

Exhibit A
RFP 1100 EAL3001- Ergonomic Consulting Services
Job Titles for Functional Analysis

1. Operations & Maintenance Specialist
2. Operations & Maintenance Specialist Sr.
3. Operations & Maintenance Supervisor
4. Distribution Construction Coordinator I
5. Distribution Construction Coordinator II
6. Distribution Construction Coordinator III
7. Distribution Construction Leader
8. Distribution Electrician Helper
9. Distribution Electrician I
10. Distribution Electrician II
11. Distribution Electrician III
12. Distribution Electrician Crew Leader
13. Distribution Electrician Supervisor
14. Power Control System Technician I
15. Power Control System Technician II
16. Power Control System Technician III
17. Power Control System Supervisor
18. Power Plant Apprentice
19. Power Plant Technician
20. Power Plant Technician Sr.
21. Power Plant Specialist
22. Power Plant Specialist Sr.
23. Security Guard
24. Security Guard Lead
25. Substation Electrician I
26. Substation Electrician II
27. Substation Electrician III
28. Substation Electrician Crew Leader
29. Substation Electrician Supervisor

This list is subject to change.

Exhibit B
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Austin Energy Locations				
	Site Name	Street Address	City	Zip Code
1	4122 Todd Lane	4122 Todd Lane	Austin	78744
2	Fayette Power Plant	6549 PowerPlant Road	La Grange	78945
3	811	811 Barton Springs Road	Austin	78703
4	CTECC	5010 Old Manor Road	Austin	78723
5	Downtown District Cooling #1	300 San Antonio Street	Austin	78701
6	Downtown District Cooling #2	410 Sabine Street	Austin	78701
7	Decker Creek Power Plant	8003 Decker Lane	Austin	78724
8	Decker Steel Yard	10001 Decker Lane	Austin	78724
9	Domain Chiller Plant	3120 Kramer Lane	Austin	78758
10	Rosewood Payment Center	2800 Webberville Road	Austin	78702
11	Holly Street Power Plant	2400 Holly Street	Austin	78702
12	Kramer Lane Building E	2526 Kramer Lane	Austin	78758
13	Kramer Lane Service Center C & D	2412 Kramer Lane	Austin	78758
14	Mueller Energy Center	4901 Lancaster Drive	Austin	78723
15	North Branch Utility Customer Service Center	8716 Research Blvd., #115	Austin	78757
16	One Texas Center (OTC)	505 Barton Springs Road	Austin	78703
17	Justin Lane - Reclamation Center	906 Justin Lane	Austin	78757
18	Rutherford Lane Campus (RLC)	1520 Rutherford Lane, Bldg. 4	Austin	78754
19	Sand Hill Energy Center	1101 Fallwell Lane	Del Valle	78617
20	St. Elmo Service Center	4411 Meinardus Drive	Austin	78744
21	System Control Center (SCC)	2500 Montopolis Drive	Austin	78741
22	Town Lake Center (TLC)	721 Barton Springs Road	Austin	78703
23	Yager Lane	2405 Yager Lane	Austin	78754
	This list is subject to change.			

Austin Energy Data Handling Controls	
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1. DATA HANDLING CONTROLS: SECURITY DIRECTIVES AND REQUIREMENTS

1.1. Responsibilities regarding treatment of City Data

- 1.1.1. The City requires that controls be in place to manage risk to the confidentiality, integrity and availability of City Data in any form. These Data Handling Controls represent a minimum standard for protection of City Data. Additional controls required under applicable laws, regulations, or standards governing specific forms of data (e.g., health information, credit cardholder data) may also apply.
- 1.1.2. Contractor agrees to comply with these Data Handling Controls in performing the Services (including information technology-based Services) and providing the Deliverables under the Contract. Contractor accepts all responsibility and liability for the security and protection of all City Data in its custody or control, including but not limited to when City Data is received, transmitted, processed, stored, backed up or archived, or as occurs otherwise during performance of Services, including that involving a subcontractor.
- 1.1.3. Contractor agrees that any damages and liabilities arising from a Security Incident are the responsibility of the Contractor.
- 1.1.4. As information technology standards and security protocols for protection of data are continually evolving, Contractor must continue to update its own best practices for protection of City Data in its custody or control. Thus, Contractor agrees that it is responsible for the security and protection of City Data in its custody or control, separate and apart from the requirements of these Data Handling Controls. Contractor agrees that compliance with these Data Handling Controls are not an affirmative defense to any losses, disclosures, corruption, or other damage to Data which may occur and for which Contractor is responsible. Contractor acknowledges that there may be situations for which the Data Handling Controls may be inadequate and agrees to use additional means to protect all City Data.

1.2. Location Parameters

- 1.2.1. The authorized geographical data center region for the storage and processing of City Data under this Contract is the continental United States.
- 1.2.2. Contractor may utilize non-US based personnel but must ensure that City Confidential Information cannot be stored, viewed, downloaded, or transported outside the continental United States.

1.3. Specific Security Directives

- 1.3.1. For access to City Data, Contractor must ensure that only the minimum amount of rights is granted to an Authorized Person as required to perform Contractor's contractual duties.
- 1.3.2. Unless otherwise approved by the City in advance, in writing, Contractor must encrypt all City Confidential Information. Only an Authorized Person within the Secure Service Area may view unencrypted City Confidential Information.
 - 1.3.2.1. Contractor employees and subcontractors who have provided written certification showing they meet the minimum requirements of these Data Handling Controls are allowed to view unencrypted City Confidential Information if necessary to provide the Services.
 - 1.3.2.2. The Secure Service Area shall be designed in such a way as to prohibit the unauthorized viewing, modification, or destruction of any unencrypted City Confidential Information (including any image). Contractor may not remove City Confidential Information from the Secure Service Area unless approved by the City in advance in writing.
- 1.3.3. Unencrypted City Confidential Information may not be stored on any Contractor or subcontractor Endpoint Device.
- 1.3.4. Contractor must have in place its own internal security program that includes policies using applicable industry best practices. Contractor will provide documentation of these policies and procedures within ten business days of written request by the City.
- 1.3.5. Contractor must detach all removable storage media containing City Confidential Information from any device when not in use and store the media in Contractor's physically-secure location.
- 1.3.6. Contractor must ensure that only an Authorized Person may access devices containing City Data.

1.4. General Compliance Requirements

- 1.4.1. In accordance with paragraph 26 of Section 0300 of the Contract, the City may consider Contractor's failure to comply with any provision of these Data Handling Controls as a material default of the Contract.
- 1.4.2. Contractor agrees that City or its authorized representatives may audit or review Contractor's compliance with these Data Handling Controls under the Contract Section 0300, Paragraph 17, Audits and Records.
- 1.4.3. Examples of reviews include, but are not limited to:



- 1.4.3.1. system, security, application, operating system, and database logs;
- 1.4.3.2. physical access logs at all data centers;
- 1.4.3.3. data center location or ownership changes;
- 1.4.3.4. access control procedures;
- 1.4.3.5. procedures for the physical and digital destruction of media;
- 1.4.3.6. environment changes that have the potential for outages;
- 1.4.3.7. workplace inspections for compliance with these Data Handling Controls and any Vendor supplied documentation submitted to document/demonstrate compliance; and
- 1.4.3.8. procedures for and evidence of routine testing and updating of systems to prevent against attacks.

1.5. Logging/Auditing Requirements

- 1.5.1. Contractor must create system, security, application, operating system, and database logs:
 - 1.5.1.1. when Contractor creates, reads, updates, or deletes City Data;
 - 1.5.1.2. when Contractor initiates a network connection;
 - 1.5.1.3. when Contractor accepts a network connection;
 - 1.5.1.4. at user authentication and authorization, including failed access attempts;
 - 1.5.1.5. for user login and logout;
 - 1.5.1.6. when Contractor grants, modifies, or revokes access rights, privilege levels, and permissions, firewall rules, and user passwords;
 - 1.5.1.7. when Contractor makes any system, network, or services configuration changes, including installation of software patches and updates, other installed software changes, operating system and Hypervisor activity;
 - 1.5.1.8. at application process startup, shutdown, or restart;
 - 1.5.1.9. in the case of any application process abort, failure, or abnormal end, especially due to resource exhaustion or reaching a resource limit or threshold (such as for CPU, memory, network connections, network bandwidth, disk space, or other resources), and in cases of failure of network services, such as DHCP or DNS, or hardware fault; or

- 1.5.1.10.if contractor detects suspicious or malicious activity, such as from an Intrusion Detection or Prevention System (IDS/IPS), anti-virus system, or anti-spyware system.
- 1.5.2. Contractor will retain system activity logs for a period of three years after final payment on this Contract or three years after all forensic, audit and litigation matters are resolved, whichever is longer.
- 1.5.3. Contractor will review all relevant security logs for anomalies for potential Security Incidents and forensic analysis.

1.6. Media Reuse

- 1.6.1. Contractor must promptly Securely Erase all City Confidential Information from any permanent or non-volatile storage media:
 - 1.6.1.1. once immediate use of such media is no longer necessary,
 - 1.6.1.2. at City's request, or
 - 1.6.1.3. within 30 days of termination of the Contract.
- 1.6.2. Contractor must subject all permanent or non-volatile storage media used to store City Confidential Information outside the Secure Service Area to a Department of Defense accepted standard (DoD-MSG 5220.22M) free space wipe on an a weekly basis, to Securely Erase any data by destructively overwriting free space on a drive to ensure that deleted files cannot be recovered.

1.7. Security

- 1.7.1. Contractor must limit access to the Hypervisor to only those qualified and pre-approved staff who have job functions dedicated to performing work on the Hypervisor. All access logs to the Hypervisor must be reviewed by qualified personnel approved by Contractor and City.
- 1.7.2. City retains ownership over all City Data.
- 1.7.3. Contractor must use industry best practices for encryption of City Confidential Information at rest and in transit.
- 1.7.4. Contractor will ensure that all electronic and physical access to City Data is secured. Contractor must verify the identification, authentication, and authorization of each user and their specific role and access level, and Contractor must immediately block all physical and electronic access to City Data for any terminated employee.



- 1.7.5. Contractor must use due diligence to evaluate and respond to potential Security Incidents and events that create suspicions of unauthorized disclosure, modification, or destruction of City Data. The response must restore the confidentiality, integrity, and availability of the environment(s) compromised or potentially compromised, and establish root causes and remediation steps and determine the nature and extent of the event. If Contractor determines that there has been a Security Incident involving City Data (including City Confidential Information), Contractor shall report such Security Incident to the City PM within four (4) hours of determination.
- 1.7.6. Upon written request, Contractor shall make its then current key management policy for encryption keys and certificates available to the City within 10 business days.

2. DATA HANDLING CONTROLS: ADDITIONAL COMPLIANCE REQUIREMENTS

2.1. Contractor Practices

- 2.1.1. In addition to any other requirements of these Data Handling Controls, Contractor agrees it shall maintain and enforce its own reasonable and adequate security procedures during the term of the Contract for the protection of City Data, which procedures must be designed to protect City Data and the hosting environment from a Security Incident, including using Contractor's best efforts to avoid the unauthorized access, modification or loss during transmission and storage, including the use of data encryption techniques described herein.
- 2.1.2. Contractor confirms that all use, transmission, storage, and destruction of City Confidential Information shall be in strict accordance with all terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
- 2.1.3. Contractor agrees that City may conduct, at no extra cost to City, network penetration tests of all systems at Contractor's facilities used for the processing, storage or transmission of City Data. City may also, at its discretion, contract out penetration testing services to a third party. City shall provide reasonable notice of each network penetration test and shall conduct each network penetration test at reasonable times. If, following any testing, vulnerabilities are identified, Contractor shall promptly:
 - 2.1.3.1. document Contractor's remediation action plan and provide it to City PM within three business days, including at a minimum:
 - 2.1.3.1.1. nature of the vulnerability including scope and breadth,

- 2.1.3.1.2. potential impact to service of vulnerability and subsequent mitigation,
- 2.1.3.1.3. summary of mitigation, and
- 2.1.3.1.4. known or suspected loss of data and ability to recover; and
- 2.1.3.2. implement the remediation action plan not later than three business days after delivery of the plan unless otherwise approved by City in writing. The implementation of remediation activity must be communicated to and approved by the City in advance, ensuring the avoidance of unplanned outages; and
- 2.1.3.3. provide City with written documentation and reports on the status of all modifications to correct such vulnerabilities, including interim and final reports.
- 2.1.4. Contractor shall perform appropriate background checks on its employees and subcontractors with access to City Confidential Information.
- 2.1.5. Contractor shall prohibit access to City Data for Contractor employees and subcontractors who fit into any of the following classifications:
 - 2.1.5.1. Anyone who has been convicted of a felony offense;
 - 2.1.5.2. Anyone who has been convicted of a misdemeanor offense related to computer security, theft, fraud or violence; or
 - 2.1.5.3. Anyone who is currently awaiting trial for any of the above-stated offenses.
- 2.1.6. The COA CISO may, at any time in writing, require Contractor's employees and subcontractors to submit to additional background checks. Continued access to City Data, including City Confidential Information, and secured facilities shall be contingent on the Contractor's employee's agreement to submit to a background check and the results of the background check. Refusal shall be grounds for immediate termination of the User ID and password, and where applicable, access to COA premises and networks, and any ID badge issued shall immediately be decommissioned.

2.2. Security Incident Reporting Procedures

- 2.2.1. Contractor must telephone the City PM and e-mail AE-Exec-Info-Sec@austinenergy.com within four business hours of when Contractor discovers, is notified of, or otherwise has knowledge of any Security Incident or potential Security Incident. Contractor must include the following information in the report:
 - 2.2.1.1. person reporting the Security Incident



- 2.2.1.2. person who discovered the Security Incident
- 2.2.1.3. date and time the Security Incident was discovered
- 2.2.1.4. nature of the Security Incident
- 2.2.1.5. actions taken and by whom
- 2.2.1.6. involved system and possible interconnectivity with other systems
- 2.2.1.7. description of the information lost or compromised, or potentially lost or compromised
- 2.2.1.8. storage medium from which information was lost or compromised
- 2.2.1.9. controls in place to prevent unauthorized use of the lost or compromised information
- 2.2.1.10. number of individuals potentially affected
- 2.2.1.11. whether law enforcement or other external agencies were involved for any reason and, if so, those contacted
- 2.2.1.12. any other relevant information pertaining to the Security Incident
- 2.2.2. Within four hours of discovering the Security Incident, the Contractor shall contain the Security Incident.
- 2.2.3. Contractor shall investigate (with City's participation, if so desired by City) the Security Incident, perform a root cause analysis, and create and provide to the City a remediation plan within seven days of becoming aware of the Security Incident.

2.3. Remediation

- 2.3.1. As soon as practicable, and at no additional cost to the City, Contractor will remedy the source of the Security Incident, as required by the remediation plan.
- 2.3.2. The Contractor shall reimburse the City for all costs to City associated with the Security Incident.

2.4. Recovery

- 2.4.1. Within seven days of completing the remediation plan, Contractor must provide the City reasonable written assurance declaring full system recovery, signed by an executive with proper authority, attesting that the Security Incident is remediated and shall not recur.

2.5. Lessons Learned

- 2.5.1. Contractor shall, at no cost to the City and as part of the Services, update policies, procedures, or enforcement methods in a manner designed to prevent similar Security Incidents from recurring and provide summary of updates to City within 14 days of declaring full system recovery.

3. Definitions

- 3.1.1. Authorized Person-Contractor personnel (including subcontractor personnel) located in the United States having successfully completed the required background check and related requirements of the Contract
- 3.1.2. City Project Manager or City PM-City of Austin project manager, or their designee, assigned to this Contract
- 3.1.3. City Data -data or information (in any form), regarding the City or its customers, that is created, collected, provided, obtained, or otherwise made available in connection with this Contract, including City Confidential Information
- 3.1.4. City Confidential Information-includes: (A) information provided by City that is marked or identified as confidential, (B) information, including software, computer programs, documentation, processes, procedures, techniques, technical, financial, customer, personnel and other business information of a non-public nature that would reasonably be understood to be confidential whether or not marked or identified as confidential, (C) information generated by Contractor (or subcontractor) that contains, reflects, or is derived from confidential information, (D) Personally Identifiable Information, (E) Sensitive Personal Information, and (F) all other information made confidential by federal, state or local law or regulation
- 3.1.5. Data Handling Controls -this document
- 3.1.6. Endpoint Device-Any network-capable computer hardware device including, but not limited to desktop computers, laptops, smart phones, tablets, thin clients, printers or other specialized hardware such POS terminals and smart meters.
- 3.1.7. Hypervisor-a piece of computer software, firmware or hardware that controls the flow of instructions between guest Operating Systems and the physical hardware such as CPU, disk storage, memory, and network interface cards within a virtual environment
- 3.1.8. Personally Identifiable Information or "PII"- includes City PII (as defined in the Contract) and any information that, either alone or in combination with another piece of information, can be used to uniquely identify, contact, or locate an



Exhibit B

individual, or which can be used with other sources to uniquely identify a person, or which can be linked to a specific individual, including an individual's:

- 3.1.8.1. name, social security number, date of birth, or government-issued identification number;
 - 3.1.8.2. mother's maiden name;
 - 3.1.8.3. unique biometric data, including the individual's fingerprint, voice print, and retina or iris image; or
 - 3.1.8.4. unique electronic identification number, address, or routing code
- 3.1.9. Sensitive Personal Information- an individual's account number or credit or debit card number in combination with any required security code, access code, or password that would permit access to an individual's financial account, or information that identifies an individual and relates to the physical or mental health or condition of the individual, or the provision of health care to the individual
- 3.1.10. Securely Erase- secure deletion of any information, including a recognized destructive delete algorithm, for example, at least seven overwrites with pseudorandom data or at least seven overwrites with zeroes
- 3.1.11. Security Incident- any actual or potential unauthorized disclosure of, or unauthorized access to, City Data, or a violation or imminent threat of violation of computer security policies, acceptable use policies, compliance requirements under these Data Handling Controls, or standard security practices
- 3.1.12. Secure Service Area- a physically and electronically secured area, with secure communications, within Contractor's facility where unencrypted City Confidential Information is secured from unauthorized access

