce the amount of Services it may be required to purchase under the Contract from the Licensor, and/or purchase conforming Services from other sources. In such event, the Licensor shall refund the amount(s) paid to the Licensor for such Services.

12. Termination for Cause: Default by Licensor.

(Replaces STANDARD PURCHASE TERMS Section 0300, item number 27). In the event of a material default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective thirty (30) business days after the date of such notice, unless the Contractor, within such thirty (30) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. If the termination of this Contract results from a breach of any material obligation of Contractor hereunder, no further payment shall be due by the City from the effective date of termination. Upon termination of this Contract by the City due to Contractor's breach, provided the City has paid Contractor all license fees due and owing for its then current use of the Software, the City shall have the right to continue to use the Software. Finally, in the event of a default by the Contractor, the City may remove the Contractor from the City's vendor list for three (3) years and any Offer

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submitted by the Contractor may be disqualified for up to three (3) years. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

Contractor actions that may be considered a material default include, but are not limited to:

1. Withdrawal or announcing an intention to withdraw from the marketplace for work of the type called for under the Contract. Contractor shall notify Purchaser in writing within five (5) calendar days of its intention to withdraw from the marketplace.
2. Refusing or neglecting to supply sufficient engineers, programmers, and other skilled personnel; acceptable materials of specified quantity; or equipment necessary to perform the Work hereunder.
3. Failing in any respect to prosecute any portion of the Work hereunder with promptness, diligence, or in accordance with all of the provisions set forth herein. Contractor shall notify Purchaser in writing within five (5) calendar days of its failure to prosecute any portion of the Work.
4. Going into liquidation, bankruptcy either voluntary or involuntary, or compromise with its creditors, or becoming insolvent.

13. Termination for Cause: Default by City.

(Replaces STANDARD PURCHASE TERMS Section 0300, item number 27). In the event of a default by the City for non-payment of fees, Licensor shall have the right to terminate the Contract for cause, by written notice effective sixty (60) business days after the date of such notice, unless the City, within such sixty (60) day period, cures such default, or provides evidence sufficient to prove to the Licensor's reasonable satisfaction that such default does not, in fact, exist.

14. Termination Without Cause; Termination for Non-Appropriation.

(Replaces STANDARD PURCHASE TERMS Section 0300, item number 28) The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) days' prior written notice. Upon receipt of a notice of termination, the Licensor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Licensor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and Services performed and obligations incurred prior to the date of termination in accordance with the terms hereof. Additionally, despite such termination, the City shall have the right to continue using the Software, providing the City has paid Licensor the license fee for the Software. The City shall also have the right to terminate for non-appropriation of funds.

15. Warranties by Licensor Against Infringement; Indemnification.

(This item replaces STANDARD PURCHASE TERMS Section 0300, item no. 36.) The Licensor represents and warrants to the City that: (i) the Licensor possesses good and indefeasible title to the Software, and shall provide the City good and indefeasible license or sublicense to the Deliverables (including Software) and (ii) the Deliverables supplied by the Licensor in accordance with the specifications in the Contract do not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; (iii) that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and (iv) the Licensor does not know of any valid basis for any such claims. The Licensor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise of the rights associated with the City's ownership, license rights, or its use of the Deliverables as set forth in this Contract infringes the intellectual property rights of any third party; or (ii) the Licensor's breach of any of Licensor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have

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the right to monitor such claim at its own expense or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Licensor agrees that the City's specifications regarding the Deliverables shall in no way diminish Licensor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Licensor. If a claim described above may be or has been asserted, City shall permit Licensor, at Licensor's expense, to provide one of the following remedies in the following prioritized order, all at no additional cost to City: (i) procure the right to continue using the Deliverable; or (ii) replace or modify the Deliverable to eliminate the infringement while providing substantially equivalent functional performance. If Licensor remedies the claim by providing City replacement Deliverables, City may reject such option, if in its sole judgment, the replacement Software does not provide equivalent functional performance.

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1. PURPOSE

- 1.1 The purpose of this Request for Proposal (RFP) is to procure services from a qualified contractor to develop a detailed operational plan for the implementation of Capacity, Availability, and IT Service Continuity Management based on the Information Technology Infrastructure Library, version 3 (hereinafter referred to as “**ITIL v3**”) best practice framework and in compliance with ISO 20000 standards. This plan will be produced for the City of Austin’s (hereinafter referred to as the “**City**”) community-owned electric utility, Austin Energy (hereinafter referred to as “**AE**”). This project is specific to the Information Technology and Telecommunications (hereinafter referred to as “**ITT**”) business unit within AE.
- 1.2 The City seeks proposals in response to this RFP from qualified firms *experienced in implementing* an operational level ITIL v3 and ISO 20000 compliant IT Service Management (ITSM) System, specifically Capacity, Availability, and IT Service Continuity Management processes.
- 1.3 The City seeks proposals in response to this RFP from qualified firms *experienced in providing consultation* on operational implementation methodology of an ITIL v3 and ISO 20000 compliant IT Service Management (ITSM) program, specifically Capacity, Availability, and IT Service Continuity Management processes.
- 1.4 The City seeks proposals in response to this RFP from qualified firms with ITIL Accredited training programs and ITIL Certified Service Managers (Master’s level) on staff.

2. BACKGROUND

Overview of Austin Energy

- 2.1 AE is the City’s community-owned electric utility that serves a population of approximately 880,000 people and delivers electricity to an average of 380,000 customers within its service area. AE is one of 37 City departments including a Convention Center, an international airport, a water utility, police, EMS and fire departments. For business reasons, AE, although a City department, staffs its own ITT business unit, separate from the City communications and technology business unit. AE employs approximately 1500 full-time employees as of April 2007.
- 2.2 The governance structure of AE ITT consists of business unit steering committees and technology councils (architecture, security, disaster recovery, and business systems analyst) under the authority of a technology leadership team. AE’s Chief Information Officer chairs the technology leadership team and reports to the AE Executive Team headed by the AE General Manager, who in turn reports to the City Manager. Additionally, a production control meeting is in place.
- 2.3 AE ITT employees approximately 120 full-time, permanent staff. ITT is comprised of six functional work groups:

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- Customer Relationship Management Services
 - Relationship Management
 - Business Operations Support
 - Technology Control Center (Service Desk)
- Data, Development and Architecture Services
 - Database Management and Data Architecture
 - Software Architecture, Design, and Development
 - Enterprise Application Development and Integration
- Enterprise Network and Engineering Services
 - Fiber Optic Systems Operations
 - Wireless Network Systems
 - Network Systems Operations
 - Network Systems Security
 - Telephony/Voice Operations
- Enterprise Systems and Engineering Services
 - Client Technology Operations
 - Server/Host Operations
 - N-Tier Services
 - Data Center Mgmt. and Disaster Recovery Planning Services
- Project Management Office
 - Enterprise Project Management
 - Enterprise Business Analyst
 - Portfolio Support and Contract Administration
 - CIS Program Management
- Web and Quality Management Services
 - Web/Portal
 - Quality Management Services
 - Administration

2.4 AE ITT embarked on ITIL implementation in the fall of 2004, starting with the formation of a Quality Management Services (QMS) group, consisting of up to five employees allocated at approximately 60% to the ITSM implementation project. At the same time, ITT employees began ITIL training. To date, the vast majority of ITT's employees have received Awareness or Foundations training. Twelve employees have been trained at the Practitioner level in at least one process: Service Desk, Incident, Problem, Change, Configuration, Release, Service Level and Capacity Management.

In 2005 QMS conducted an ITIL self-assessment, wrote a high-level project plan, defined roles and skill sets, trained ITT staff on the CA Service Desk application, and developed and trained staff on standards and templates for documenting procedures. QMS later facilitated an in-depth ITIL assessment conducted by an external consultant, wrote a detailed ITSM implementation project plan based on the assessment results, and named Process Managers and Process Leads.

In 2006, QMS wrote subproject plans for Knowledge Management, Service Desk/Incident Management, and Service Level Management. QMS and ITT implemented and began populating a knowledge base, defined Service Desk reporting requirements, developed and trained ITT staff on service request documentation standards, defined ticket types, developed and deployed an ITT

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Service Catalog, and developed a corporate service level agreement document along with OLA and SLA templates.

In 2007, QMS piloted call priority definitions, response and resolution timeframes, and an escalation process for service requests and OLAs. An external consultant, along with ITT staff, developed process and procedures for Change, Configuration, Release, and Problem Management. QMS is currently facilitating the implementation of these processes. At this time, ITT is ready to begin development and implementation of operational level processes and procedures for Capacity, Availability, and IT Service Continuity Management.

3. SCOPE OF WORK

3.1 **Title of the Project:** Consulting Services for Implementation of ITIL v3 Processes: Capacity, Availability, and IT Service Continuity Management

3.2 **Objectives:** The objectives of the project are to:

- 3.2.1 Assess the variance between (1) AE ITT's current processes for Capacity, Availability, and IT Service Continuity Management and (2) both ITIL v3 framework and ISO 20000 standards. Make recommendations for remedial actions.
- 3.2.2 Determine and document WHAT processes and procedures to implement for Capacity, Availability, and IT Service Continuity Management and HOW TO implement those activities in order to comply with ITIL v3 best practices and ISO 20000 standards.
- 3.2.3 Transfer knowledge of WHAT and HOW TO implement Capacity, Availability, and IT Service Continuity Management initiatives to AE ITT ITIL process teams.

3.3 Implementation

Proposers shall propose all required services, on an end-to-end basis, to meet the requirements of this RFP. Documented materials shall comply with specifications set forth by AE ITT QMS.

The City expects that the Proposers will propose and plan for a standard set of launch activities normally required to implement ITSM system components including but not limited to the activities listed in section 3.3. For each of these and any other planned major activities, the Contractor is to accomplish the following:

3.3.1 Conduct gap analysis, recommend remedial actions, and determine maturity levels of Capacity, Availability, and IT Service Continuity Management.

- 3.3.1.1 Review ITT's 2006 OGC assessment documentation regarding Capacity, Availability, and IT Service Continuity Management which correlates the position of ITT compliance with ITIL best practice standards.

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- 3.3.1.2 Conduct interviews with each process team for Capacity, Availability, and IT Service Continuity Management to assess compliance with ITIL v3 framework and ISO 20000 standards.

Process teams are generally comprised of one Process Manager, one Process Lead, and two to three representatives from the Quality Management team. Ideally, interviews would last no longer than 1½ hours per process. It is expected that the Contractor shall be on site to perform interview activities.

- 3.3.1.3 Document review findings, including maturity levels for each process, areas of compliance and noncompliance with ITIL v3 framework and ISO 20000 standards, and recommended actions to remedy the gaps identified.

These activities are exclusive of all other tasks or consulting hours listed in this RFP. Proposer shall specify the estimated time allotted for all activities occurring in section 3.3.1.

3.3.2 Provide “Implementation Roadmap” including documentation of key concepts, business processes, and detailed procedures for Capacity, Availability, and IT Service Continuity Management, based on ITIL v3 and ISO 20000 standards.

- 3.3.2.1 For Capacity, Availability and IT Service Continuity Management, provide a report for each process outlining:

- purpose
- goals
- objectives
- scope
- benefits
- policies
- key performance indicators
- metrics (measures per time period)
- reports
- management information
- critical success factors
- tools
- roles and responsibilities
- RACI chart

- 3.3.2.2 For Capacity, Availability, and IT Service Continuity Management, provide a flow chart for each process representing:

- process
- subprocesses
- procedures
- inputs
- outputs
- responsible roles

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3.3.2.3 For Capacity, Availability and IT Service Continuity Management, provide documentation for each procedure of each process outlining:

- goals
- benefits
- description
- entry criteria
- exit criteria
- inputs
- outputs
- roles
- assets/tools
- detailed procedure activities (with associated responsible role)
- verification criteria
- management review criteria
- escalation criteria
- risks
- metrics (measurements, frequency, objective)
- controls (based on COBIT)
- records and outputs

3.3.2.4 Provide example documents to support development of processes: Capacity Plan, Availability Plan, and IT Service Continuity Plan.

These activities are exclusive of all other tasks or consulting hours listed in this RFP. Proposer shall specify the estimated time allotted for all activities occurring in section 3.3.2.

3.3.3 Conduct knowledge transfer of Capacity, Availability, and IT Service Continuity Management implementation and integration.

3.3.3.1 Meet on-site with process teams for Capacity, Availability, and IT Service Continuity Management to impart sufficient guidance and practical experience for AE personnel to operationally implement and maintain these processes, per ITIL v3 and ISO 20,000 standards:

- Meet separately with each process team (all team members together in one meeting per process) to review the *Implementation Roadmap* and discuss responsibilities regarding HOW TO implement and maintain these three ITIL v3 processes per ITIL v3 framework, ISO 20000 standards and AE ITT organizational structure.
- Meet as one comprehensive group with members of all ITIL v3 process teams to discuss HOW TO integrate Capacity, Availability, and IT Service Continuity Management processes with other ITIL v3 processes per ITIL v3 framework, ISO 20000 standards and AE ITT organizational structure.

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The intent of the knowledge transfer is for AE ITT staff to receive in-depth consultation regarding the end-state and the path. The consultation and knowledge transfer must be actionable and robust enough to ensure that ITT staff is fully equipped to implement and integrate Capacity, Availability, and IT Service Continuity Management processes per ITIL v3 and ISO 20000 standards. AE ITT is seeking detailed, practical, achievable, customized and experience-based 'how-to' steps along with all other requested documentation to implement the framework.

AE ITT QMS will distribute, collect, and analyze evaluations of the knowledge transfer performed by the contractor. Evaluations will measure satisfaction with the knowledge transfer on a 1 – 10 point scale. Scores of 7 – 10 will be considered favorable. If unfavorable scores (1 - 4) are received, contractor will meet with team member(s) to improve satisfaction.

These activities are exclusive of all other tasks or consulting hours listed in this RFP. Proposer shall specify the estimated time allotted for all activities occurring in section 3.3.3.

4. PROGRESS REPORTS

- 4.1 The Contractor shall submit weekly, or as otherwise agreed upon by AE and the Contractor, progress reports to the Contract Administrator appointed by AE. The reports shall describe significant achievements and problems that have potential effect on schedule or costs. The reports should be sufficiently detailed to assure that directions being pursued are consistent with those established by AE.

5. DELIVERABLES

Deliverables shall include:

- 5.1 Document outlining the gap analysis, recommended remedial actions, and current maturity levels of Capacity, Availability, and IT Service Continuity Management as specified in Section 3.3.1.
- 5.2 *Implementation Roadmap* for Capacity, Availability, and IT Service Continuity as specified in Section 3.3.2.
- 5.3 Examples of Capacity Plan, Availability Plan, and IT Service Continuity Plan, such as specified in 3.3.2.4.
- 5.4 Documented agendas, minutes, attendance sheets, and favorable average scores on evaluations from process team meetings as specified in Section 3.3.3.

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6. DOCUMENTATION

- 6.1 Contractor is required to provide one paper copy and electronic format copies of all proposals, deliverables, and other documentation created as part of the contract.

7. WORKSPACE, COMMUNICATION & EQUIPMENT REQUIREMENTS

The City is prepared to provide a reasonable amount of workspace to Contractor personnel to include voice and electronic communication capabilities, printing and copying facilities, and office furniture. The City will make every attempt to accommodate Contractor personnel within reason. *There shall be no expectation that the City will provide administrative services to on-site Contractor personnel.*

No computer may be attached to the AE network without express permission of AE.

- 7.1 Connectivity to any external network is prohibited while connected to AE's or COA's corporate network.

8. PROJECT MILESTONES

- 8.1 Payment will be made in accordance with completion and acceptance of each milestone of this Milestone Deliveries and Payments Schedule unless otherwise negotiated. "Final Acceptance" shall mean the acceptance and sign-off by the City's Project Manager that the ITSM program consultation services provided substantially meet or exceed all of the requirements specified in the RFP and resulting contract.

	Milestone	Payment Level
1.	City acceptance of documented gap analysis, remedial actions and maturity levels of AE ITT's Capacity, Availability, and IT Service Continuity Management processes	20% of the total contract amount
2.	City acceptance of <i>Implementation Roadmap</i> for Capacity, Availability, and IT Service Continuity Management processes and supporting examples of process plans	40% of the total contract amount
3.	City acceptance of agendas, attendance sheets, minutes and favorable average results on evaluations from the knowledge transfer meetings with ITIL v3 process teams	40% of the total contract amount

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1. PROPOSAL FORMAT

- It is permissible for the Proposer to omit options from the proposal, but there must be a statement of the reasons that the Proposer did not submit that option (i.e., technical considerations, not an industry accepted standard, etc.).
- Proposal formats shall be in the 2003 versions of Microsoft Word, Excel, Office Project, or Visio. Proposers shall submit one (one) original proposal (label original) and five (5) hard copies of all Proposal Documents and one soft copy in CD format.
- Proposals are to be prepared on standard 8 1/2" x 11" paper. Foldouts containing charts, spreadsheets, and oversize exhibits are permissible. For the Proposal non-electronic copies, the pages should be placed in a binder with tabs separating the major sections of the proposal. Manuals and other reference documentation may be bound separately.
- **The proposal itself shall be organized in the following format and informational sequence.**

1A: Executive Summary

The Proposer shall provide an **Executive Summary** of three (3) pages or less, which gives in brief, concise terms, a summation of the proposal.

1B: Business Organization:

- State full name and address of your organization and identify parent company if you are a subsidiary.
- Specify the branch office or other subordinate element which will perform, or assist in performing, work herein.
- Indicate whether you operate as a partnership, corporation, or individual.
- Include the State in which incorporated or licensed to operate.

1C: System Concept and Solution:

- Define in detail your understanding of the requirement presented in the Scope of Work of this request for proposal and your system solution. Maintain the numbering format of the Scope of Work section when responding to each requirement.
- Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal.

1D: Program:

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- Describe your technical plan for accomplishing required work. The City expects a best-effort customization of any standard launch plans.
- Include such time-related displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and decision points related to the Statement of Work and your plan for accomplishment. Specifically indicate:
 - i. A description of your work program by tasks. Detail the steps you will take in proceeding from Task 1 to the final tasks. Include all tasks to be performed by the Proposer and all tasks to be performed by the City.
 - ii. A project plan with expected task duration, specified deliverables, the points at which written deliverable reports will be provided, and identified resources.
 - iii. A statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities. The Proposer must state his compliance with terms of this Request for Proposal.

1E: Project Management Structure:

- Provide a general explanation and Project Organizational Chart which specifies project leadership and reporting responsibilities; and interface the team with City project management and team personnel.
- For each team member, provide the following information ON THE ORG CHART: Name, Title/Function, Company, % on Site, Approx. Total Hours Resource Assigned to the Project.
- If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.

1F: Prior Experience:

- The Proposer must demonstrate experience in providing specific, measurable objectives and actionable procedures in a project plan for the implementation of Capacity, Availability, and IT Service Continuity Management in compliance with ITIL best practices and ISO 20000 standards.
- Proposer must provide references for up to three (3) contracts of comparable type that it has been awarded in the last 4 years. Strong preference is for Capacity, Availability, and IT Service Continuity Management implementations based on ITIL best practices and ISO 20000 standards for information technology and telecommunication environments, with favorable consideration also given to government or energy industries.
- Supply at minimum the following information for each of the three reference projects in this format. Describe only one project per page:
 - i. Project Title
 - ii. Business Sector (e.g. Information Technology, Government; Electric Industry; Gas; etc.)
 - iii. Client Company, Branch and Location for which service was performed
 - iv. Project Duration and Month/Year Completed

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- v. Reference Name, Title, Relationship to Project, current address, e-mail address, and phone number. Strong preference that this individual be the principal person for whom prior projects were accomplished and who had hands-on dealings with the project.
- vi. Short Project Description
- vii. Proposer's Role in the Project
- viii. Personnel assigned to the Reference Project that are being proposed for the City Project: role(s) of each on the Reference Project

1G: Personnel:

- Provide resumes of qualifications for all personnel assigned to the Project. Clearly indicate title and relevant experience. Clearly indicate the name of the company of each person to be deployed on this project. The City, at a minimum, expects that the proposed Project Manager has recent (within the last two years) project management experience implementing an ITIL based quality system.
- In addition to resumes, provide role title and description of duties for each individual you propose for this project. Clearly indicate the percentage of time each person is to be deployed on this project.

1H: Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying:

- i. Proposers, including their officers, owners, agents, representatives, subconsultants, employees, or parties in interest:
 - (1) shall not in any way collude, conspire or agree, directly or indirectly, with any person, firm, corporation or other Proposer or potential Proposer in regard to the amount of their proposal or the terms or conditions of their proposal.
 - (2) shall not pay, or agree to pay, directly or indirectly any person, firm, corporation or other Proposer or potential Proposer, any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for fixing the prices in the proposal or the proposal of any other Proposer. Proposers shall not pay money or anything of value in the future for these purposes.
 - (3) shall certify that none of the deciding factors set forth in the request for proposal or in the subsequent agreement were their idea or the idea of anyone representing their company, unless the suggestion was made at a meeting open to all Proposers, which all Proposers had notice of.
 - (4) must attest that they had no involvement in the development, preparation, evaluation, or other decision making process for this solicitation, and that should the Proposer receive a contract award in response to their proposal, no agent, representative, consultant or subconsultant affiliated with the Proposer, who may have been involved in the development, preparation or evaluation or other decision making process for this solicitation, will have any financial interest, direct or indirect, in said contract.
 - (5) must state that there are no other potential or actual conflicts of interest regarding this solicitation.

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- (6) shall certify that no officer or stockholder of their company is an employee of the City of Austin, or an employee of any elected official of the City, or is related to any employee or elected official of the City of Austin.
- (7) shall not have undertaken or will not undertake any activities or actions to promote or advertise their proposal to any member of any City Commission reviewing the proposals, member of the Austin City Council or City staff except in the course of City-sponsored inquiries, briefings, interviews or presentations between the date that the Request for Proposal was issued and the date of award by City Council.
- ii. Proposers shall sign and return with their proposal, the affidavit of Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying located in section 0805 herein.

1I: Proposal Acceptance Period:

All proposals must include a statement that they are valid for a minimal period of one hundred and twenty (180) days subsequent to the RFP closing date.

1J: 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.

1K: Authorized Negotiator:

Include name, address, and telephone number of person in your organization authorized to negotiate contract terms and render binding decisions on contract matters.

1L: 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.
- Document cost proposal in the Cost Matrix template (see Attachment A).
- i. Personnel. Itemize to show the following for each category of personnel with separate hourly rates:
 - (1) Project title of each individual
 - (2) Projected total project hours this individual will perform on this project

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- (3) % of total hours assigned that will be performed on site at the City
- (4) total cost
- ii. Itemize cost of supplies and materials
- iii. Other itemized direct costs
- iv. If applicable, general and administrative burden. Indicate base used, percentage, and total cost relative to this procurement.
- v. Travel expenses:
 - Include travel cost with proposal cost.
 - All travel for which Vendor expects reimbursement must be pre-approved by AE's Contract Administrator or designee.
 - City shall reimburse contractor for actual out-of-town travel expenses incurred for food, lodging and transportation, hotel and flight accommodations in accordance with the City's Travel Policy and the Runzheimer Meal-Lodging Index. Meals in Austin shall be reimbursed at a per diem rate of \$42; no receipts are required.
 - All invoices must be accompanied by copies of receipts (hotel bills, airline tickets, etc.).
 - No reimbursement will be made for expenses not actually incurred.
 - The City's judgment shall prevail in any dispute arising over the reasonableness of such expense.
- vi. Printing. State separately the cost of furnishing copies of the final report (if applicable).
- vii. Total cost schedule.

2. EXCEPTIONS:

The terms and conditions stated in this RFP shall constitute terms and conditions of the final contract with the successful Proposer after award. If any exceptions are taken by a Proposer to any term or condition of this RFP, the Proposer must clearly indicate each specific exception taken, include a full explanation of the reason for said exception, and include any proposed language for any alternative term as a separate attachment to the Proposal, stating clearly in writing that the Proposer's Contract or Legal staff have reviewed and proposed all such terms in the Proposer's exceptions. Proposer must also certify in their proposal, that its authorized agents have reviewed all terms and conditions of the RFP, and, except for any exceptions, have authority to bind Proposer to comply with all of the City of Austin's terms and conditions. The failure to identify exceptions or proposed changes with a full explanation and substitute language shall constitute acceptance by the Proposer of the Solicitation as proposed by the City. **The City reserves the right to reject a proposal containing exceptions, additions, qualifications or conditions not called for in the Solicitation. Additionally, all exceptions or supplemental terms and conditions proposed by a Proposer in response to any portion of this RFP but not submitted at the time required for submitting of the initial Proposal**

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFP – AAA0016
CONSULTING SERVICES FOR IMPLEMENTATION OF ITIL V3 PROCESSES:
CAPACITY, AVAILABILITY, AND SERVICE CONTINUITY MANAGEMENT**
(i.e., the specified RFP closing date and time listed on the cover sheet of the Solicitation) shall be rejected and shall not form a part of any Contract with the City.

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 City shall be the sole responsibility of the Proposer.

4. EVALUATION FACTORS AND AWARD

4A: Competitive Selection:

This procurement will comply with applicable City of Austin Policy. Evaluation factors outlined in Paragraph B below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the successful Proposer. 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.

4B: Evaluation Factors:

- i. 100 points.
 - (1) Demonstrated Corporate Experience and Qualifications (25 points)
 - (2) Demonstrated Personnel Experience and Qualifications (25 points)
 - (3) Proposed Project Concept and Solutions (30 points)
 - (4) Total Evaluated Cost (20 points)
- ii. Interviews, optional. Interviews may be conducted at the discretion of the City. Maximum 25 points.

4C: Contract Preparation:

The contract shall be prepared under the direction of the City, and shall incorporate all applicable provisions. A firm fixed-price or not-to-exceed contract is contemplated, with progress payments as mutually determined to be appropriate. These payments shall be based upon milestones completed as shown in the scope of work and will include travel.

**CITY OF AUSTIN
PURCHASING OFFICE
REFERENCE SHEET**
Please Complete and Return This Form with the Offer

SOLICITATION NUMBER: AAA0016

OFFEROR'S NAME: _____ **DATE:** _____

The Offeror shall furnish, with the Offer, the following information, for at least five (5) recent customers to whom products and/or services have been provided that are similar to those required by this Solicitation.

1. Company's Name _____
Name of Contact _____
Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number () Fax Number ()
2. Company's Name _____
Name of Contact _____
Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number () Fax Number ()
3. Company's Name _____
Name of Contact _____
Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number () Fax Number ()
4. Company's Name _____
Name of Contact _____
Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number () Fax Number ()
5. Company's Name _____
Name of Contact _____
Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number () Fax Number ()

City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION
SOLICITATION NO. AAA0016
CONSULTING SERVICES FOR IMPLEMENTATION OF ITIL V3 PROCESSES:
CAPACITY, AVAILABILITY, AND SERVICE CONTINUITY MANAGEMENT

I hereby certify that our firm conforms to the City Code, TITLE 5, Chapter 5-4: Discrimination in Employment by City Contractors, § 5-4-2, Discriminatory Employment Practices Prohibited as reiterated below:

The Contractor has agreed:

- (1) Not to engage in any discriminatory employment practice defined in Chapter 5-4;
- (2) To take affirmative action to ensure that applicants are employed and that employees are treated during employment, without discrimination being practiced against them as defined in Chapter 5-4. Such affirmative action shall include, but not be limited to, employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training or any other terms, conditions, or privileges of employment;
- (3) To post in conspicuous places, available to the employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provision of Chapter 5-4;
- (4) To state in all Solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age;
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to the Contractors in which such union or organization has agreed not to engage in any discriminatory employment practices as defined in Chapter 5-4 and to take affirmative action to implement the policies and provisions of that Chapter;
- (6) To cooperate fully with the City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practice is being carried out; and
- (7) To require that all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they not engage in any discriminatory employment practice as defined Chapter 5-4.

Contractor's Name:

Signature of Officer
or Authorized
Representative:

Date:

Printed Name:

Title

City of Austin, Texas
NON-SUSPENSION OR DEBARMENT CERTIFICATION
SOLICITATION NO. AAA0016
CONSULTING SERVICES FOR IMPLEMENTATION OF ITIL V3 PROCESSES:
CAPACITY, AVAILABILITY, AND SERVICE CONTINUITY MANAGEMENT

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name:

Signature of Officer
or Authorized
Representative:

Date:

Printed Name:

Title

**CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT
SOLICITATION NO. AAA0016**

**FOR
CONSULTING SERVICES FOR IMPLEMENTATION OF ITIL V3 PROCESSES:
CAPACITY, AVAILABILITY, AND SERVICE CONTINUITY MANAGEMENT**

State of Texas

County of Travis

The undersigned “Affiant” is a duly authorized representative of the Offeror for the purpose of making this Affidavit, and, after being first duly sworn, has deposed and stated and hereby deposes and states, to the best of his or her personal knowledge and belief as follows:

The term “**Offeror**”, as used herein, includes the individual or business entity submitting the Offer and for the purpose of this Affidavit includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and anyone or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

1. **Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:
 - a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
 - b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.
2. **Preparation of Solicitation and Contract Documents.** The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
3. **Participation in Decision Making Process.** The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract hereunder, no individual, agent, representative, consultant, subcontractor, or subconsultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
4. **Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.
5. **City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.
6. **Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:
 - a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;

**CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT**

- b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$250 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that OWNER is considering doing business with the Offeror.
- c. as required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7th) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:
<http://www.ci.austin.tx.us/cityclerk/coi.htm>

There are statutory penalties for failure to comply with Chapter 176.

If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation in the space provided below or, as necessary, on separate pages to be annexed hereto.

7. **Anti-Lobbying Ordinance.** As set forth in the Solicitation Instructions, Section 0200, paragraph 7N, between the date that the Solicitation was issued and the date of full execution of the Contract, Offeror has not made and will not make a representation to a member of the City Council, a member of a City Board, or any other official, employee or agent of the City, other than the Authorized Contact Person for the Solicitation, except as permitted by the Ordinance.

OFFEROR'S EXPLANATION:

Contractor's Name: _____

Printed
Name: _____

Title _____

Signature of Officer or Authorized Representative: _____

Subscribed and sworn to before me this ____ day of _____, 20____.

Notary Public

My Commission Expires _____

CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS CONTRACTOR CERTIFICATION
(Please duplicate as needed)

SOLICITATION NO. AAA0016

Pursuant to the Living Wages and Benefits 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 \$10.90 per hour.

I hereby certify under penalty of perjury that all of the below listed employees of the Contractor who are directly assigned to this contract:

- (1) are compensated at wage rates equal to or greater than \$10.90 per hour; and
- (2) are offered a health care plan with optional family coverage.

Employee Name	Employee Job Title

- (2) all future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$10.90 per hour and offered a health care plan with optional family coverage.
- (3) 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 employee affected the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment.

Contractor's Name: _____

Signature of Officer
or Authorized
Representative: _____

Date: _____

Printed Name: _____

Title _____

**CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION**

Contract Number:	Description of Services: Consulting Services for Implementation of ITIL v3 Processes:
Contractor Name: Insert Contractor's Name	

Pursuant to the Living Wages and Benefits provision of the contract (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 \$10.90 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify under penalty of perjury that I am directly assigned to this contract and that I am:

- (1) compensated at wage rates equal to or greater than \$10.90 per hour; and
- (2) offered a health care plan with optional family coverage.

Employee's Title: Insert Employee's Title	
Signature of Employee	Date
Type or Print Name Insert Employee's Name	

(Witness Signature)

(Printed Name)