



Request for Proposal for Security Patch Management Services

Date of Release: April 16, 2019

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1. General Information

1.1. Request for Proposal (RFP) Objective

The purpose of this Request for Proposal is to establish a strategic sourcing partnership to assist ERCOT with its patch management process in tracking, evaluating and determining the final disposition for applicable patches associated with IT devices, installed software, operating systems and firmware. ERCOT's objective is to leverage a qualified service that simplifies, streamlines and mitigates risks from security vulnerabilities, while ensuring reliability and meeting NERC CIP compliance requirements.

1.2. ERCOT Background

1.2.1. Overview of Electric Reliability Council of Texas, Inc.

The Electric Reliability Council of Texas (ERCOT) manages the flow of electric power to 24 million Texas customers, representing about 90 percent of the state's electric load. As the independent system operator for the region, ERCOT schedules power on an electric grid that connects more than 46,500 miles of transmission lines and 570+ generation units. ERCOT also performs financial settlement for the competitive wholesale bulk-power market and administers retail switching for 7 million premises in competitive choice areas. ERCOT is a membership-based 501(c)(4) nonprofit corporation, governed by a board of directors and subject to oversight by the Public Utility Commission of Texas and the Texas Legislature. Additional information about ERCOT can be found at <http://www.ercot.com/>.

1.3. Strategic Elements

1.3.1. Contract Term

ERCOT intends to award a contract resulting from this solicitation for an initial term from date of award through December 31, 2024, or as necessary to fulfill the goals of this Request for Proposal (RFP).

Any contract issued as a result of this solicitation is subject to cancellation, without penalty, either in whole or in part, for breach of contract. Such a contract may also be canceled by ERCOT for convenience upon a thirty- (30) day written notice.

1.3.2. Contract Elements

The term "contract" means the contract was awarded as a result of this RFP and all exhibits attached hereto. At a minimum, the following documents will be incorporated into the contract: this RFP and all attachments and exhibits; any modifications, addendum, or amendments issued in conjunction with this RFP; and the successful Respondent's proposal. The Respondent, if selected, must execute ERCOT's Master Agreement. The actual work to be performed and the compensation for such work will be documented in a Statement of Work. If the Respondent currently has an active Master Agreement with ERCOT, only a new Statement of Work will be required.

1.4. Basic Philosophy: Contracting for Results

ERCOT'S fundamental commitment is to contract for value and successful results. A successful result is denoted as the generation of defined, measurable, and beneficial outcomes that support ERCOT's missions, objectives, and goals, and satisfies all defined contract requirements.

1.5. Legal and Regulatory Constraints

1.5.1. Conflicts of Interest

ERCOT seeks to ensure a level playing field in the award of the contract. ERCOT has implemented an aggressive policy concerning actual or potential conflicts of interest to ensure fair and open competition, and has included language concerning actual and potential conflicts of interest in Section 8 of the Master Agreement. Respondents must carefully review and understand this language when developing proposals.

1.5.2. Former Employees of ERCOT

The Respondent must disclose any past employment of its employees and agents, or its Subcontractors' employees and agents, by ERCOT, including the individual's name and the date such individual's employment at ERCOT ended.

1.5.3. Interpretive Conventions

Whenever the terms "shall," "must," "or "is required" are used in this RFP in conjunction with a specification or performance requirement, the specification or requirement is mandatory for the potential vendor. ERCOT may, at its sole discretion, reject any proposal that fails to address or meet any mandatory requirement set forth herein.

Whenever the terms "can," "may," or "should" are used in this RFP in conjunction with a specification or performance requirement, the specification or performance requirement is a desirable, but not mandatory, requirement.

1.6. ERCOT Point of Contact

The sole point of contact for inquiries concerning this RFP is:

Diana Barreto
2705 West Lake Drive
Taylor, Texas 76574

diana.wang@ercot.com

All communications relating to this RFP must be directed to the specified ERCOT contact person. All other communications between a Respondent and ERCOT staff concerning this RFP are prohibited. Failure to comply with this section may result in ERCOT's disqualification of the proposal.

1.7. Procurement Timeline

Procurement Timeline	
RFP Release Date	April 16, 2019
Mandated Notice of Intent to Propose Due	April 23, 2019
Vendor Questions Due	April 26, 2019
Response to Vendor Questions Sent	May 03, 2019
Vendor Proposals Due	May 17, 2019
Vendor Presentations (if needed)	TBD

1.8. Communications Regarding This Procurement

ERCOT reserves the right to amend this RFP at any time prior to the proposal submission deadline. Any changes, amendments, or clarifications will be made in the form of responses to vendor questions, amendments, or addendum issued by ERCOT and sent to the point of contact listed on the Notice of Intent to Propose. Vendors not submitting the Notice of Intent to Propose will not receive changes, amendments, or answers to questions regarding this RFP.

1.9. RFP Cancellation/Non-Award

ERCOT reserves the right to cancel this RFP or to make no award of a contract pursuant to this RFP.

1.10. Right to Reject Proposals

ERCOT may, in its discretion, reject any and all proposals submitted in response to this RFP.

1.11. No Reimbursement for Costs of Proposals

ERCOT will not reimburse any Respondent for costs of developing a proposal in response to this RFP.

2. Scope and Requirements

2.1. Statement of Work

It is the intent of ERCOT to acquire a proven solution that streamlines all phases of the patch management lifecycle and can support all compliance requirements specifically outlined by NERC Reliability Standard CIP-007-6, Requirement R2 and subparts. For more information on the requirements outlined in NERC CIP-007-6, please reference this link: <https://www.nerc.com/pa/Stand/Reliability%20Standards/CIP-007-6.pdf>

Below are the specific requirements that ERCOT is requesting be addressed within the proposal. Respondent(s) shall include any additional planning and a proposed project plan to deliver on each requirement.

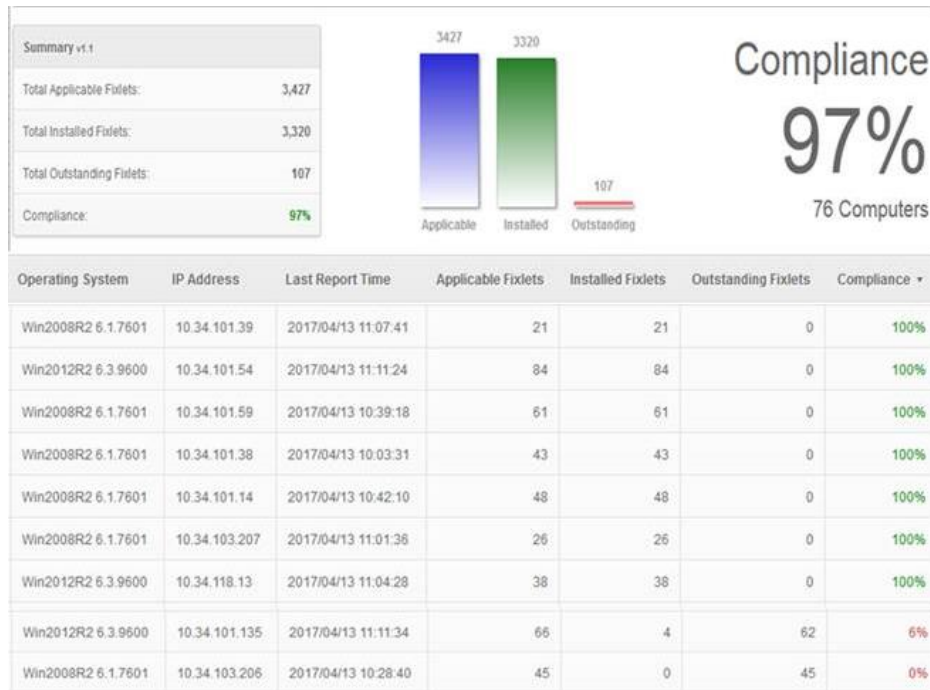
1. Perform asset identification and configuration baselines on all assets defined within scope on a monthly basis (at least every 35 calendar days):
 - Identify and document the process used to perform asset identification and configuration baselines
 - Provide services and/or technology to inventory and analyze ~8,000 assets (data center infrastructure, network devices, servers, appliances, desktops, applications and databases) on repeatable basis
 - Provide services and/or technology to normalize the collection of assets and identify both hardware and software configuration details necessary to perform and support a Security Patch Gap Analysis
 - Document all assets and their installed applications from which to build a configuration baseline
 - Maintain and update the asset inventory list (at least every 35 calendar days)

2. Identify and track the appropriate source(s) for the release of cyber security patches for applicable assets that are updateable and for which a patching source exists
 - Identify and document the process used to track the appropriate source(s) for the release of cyber security patches
 - Provide services to document both public (available on the internet) and private (not readily available on the internet, support portals requiring credentials and/or calls/emails from support contacts) sources
 - Provide documentation on the list of sources that are monitored

3. Perform a Security Patch Gap Analysis on all assets defined within scope on a monthly basis (at least every 35 calendar days)
 - Identify and document the process used to perform the Security Patch Gap Analysis
 - Provide services to monitor data center infrastructure, network devices, servers, appliances, desktops, applications, and databases and provide monthly intelligence reports that track the release of cyber security patches specific to your environment
 - Provide services to evaluate released security patches for applicability of all assets (both hardware and software)
 - Provide services to identify and document security vs. functional patches. Optional: Identify patch severity/rating (Hi/Med/Low) and/or CVSS scores
 - Provide documentation that shows evidence the evaluation took place within the evaluation timeframe (35 calendar days after the asset is put into use or within 35 calendar days after completion of the last evaluation date)
 - Show and audit trail or proof of the evaluation and the time that the evaluation was performed
 - Documentation must include the following details and needs to be mapped to every asset applicable:
 - Vendor Name - Formal vendor name of the device or application
 - Vendor Product - Description of the device or application
 - Model No / Version - Formal vendor model of the device or application
 - OS / Firmware - The relevant Operating System or Firmware
 - Patch Name - The given name for the available patch
 - Patch Type - security vs. functional
 - Release Date – Patch release date provided by the vendor
 - Filename - Vendor assigned filename of the downloadable update package
 - Update Hash - If provided by the Vendor, the hash value of the downloadable update package will be provided

- Update Classification - indicator of whether the update addresses one or more security concerns as documented in the vendor's release notes - The possible values are "Security" and "Non-Security"
 - CVE IDs (optional) - the list of associated unique and common identifiers for publicly known information security vulnerabilities
 - Download Link(s) - the relevant download links for the downloadable update package, such as release notes, direct downloads, and other relevant information
 - Patch documentation must be provided in the following formats:
 - .pdf - for audit evidence
 - .csv - for analysis and reporting (will be loaded into a database)
 - (optional) - provide the data in a format that is easily loaded into a patch management tool such as Microsoft SCCM for ease of deploying the patches
4. Acquire and ensure integrity of the applicable security patches and provide a delivery method
- Identify and document the process used to acquire and verify security patch content
 - Provide services to acquire, ensure integrity of and deliver applicable security patches following ISO/IEC 27002 standards
 - Delivery methods must include secure electronic download and/or physical distribution via physical media
 - Delivery methods must meet ISO/IEC 27002 standards and NERC Reliability Standard CIP-013-1 Cyber Security Supply Chain Risk Management requirements. CIP-013-1 calls upon registered entities to develop documented C-SCRM plans to identify and assess risks related to vendor products, installing vendor products and software, and even transitioning from one vendor to another. In addition to having an overarching plan, the requirements also explicitly cover six key required process areas. The six covered areas are vendor security incident notification, coordinated vendor incident response, vendor personnel termination notification, vendor vulnerability disclosures with respect to products and services, verification of vendor software integrity and authenticity, and coordination of vendor remote access controls
- <https://www.nerc.com/pa/Stand/Reliability%20Standards/CIP-013-1.pdf>
5. Optional: Perform Patch validations on a monthly basis (at least every 35 calendar days)
- Provide services to assist in developing and implementing a representative patch validation environment following ISO/IEC 27002 standards
 - Provide services to identify, document and execute test plans that address basic functional testing, system performance comparisons, discovery and documentation of configuration changes
 - Service providers must meet qualifications outlined in Section 2.7
 - Document records that the testing performed (test results and logs showing timestamps)
 - Identify and document the process used to perform patch validation
6. Optional: Perform Patch deployments on a monthly basis (at least every 35 calendar days)
- Provide services to assist in designing a comprehensive patch management and deployment solution following ISO/IEC 27002 standards
 - Provide services and/or technology to support and deploy security patches
 - Service providers must meet qualifications outlined in Section 2.7

- Document records of the installation of the security patches (e.g. exports from automated patch tools showing installation date verification of software revision - see Example Report below:



- Optional: Assist with creating and facilitating a one-day training class to ERCOT staff (up to 20 people) on Security Patch Management and Vulnerability Management
 - Two (2) scheduled classes per year
 - Customized content and learning objectives outlined below:
 - Define patch management terminology
 - Describe the differences and relationships between a patch management and vulnerability management
 - Discuss the criticality of applying patches in a timely manner
 - Enumerate the risks of ineffective patch management
 - Outline industry trends and practices to administer effective security patch management
 - Describe the compliance requirements associated with security patch management (i.e. NERC CIP)
 - Outline and describe the security patch management lifecycle and process steps
 - Outline and describe the security patch management roles and responsibilities
 - Describe the objectives, requirements and evidence associated with patch assessments, mitigation plans, and patch implementation
 - Describe the key timelines and scheduling associated with effective security patch management
 - Describe the tools and technologies used to support effective security patch management
 - Outline security patch management metrics and reporting

2.2. Term

The initial term requested is for three (3) years with options to renew for additional year(s). Prior to the end of the initial three (3) year term, the agreement(s) will be evaluated in overall context and performance. At any time, ERCOT reserves the right to cancel the agreement(s) with thirty (30) days advance notice.

2.3. Pricing Agreement Requirements

Respondent(s) shall describe all available pricing options for services that address the above requirements. Detailed pricing outlined for each requirement is preferred (i.e. discount off list, hourly fees, per unit fees, etc.), as ERCOT may opt-in/out of defined service categories as necessary.

2.4. Products and Services

In your response to the RFP, Respondent(s) are encouraged to offer innovative ideas, new concepts, and alternative partnership arrangements not limited to the specifications of this RFP. Added value services, incentives, and economic solutions beyond the scope of this RFP may be considered. Examples may include:

- Creative programs to ensure quick and deep ongoing Interactions with ERCOT
- Willingness to work with ERCOT on-site
- Trade-in programs as a sustainability initiative
- Creative pricing (signing bonuses, rebates, etc.)
- Incentives for early payment

ERCOT may accept an offer under this RFP demonstrating such a significant change or improvement that it considers being breakthrough advancement to the services being sought.

2.5. Support and Warranty Services

ERCOT is requesting the following support and warranty services be included.

2.5.1. Target Response Objective for Remote Technical Support

The initial technical response objective from time of customer contact, based on priority level and availability of local language support:

- Priority 1: 30 minutes; on a 24/7 basis
- Priority 2: 8 hours; on a 24/7 basis
- Priority 3: 24 hours; on a 24/7 basis

2.5.2. Replacement Parts Delivery

In the event that hardware is included in the proposed, the included return merchandise authorization (RMA) processing response objectives available for purchase are as follows:

- 4 hours; on a 24/7 basis
- Next business day Note: Replacement parts will be shipped to customer for next local business day arrival. Local country shipment cutoff times may affect target response objective timing.

2.5.3. Replacement Parts Installation and On-Site Support

Installation of all replacement parts performed by certified support engineer(s). Only qualified and authorized engineers are sent to installation location to work on the problem after the problem is isolated and deemed on-site support necessary.

2.5.4. On-going Software Updates

Access and general support for ongoing software updates, including both minor and major releases within the licensed feature set, patches, bug and security vulnerability remediation.

2.6. General Requirements

The following general requirements apply:

- In their responses to this RFP, Respondents must describe in detail the methodology and approach to meeting the requirements of this RFP.
- The awarded respondent must provide a project manager or lead who has decision-making authority and who will assume responsibility for coordination, control, and performance of this effort.
- Any changes to key personnel associated with the subsequent contract must be submitted in writing and approved in writing by ERCOT.
- The awarded respondent must provide an organizational chart and list of the respondent's corporate chain-of-command, as well as any established procedures for contacting individuals within that chain-of-command.
- All Hardware for this order will be shipped to either ERCOT in Taylor, TX or Bastrop, TX.
- Except for current ERCOT suppliers who have an active Master Agreement with ERCOT or who have completed the Vendor Information Form (VIF) within the last six months, all respondent(s) must complete a Supplier Vendor Information Form and Non-Disclosure Agreement (NDA) along with the quote and provide it to the person identified in the form itself when submitting notice of intent to bid. All required vendor forms are located at www.ercot.com/about/procurement.
- Before entering into a contract with ERCOT, respondent(s) must become a qualified vendor. The qualification process may require that respondent provide information demonstrating respondent's financial and commercial viability. In the event respondent's staff requires unescorted access to ERCOT facilities, they will be required to undergo identity verification, a background check including a criminal history report, and drug testing.
- Respondent agrees to accept the ERCOT terms and conditions.
- This RFP may contain information that is confidential and proprietary. Respondent(s) may not use the information contained herein for any purposes other than the preparation of a response to this RFP. Confidential or proprietary information provided by respondent (and marked as such in accordance with the rules of this RFP) will be handled as confidential by ERCOT and all project team members assisting in the evaluation process.

2.7. Qualifications

At a minimum, the awarded supplier must meet the following requirements:

- Respondents shall provide all services performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision also applies to work performed by subcontractors at all tiers.
- Respondents work shall be fully compliant with NERC CIP requirements, be headquartered in the United States
- Respondents shall be experienced in Software Signatures and normalization of software in general
- Respondents shall demonstrate experience with software information gathering, correlation and normalization
- Respondents shall demonstrate familiarity with North America Electric Reliability Corporation (NERC) guidelines for identifying installed software and the National Institute of Standards and Technology (NIST)
- Respondents shall demonstrate ability to meet CIP 011 BES Cyber System Information Protection requirements for any BCSI ERCOT data. This includes all of the CIP 011 requirements

2.8. Deliverables

Respondents should provide the following deliverables:

- 2.8.1. **Technical presentation and discussion of the solution to ERCOT staff – this may be presented via web conference**
- 2.8.2. **List of all assets and their installed software(s) identified in Section 2.1 (#1)**
- 2.8.3. **Process document and RACI that outlines asset identification in Section 2.1 (#1)**
- 2.8.4. **Process document and RACI that clearly defines the methods used to track cyber security patch sources required in Section 2.1 (#1)**
- 2.8.5. **Security Patch Gap Analysis Report in requested formats as identified in Section 2 (#3)**
- 2.8.6. **Process document and RACI that describes the methods used to produce the Security Patch Gap Analysis Report as identified in Section 2 (#3)**
- 2.8.7. **A Validation and Audit Trail Report that confirms the authenticity of patches has been verified and that shows evidence the evaluation took place within the evaluation timeframe (35 calendar days after the asset is put into use or within 35 calendar days after completion of the last evaluation date) as identified in Section 2 (#3)**
- 2.8.8. **Process document and RACI that describes security patch acquisition and delivery required in Section 2.1 (#4) – this includes showing alignment ISO/IEC 27002 standards and CIP-013 requirements**
- 2.8.9. **Process document and RACI that describes security patch validation and testing as identified in Section 2 (#5) – if services are included in proposal**
- 2.8.10. **Patch Compliance Report showing installation date verification of software revision as identified in Section 2 (#6) – if services are included in proposal**
- 2.8.11. **Process document and RACI that describes security patch implementation and deployment as identified in Section 2 (#6) – if services are included in proposal**
- 2.8.12. **Technical training material (course books and/or presentations) with customized content and learning objectives outlined in Section 2 (#7) – if services are included in proposal**
- 2.8.13. **System Design and Technical Architecture document detailing the following – If any hardware and/or software is necessary**
 - 2.8.13.1. **Overview: purpose, business context, in-scope, out-of-scope**
 - 2.8.13.2. **Design Considerations: assumptions, constraints, risks, contingency, strategies**
 - 2.8.13.3. **Technical Architecture: system overview, logical view, component view, component descriptions, database design, server/system design, network design**
 - 2.8.13.4. **Technical Requirements: software specs, hardware specs, capacity, dependencies / external services**
 - 2.8.13.5. **Security: authentication and authorization design**
 - 2.8.13.6. **Licensing: license model overview**

3. General Instructions and Requirements

3.1. Notice of Intent to Propose

A prospective vendor must submit a Notice of Intent to Propose to the ERCOT Point of Contact identified in **Section 1.6** no later than 5:00PM Central Time on **the date listed in the Section 1.7 Procurement Timeline**. The Notice of Intent should consist of an email stating that the prospective vendor intends to submit a proposal for this procurement. **Only vendors who submit a Notice of Intent to Propose will receive the answers to questions from all vendors, and/or any clarifications, amendments, and addenda to the RFP.** Vendors who provide a Notice of Intent are not obligated to submit proposals after submitting the Notice of Intent, but must submit a response to be considered for an award.

3.2. Vendor Questions and Comments

All questions and comments regarding this RFP must be submitted electronically to the email address contained in **Section 1.6**. All questions must reference the appropriate RFP page and section number. In order to receive a response, vendor questions and comments must be received no later than the deadline set forth in **Section 1.7**. Inquiries received after the due date may be reviewed by ERCOT but will not receive a response. Answers to vendor questions will be emailed to the point of contact listed on the Notice of Intent to Propose. A Respondent must inquire in writing as to any ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error in this RFP prior to submitting a proposal. If a Respondent fails to notify ERCOT of any error, ambiguity, conflict, discrepancy, exclusionary specification, or omission, the Respondent shall submit a proposal at its own risk and, if awarded the contract, shall have waived any claim that the RFP and Master Agreement were ambiguous and shall not contest ERCOT's interpretation. If no error or ambiguity is reported by the deadline for submitting written questions, the Respondent shall not be entitled to additional compensation, relief, or time by reason of the error or its later correction.

ERCOT reserves the right to amend answers prior to the proposal submission deadline.

3.3. Modification or Withdrawal of Proposal

Proposals may be withdrawn from consideration at any time prior to the award of contract. A written request for withdrawal must be made to the ERCOT Point of Contact (**Section 1.6**)

A Respondent has the right to amend its proposal at any time and to any degree by written amendment delivered to the ERCOT Point of Contact prior to the proposal submission deadline. ERCOT reserves the right to request an amendment to any part of the proposal during negotiations.

3.4. News Releases

A Respondent may not issue press releases or provide any information for public consumption regarding its participation in this procurement without specific prior written approval of ERCOT.

3.5. Incomplete Proposals

ERCOT may reject without further consideration any proposal that is not completely responsive to this RFP.

3.6. ERCOT Use of Vendor Ideas

ERCOT reserves the right to use any and all ideas presented in any proposal that are not the Respondent's proprietary information and so designated in the proposal. The Respondent's proprietary materials do not include information that:

- is already published or available to the public, or subsequently becomes available;
- is received from a third party who, to ERCOT's knowledge, is not in breach of any obligation of confidentiality; or
- is independently developed by personnel or agents of ERCOT without reliance on the Respondent's proprietary materials.

3.7. Additional Information

By submitting a proposal, the Respondent grants ERCOT the right to obtain information from any lawful source regarding: (i) the past business history, practices, conduct, and ability of a Respondent to supply goods, services, and deliverables; and (ii) the past business history, practices, conduct, and ability of the Respondent's directors, officers, and employees. ERCOT may take such information into consideration in evaluating proposals.

3.8. Instructions for Submitting Proposals

3.8.1. Submission

Submit all copies of the proposal to the ERCOT Point of Contact no later than **5:00 p.m. Central Time on the submission deadline** (see **Sections 1.6 and 1.7**). The proposal must be signed by an authorized representative of the Respondent and submitted electronically via email—the file must not exceed 20MB. If this size restriction cannot be met, multiple emails may be sent, but the Respondent must indicate how many emails ERCOT should anticipate (i.e., "email 1 of 3"). ERCOT reserves the right to disqualify late proposals.

3.8.2. Additional Requirements

All proposals must be:

- clearly legible;
- sequentially page-numbered;
- organized in the sequence outlined in **Sections 3.9 and 3.9.1**;
- limited to 50 pages (excluding ERCOT required forms);
- responsive to the requirements of this RFP; and
- proposals should include the Respondent's name at the top of each page, and should not include unrequested materials or pamphlets.

3.9. Format and Content

The proposal must consist of two separate parts and must be sent in two separate attachments:

Part 1 – Business Proposal

Part 2 – Cost Proposal

3.9.1. Part 1 – Business Proposal

The Business Proposal must include the following sections:

- *Section 1 – Transmittal Letter*
- *Section 2 – Executive Summary*
- *Section 3 – Corporate Background and Experience*
- *Section 4 – Methodology and Services Approach*
- *Section 5 – Assumptions*
- *Section 6 – Appendices*
- *Section 7 – Vendor Information and Other Required Forms*

Section 1 – Transmittal Letter

Respondents must include a transmittal letter printed on official company letterhead. The letter must be signed by an individual authorized to legally bind the Respondent.

The transmittal letter must include:

1. Disclosure of all pending, resolved, or completed litigation, mediation, arbitration, or other alternate dispute resolution procedures involving the Respondent (including Subcontractors) and its client(s) within the past 24 months.
2. Disclosure of all affiliations with, or ownership relationships with, any ERCOT Market Participant or its affiliates.
3. A description of any personal or business interest that may present an actual, potential, or apparent conflict of interest with the performance of the contract and an explanation of how the Respondent can assure ERCOT that these relationships will not create an actual conflict of interest.
4. A list of key personnel previously employed by ERCOT in accordance with the requirements of Section 1.5.2.
5. A complete list of all exceptions, reservations, and limitations to the terms and conditions of the RFP.
6. Signed copies of the Professional Services Agreement, NDA, IRS W-9, and Vendor Information Form, located here: <http://www.ercot.com/about/procurement/index.html>.
7. Additionally, if the nature of this RFP solicitation involves an Information Technology purchase, please review and acknowledge the “Cyber Security Requirements” document, also located here: <http://www.ercot.com/about/procurement/index.html>.
8. If proposing a SaaS solution, the Respondent must include a copy of a SOC 2 (type 2) audit report, or equivalent (ISO 27001 certification proof).
9. Please also address the following Records and Information Management (RIM) RFP questions:
 1. Does the solution include an application that will generate electronic information to be saved or stored within such application, whether hosted off-site or within ERCOT’s current IT infrastructure?
 - If YES, proceed to question 2.
 - If NO, no further questions are required as this does not pose any RIM Program concerns.
 2. Does the solution utilize proprietary electronic document formats?
 - If YES, provide additional detail for RIM evaluation (format(s) and access requirements).
 - If NO, provide additional detail for RIM evaluation (format(s)).
 3. Can the product meet ERCOT’s RIM program requirements¹ for records and information generated or stored by the system including destruction at the end of their lifecycle?
 - If YES, provide additional detail for RIM evaluation.

¹ RIM program requirements include purging records and non-record information based on current business requirements and the retention requirements found in ERCOT’s Records Retention Schedule.

- If NO, initiate additional discussion.

Section 2 – Executive Summary

In this section, the Respondent should condense and highlight the content of the Business Proposal to provide ERCOT with a broad understanding of the Respondent's approach to meeting ERCOT's objectives for this procurement.

Section 3 – Corporate Background and Experience

Respondent's Background and Experience

This section details the Respondent's corporate background and experience. If the Respondent proposes to use Subcontractor(s), it must describe any existing ongoing relationships with such Subcontractor(s), including project descriptions. The section should include the following information:

- respondent's full organization, company, or corporate name
- headquarters address
- type of ownership (e.g., partnership, corporation)
- if the Respondent is a subsidiary or affiliate and the name of the parent organization
- state where the Respondent is incorporated or otherwise organized to do business
- federal taxpayer identification
- name and title of person who will sign the contract
- name and title of person responsible for responding to questions regarding the proposal, with telephone number, facsimile number, and email address

Describe the Respondent's corporate background as it relates to projects similar in scope and complexity to the project described in this RFP.

If the proposal includes the use of Subcontractors, include a similar description of the Subcontractor's corporate background.

Include at least three (3) references for projects performed within the last five (5) years that demonstrate the Respondent's ability to perform the required RFP services. Include a brief description of work performed, contract dates and contact parties, with address, telephone number, and email, if available. If the work was performed as a Subcontractor, the Respondent must describe the scope of subcontracting activities.

Key Personnel

Identify and describe the Respondent's proposed labor skill set and provide resumes of all proposed key personnel (as defined by the Respondent). Resumes must demonstrate experience germane to the position proposed. Resumes must list any relevant professional designations for key personnel identified by Respondent. Resumes should include work on projects cited under the Respondent's corporate experience, and the specific functions performed on such projects.

Section 4 – Methodology and Services Approach

Describe the Respondent's methodology for providing the deliverables identified in Section 2. Include a proposed project schedule, illustrating start and finish dates of the terminal and summary elements identified in Section 2 or proposed by the vendor.

Section 5 – Assumptions

State any business, economic, legal, or practical assumptions that underlie the Respondent's Business Proposal.

Section 6 – Appendices

Include any appendices to the Respondent's Business Proposal.

Section 7 – Vendor Information and Other Required Forms

- Except for current ERCOT suppliers who have an active Master Agreement with ERCOT, all Respondents must complete the following documents located at www.ercot.com/about/procurement
 - Nondisclosure Statement
 - IRS W9
 - Vendor Information Form
- If the anticipated contract value with ERCOT is equal to or >\$250,000.00, the Respondent must include the two (2) most recent two (2) years' audited financial statements (include unaudited statements if supplier is unaudited). Publically-held companies must include or provide a link to the most recent Forms 10-K and 10-Q filings.

3.9.2. Part 2 – Cost Proposal

The Cost Proposal must be based on the Scope of Work described in Section 2. This section should include any business, economic, legal, or practical assumptions that underlie the Cost Proposal. Respondents may separately identify cost-saving and cost-avoidance methods and measures and the effect of such methods and measures on the Cost Proposal and Scope of Work.

Respondents must utilize the Cost Proposal table format listed below for submitting a Cost Proposal. However, Respondents may propose optional cost proposals if such proposals are more cost effective (i.e., time and materials cost structure, etc.) for ERCOT.

Respondent(s) shall describe all available pricing options for services that address requirements in Section 2. Please provide detailed pricing outlined for each requirement (i.e. discount off list, hourly fees, per unit fees, etc.), as ERCOT may opt-in/out of defined service categories as necessary.

Cost Proposal			
<i>Cost not included in Respondent's pricing proposal to ERCOT are the sole responsibility of the Respondent.</i>			
Costs	Per Asset Fee	Estimated Qty of Assets	Total Cost
Managed Service/Solution (for all services listed in Section 2)	\$0.00	8000	\$0.00
One time Implementation costs			
Please itemize all cost items. Such as 9 (if needed):			
Hardware	\$0.00		
Software	\$0.00		
Licensing	\$0.00		
Training	\$0.00		
Labor	\$0.00		
			\$0.00
TOTAL PROPOSED COST:			\$0.00

3.9.3. Multiple Responses

A Respondent may submit more than one proposal, including a joint proposal with one or more Respondents.

3.10. Joint Proposals

Two or more companies may join together and submit a joint proposal in response to this RFP. A joint proposal must completely define the responsibilities each company proposes to undertake. Also, the joint proposal must designate a primary Respondent who will be responsible for the delivery of all goods, services, and requirements as specified in the RFP, and a single authorized official from the primary Respondent to serve as the sole point of contact between ERCOT and the joint proposers. Any contract resulting from a joint proposal must be signed by an authorized agent or officer of each company. Each company included in the submission of a joint proposal will be jointly and severally liable during the term of the contract.

4. Evaluation

4.1. Evaluation of Proposals

ERCOT will select the successful vendor through an internal evaluation process. ERCOT will consider capabilities or advantages that are clearly described in the proposal, which may be confirmed by oral presentations, site visits, or demonstrations, if required, and verified by information from reference sources contacted by ERCOT. ERCOT reserves the right to contact individuals, entities, and organizations that have had dealings with the Respondent, or staff proposed for this effort, whether or not identified in the proposal.

4.2. Evaluation Criteria

The primary criteria for evaluating the proposals as they relate to this RFP are:

1. the vendor's responsiveness to ERCOT's RFP
2. the vendor's experience and qualifications
3. the vendor's ability to meet the scope and requirements set forth in Section 2
4. the vendor's fees, cost structure, and best value to ERCOT

4.3. Oral Presentations and Site Visits

ERCOT may, at its sole discretion, request oral presentations, site visits, and/or demonstrations from one or more Respondents. ERCOT will notify selected Respondents of the time and location for these activities, and may supply agendas or topics for discussion. ERCOT reserves the right to ask additional questions during oral presentations, site visits, and/or demonstrations to clarify the scope and content of the written proposal, oral presentation, site visit, or demonstration.

4.4. Discussions with Respondents

ERCOT may, but is not required to, conduct discussions and negotiations with all, some, or none of the Respondents for the purpose of obtaining the best value for ERCOT.