

**City of Seattle**

**Request for Proposal**

**RFP No. SCL- 4334**

**TITLE: Seattle City Light Demand Side Management (DSM) Program and Tracking System Project**

**Closing Date & Time: April 3, 2018, 3:00pm PDT**

**TABLE 1 – SOLICITATION SCHEDULE**

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| **No** | **Activity** | **Date** |
| 1 | Issuance of RFP | Fri, 23-Feb-2018 |
| 2 | Pre-Proposal Conference (Optional). Refer to Section 11.2 below for detail | Tue, 6-Mar-2018, 1:00PM – 3:00PM Pacific Time |
| 3 | Proposal Development Workshop (Optional). Refer to Section 11.2 below for detail | Tue, 6-Mar-2018, 3:30PM Pacific Time |
| 4 | Deadline to Submit Questions | Tue, 13-Mar-2018 |
| 5 | Answers to Questions Posted as Addenda | Tue, 27-Mar-2018 |
| 6 | Deadline to Submit Proposals | Tue, 03-Apr-2018, 3:00PM Pacific Standard Time |
| 7 | Shortlisting of Vendors & Interview Notifications | Wed, 25-Apr-2018 |
| 8 | Interviews & Software Verifications | Week of May 21st |
| 9 | Notification to Selected Vendor | Wed, 30-May-2018 |
| 10 | Pre-Award Clarification Phase | 2-4 weeks |
| 11 | Clarification Kick Off Meeting | Wed, 6-Jun-2018 |
| 12 | Clarification Checkpoint Meetings | Once per week |
| 13 | Clarification Summary Meeting | Week of June 25th |
| 14 | Anticipated Date of Contract Award | Tentatively early August 2018 |
| 15 | Anticipated “Go Live” Date | TBD per project |

*The City reserves the right to modify this schedule at the City’s discretion. Notification of changes in the response due date would be posted on the City’s website or as otherwise stated herein.*

*All times and dates are Pacific Time.*

***PROPOSALS MUST BE RECEIVED ON OR BEFORE THE DUE DATE AND TIME IN THE SCHEDULE ABOVE AT THE LOCATIONS SHOWN IN THE TABLE ABOVE***

***MARK THE OUTSIDE OF YOUR MAILING PACKAGE INDICATING RFP# SCL-4334:***

***NOTE: By responding to this RFP, the Vendor agrees that he/she has read and understands the requirements and all documents within this RFP package.***

# INTRODUCTION:

Seattle City Light, a department of the City of Seattle, is one of the nation’s largest publicly owned utilities in number of customers served. The utility serves the metro area of Seattle with a population of approximately 776,000 and 430,000 meters. City Light is notable in achieving net-zero greenhouse-gas emissions in each year since 2005; the first electric utility in the nation to achieve this distinction. City Light has a 40-year history of innovation in energy conservation programs and was the first utility in the country to include conservation as its first priority energy resource. Since the mid-1970s, City Light has saved more than 24 million megawatt-hours of energy – enough electricity to power the households of five cities the size of Seattle for a year.

To fulfill its mission, the Customer Energy Solutions (CES) Division provides a full-range of energy efficiency services to our customers. The CES Division has an annual budget of approximately $45 million and almost fifty percent of the budget is allocated to provide incentives to customers for the purchase of energy savings. CES develops energy conservation-related incentive programs for commercial, industrial and residential customers, in addition to incentives for renewable energy development. The CES has also reorganized to pursue a broader range of customer focused services including emerging technology opportunities and to support the growing interest in transportation electrification. More detailed information on our programs is available online at: <http://www.seattle.gov/light/conserve>

Customer Energy Solutions division at City Light seeks to identify and implement an energy Demand Side Management Program & Tracking system to assist in managing customer and program information, store documents, expedite business workflow and implement tracking and reporting tools. This system will automate many business functions and provide a more holistic view of City Light’s Conservation efforts via standardized reporting and dashboards at the portfolio, program, project, and measure level.

City Light is also looking to adopt best practices in the management, tracking, and analysis of conservation projects within City Light.

The proposed solution can be a vendor-hosted or on-premise solution that complies with the City’s security and backup procedures. If you would like to propose BOTH solutions (onsite AND hosted), you must submit two separate proposals.

**Project budget:** $850,000 for three years, inclusive of all implementation, licensing, and maintenance for the term. It is noted that City Light is interested in a long-term partnership; however, subsequent agreement beyond the initial three year term will be subject to future budget authority.

**Tentative project schedule:** 1 year for implementation services, where the tentative start date is August 2018 and tentative end date is August 2019. Initial 3-year term with an option to renew for an additional 2 years.

**Project location:** For now, the project location is 901 5th Avenue Seattle, WA 98104, but Customer Energy Solutions Division may move from its current physical location to a different address within downtown Seattle prior to January 2020.

**Owner’s project team:** For the period of this contract, City Light anticipates the following to be a part of this project with corresponding designations.

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| --- | --- |
| **Team /Roles** | **Project Roles** |
| Steering Committee | * Governance. Provide guidance and direction with any strategic problems |
| Executive Sponsor | * Overall project accountability |
| Project Sponsor / Owner | * Ensure project delivers agreed business need * Assist in risk mediation |
| Business Project Manager  and CES point Person | * Business project lead. * Assists in development of project and delivery objectives * Assist in allocating business resources |
| Demand Side Management (DSM) Business Project Manager | * As needed support due to complimentary parallel project |
| CES Business Transformation Analyst | * Continuous Improvement * Assist in developing training & communication programs * Allocating business resources |
| Project Manager | * Seattle Information Technology resource and accountability |
| Stakeholders  and Business Planning Partners | * Commit necessary resources for deliverables. * Support training communication and change management plans * Assist in risk mitigation |
| Subject Matter Experts | * Users actively working on project. * Configuration, Testing, Training, and Change Management |
| Configuration, Testing,  Training and Change Management | * Quality Assurance and User Acceptance Testing |

**Critical Information:** Based on our prior Request for Information, we believe that another Customer Energy Solutions project called the Building Analytics database is synergistically linked to our effort to procure a Demand Side Management Program and Tracking system. Both efforts will move forward in parallel with the same release and due dates.

# PURPOSE:

CES is initiating this RFP because we currently lack a single, consolidated system capable of managing our various programs. Our existing programs are tracked in disparate systems and our work processes are often cumbersome or redundant. The disjointed nature of our operations results in inefficiencies as well as reduced customer and staff satisfaction. We are looking to upgrade and consolidate our manifold systems into a single solution that can support our varied and evolving program portfolio. In addition to more traditional energy incentive programs and renewables incentives, CES is pivoting its focus toward a wider array of customer-oriented services including pay-for-performance, electric vehicle infrastructure, and emerging energy technology.

**Project/Services Goals:**

1. Replace the current suite of energy efficiency (EE) program management and tracking solutions with a Software-as-a-Service (SaaS) and/or Commercial Off-The-Shelf (COTS) system that provides a more seamless and integrated program management architecture and lessens IT support requirements for CES’ demand-side program offerings.

2. Provide a holistic view of CES programs and measures by managing, tracking and reporting the business processes for all CES projects and programs.

3. Streamline and automate the various business process workflows throughout the Division, lowering the overhead costs of project management, increasing employee productivity, decreasing average project duration, and increasing programs’ cost-effectiveness. (See the “Supporting Documentation” table in Section 8 *Statement of Work and Specifications* for examples of several key process workflows.)

4. Support, and in some cases, perform data analysis of program, project and customer data to determine return on investment of programs/campaigns as well as segment others for targeted endeavors.

5. Deliver recurring reports; automatically update portfolio, program, and project dashboards; create new reports and broadcasts as needed; and perform ad-hoc analysis. (See the “Supporting Documentation” table in Section 8 *Statement of Work and Specifications* for examples of several desired reports.)

6. Organize and store program and project documentation necessary for compliance with state auditor requirements; act as system of record for project/program-related documentation.

7. Enhanced program and project reporting, ensuring quick and accurate access to meaningful information that will drive better decision-making.

8. Establish strict version control of energy savings calculators and energy conservation measures; track version history and provide access to prior versions when necessary. We have simple rebates, prescriptive/deemed measures, calculated savings, and custom calculated savings, all of which require better management practices. (See the “Supporting Documentation” table in Section 8 *Statement of Work and Specifications* for a sample measure code list and example energy savings calculation workbook.)

9. Establish a flexible and configurable framework that can be used by staff to develop new and unique program workflows. Allow for modular design of programs and delivery channels to support evolving Division services and programs.

10. Eliminate redundant data entry and implement data validation rules to ensure accurate data collection.

11. Provide secure service interface with other systems and reconcile DSM data with City Light’s enterprise systems, e.g. Oracle Customer Care and Billing Version 2.0, Adobe Sign, Summit accounting system, and the future CRM system.

12. Capabilities to offer self-service web portals for utility customers and trade allies to start a project, submit project data and monitor the status of project.

# BACKGROUND:

Customer Energy Solutions collaborates with residential customers, universities, businesses and industry to achieve cost-effective electrical energy savings. These savings are secured through a variety of programs and services designed to purchase energy savings from our customers. Our portfolio has shifted recently to also include customer-focused services, such as a whole-building pay-for-performance program and electric vehicle infrastructure. We anticipate that these kinds of services will represent a larger portion of our program portfolio going forward. At present, CES uses a suite of applications including an Access-based database, named the Commercial Industrial Tracking System (CITS); two Oracle-based databases, the Conservation Acquisition Tracking System (CATS), and the Energy Advisor Dashboard (EABD); and a host of Excel spreadsheets to track these programs and to manage interactions with customers.

All of these solutions and the processes surrounding them have been built up over time to satisfy specific business needs and handle CES’ programs. These point solutions are not adequately integrated, and often CES teams are required to re-key data in order to share information between systems. It is impossible to produce real-time performance reports, because CES is unable to pull all the program data at any given time and we lack any dashboards that would automatically consolidate this information. Business processes are cumbersome, involving challenging hand-offs, manual steps, and redundant data entry. Processing incentive documentation, for example, is largely a manual process with physical documentation redundantly being ferried between groups rather than through clearly defined workflows in an electronic format. None of our data systems are integrated, and function largely as disconnected reporting systems rather than real-time tracking systems.

The Division’s energy savings reporting for Initiative 937—a clean energy initiative passed in Washington State in 2006 that requires utilities undertake all cost-effective energy conservation and meet biennial targets—utilizes a database from the Bonneville Power Administration (BPA) as its single repository for all energy savings. City Light is unable to validate data from this source. This could be a potential area of risk for liability in the accuracy of the data and transparency in data collection. This approach lacks visibility, flexibility, scalability and does not provide a holistic program or project view, in addition to running counter to best practices. These gaps threaten CES’ ability to effectively meet compliance requirements and energy savings goals, and prevent us from identifying opportunities for new and current programs to better serve our customers.

Additionally, the current systems we have in place have limited tools for facilitating project processing. We have no easy means of transparently conveying vital project information or next steps to all project stakeholders. Even basic information such as where a given project is its lifecycle and what steps or documents are required to proceed require manual investigation and communication by internal staff. This slows down our ability to push these projects through our programs, creates confusion for customers and trade allies, and creates non-value-added work for already overburdened staff. For example, our commercial/industrial energy efficiency programs bake project management functions into our Excel-based project calculators that are primarily designed to estimate energy savings and incentive payments. In addition to major version control issues with these workbooks, it is impossible to aggregate data across projects without first entering this data into a separate system—a very time-consuming and often infeasible task. This leaves us unable to quickly see a snapshot of our program portfolio and prevents us easily conducting vital analytics to improve our customer offerings.

Attached below are CES’ 2018 org chart and the 2014 Annual Report for our division. These provide greater insight into our operations, and outlines the various programs we run. The annual report serves as an excellent example of the kind of report we need to put together using our program data and how it needs to roll up. Program overviews begin on page 10. In the future we anticipate additional programs such as electric vehicle infrastructure support, and whole-building approaches to inducing deep retrofits in commercial buildings.

NOTE: Our division is referred to as the Conservation Resources Division (CRD) in this document—our name has subsequently changed to Customer Energy Solutions.

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**Critical data (available):** The project tracking database, the Commercial Industrial Tracking System (CITS) is an Access database, and the main repository for our commercial and industrial programs. It contains about 14,000 project specific records. Roughly 40 individuals—about half of CES—utilize this database on a regular basis, either entering data into the system or extracting information for reporting and analytic purposes. The calculation of energy savings and incentives for most of our commercial/industrial projects is done in Excel spreadsheets and that output is manually entered into CITS.

Another source of data for our smaller customers and multifamily new construction projects is the Conservation Acquisition Tracking System (CATS). This system has about 15,000 project records and is linked to our former billing system. This system was retired in October 2016 but is currently the only location where past project information can be accessed.

We house our residential, renewable and some small commercial energy savings information in a series of Excel spreadsheets, which contain similar critical data. These spreadsheets house information for thousands of past projects. For our multifamily buildings and Powerful Neighborhoods program, we have approximately 2,100 records.

There is a separate, Oracle-based system that is used in CES to log customer inquiries and track potential project leads, referred to as the Energy Advisor (EA) Dashboard with approximately 66,000 records. We anticipate much of these data being migrated to the new system, as we would like to unify our lead tracking efforts with our project tracking system.

Critical data stored across these systems include:

* Customer contact information (e.g., name, number, email, name of authorized signer)
* Energy savings, whether calculated in-house or prescribed through a unit energy savings (UES) determined by the Bonneville Power Administration and incentive payment detail.
* Contractor contact information, if applicable
* Project information (e.g., facility name, address, measure types installed, estimated and final energy savings, number of units installed)
* Measure code look-up tables
* Project administrative details (e.g., staff on project, project number, date assigned, measure installation date, project status, key project milestone dates)
* Key project documentation—documents, such as incentive contracts that are required to process projects and/or provide incentives.

CES as a division uses these data for many different purposes. We require these data to calculate annual and biennium energy savings, and incentives payments, for our entire portfolio by program and measure code. For preparing our conservation potential assessment(s) we also have a need to compile energy savings by measure and building type. We would also like to conduct other benchmarking reports regularly, such as the cost per kWh by program, average project processing times by stage, and measure-level energy savings breakdowns. These reports would help us understand the state of our programs and give us reliable performance metrics.

**Critical data (not available):** We lack or have poor access to several critical data fields necessary for performing our key tasks in CES.

* Historical energy consumption–we will need to pull this information from the utility’s billing/meter system, CCB and MDM (Oracle-based billing systems), ideally integrating these data into the DSM tracking system.
* Utility rate codes—also in CCB/MDM
* Building type—likely to reside in our future BA system; currently exists in a flat file and various other sources
* Interval consumption data—currently doesn’t exist in the utility, but will eventually be integrated into CCB/MDM
* External measure code libraries—we will need to either pull or receive Bonneville Power Administration’s list, so we can sync it with our own internal lists
* Deemed savings look-up tables – need to either pull or receive from the Bonneville Power Administration
* Discrete Address Point (DAP) – need to assign a DAP to each unique project address. This is accomplished by a look-up table in CITS, which CES receives from Seattle Public Utilities.
* The lack of program or portfolio dashboards hinder our ability to visually depict progress against goals.

Additionally, much of the information we do gather is hard to aggregate and subsequently slice and dice for analytic purposes. We also lack basic functions such as address or account verification. We would like to be able to easily roll up reliable information by program, project, building, customer, trade-ally, internal staff, measure code, and status to make meaningful business decisions and fulfill our reporting requirements.

# OBJECTIVES:

Customer Energy Solutions seeks to purchase an off-the-shelf system that enables project development staff to easily track and update their projects’ status. The tracking and program management system will allow for greater speed and efficiency to manage our energy efficiency programs, incorporate all energy efficiency teams into one space, and provide transparency of program activity both internally and externally.

The centralized data will serve the planning and evaluation teams by simplifying the ability to respond to data requests, compliance reports, etc. The intent is to minimize the need for additional databases or project/program tracking systems within CES. The ability to perform monthly forecasting for all energy efficiency programs will be part of the solution. The final objective is related to reporting and to enable users to pull reports easily, track progress without manually searching data, and minimize checking numbers from separate systems because the reports will be pulling from the same data source.

The system has robust, flexible workflow functionality for staff. It clearly articulates the necessary steps and information needed in any given workflow stage, can store required documentation and information, and alerts stakeholders of their assigned tasks. The system provides project development staff with an easy-to-use project dashboard that provides high level metrics on their projects and at-a-glance statuses for each project, along with flags for any for whose input is currently needed for each project. It also gives customers and trade allies a portal to see their list of current and past projects, and provides a platform to submit new potential projects to City Light. Additionally, the system has robust reporting and data-slicing features. Staff can roll-up and extract key project and program information from the system for further analysis in other software packages (e.g., Excel).

We anticipate that the successful vendor will provide adoption support by building engagement, provide training and change management (smoothing the transition from old systems and processes to CES’ new framework) We view the vendor as a trusted partner in meeting our needs who can accommodate an evolving electric utility environment. In particular the successful vendor would:

* Suggest ways to reduce costs and improve quality.
* Understanding City Light’s strategies, goals and customers.
* Provide insight into trends associated with our industry
* Offer solutions to meet this evolving industry.
* Demonstrate a deep understanding of utilities’ operations and the current state and near-term direction of the energy market.
* Strong knowledge of energy efficiency and renewable programs
* Strong command of best practices for program delivery.

**Key Measurement of Success:**

* CES end-users will experience high-end adoption rate to quickly implement and start using the system.
* Improved project workflow, as indicated by decreased project processing time.
* Project implementation is on schedule and all milestones deliverable as specified and agreed upon. Continuing maintenance and support is prompt and responsive. Changes/adjustments will be documented via change orders or quality assurance reports.
* DSM system reduces program reporting time and portfolio analysis.
* The change management aspects of this project are implemented and managed in an appropriate and timely fashion to ensure successful adoption within the CES Division.

# 5. MINIMUM QUALIFICATIONS:

The following are minimum qualifications and licensing requirements that the Vendor must meet in order for their proposal submittal to be eligible for evaluation. The City requests a one-page or appropriate-length document as part of your proposal response, to clearly show compliance to these minimum qualifications. The RFP Coordinator may choose to determine minimum qualifications by reading that single document alone, so the submittal should be sufficiently detailed to clearly show how you meet the minimum qualifications without looking at any other material. Those that are not clearly responsive to these minimum qualifications shall be rejected by the City without further consideration:

1. Vendor has successfully demonstrated capacity to deliver similar systems within the last 4 years
2. Vendor is familiar with the operations and activities of electric utilities, and possesses knowledge of energy efficiency measures and renewable technology

# MANDATORY TECHNICAL REQUIREMENTS:

The following are mandatory technical requirements that the Vendor must meet for the proposal to remain eligible for consideration:

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| 1 | System must provide a database for tracking key transaction results for participants in CES' energy efficiency programs and related services (e.g., solar incentives, electric vehicle charging infrastructure support). |
| 2 | System must provide straightforward method for adding new programs and program components. |
| 3 | System must provide straightforward method for adding new data elements and editing existing ones for programs and program components. |
| 4 | System must allow for and track multiple levels of project detail (e.g., measure, project, premise, site customer, corporate customer). |
| 5 | System must maintain data table of fields for customers, participants, and building contacts; name, title, company, phone, and email for main building contact, owner, authorized contract signer, building manager, and engineer. |
| 6 | System must allow varying levels of security-controlled, role-based access to staff, program contractors, system administrators and regulators. |
| 7 | System access rights must be controlled via security rights assigned to each user. |
| 8 | System must comply with Seattle City Light’s and City of Seattle's technical, information technology, data, privacy, and application security requirements. |
| 9 | Capture program/service offering data including but not limited to: program results, program expenditures related to program administration, incentive paid, measure costs, measure description, measure life, measure life status based upon remaining savings life, net to gross ratios, marketing, evaluation, individual contractor/trade ally performance, project completion dates and durations, kWh savings, active project counts. |
| 10 | System must assign and track measures using unique identifiers. |
| 11 | System must assign and track projects using unique identifiers. |
| 12 | System must create predefined, standard reports (e.g., I-937 progress to goal, BPA quarterly reports, energy savings forecasts, progress to date by program). |
| 13 | Provide a metrics dashboard showing high level program and portfolio data at-a-glance. |
| 14 | System must allow user-defined workflow stages and milestones for each program and component. |
| 15 | System must be capable of supporting complex programmatic workflows that can route project tasks appropriately, enforce business rules and logic, and send notifications. |
| 16 | System must allow program managers to define and associate program goals and key performance indicators for each program. |
| 17 | System must include or be capable of creating a project manager dashboard that displays all active projects, status, and next steps |
| 18 | System must track projects through program-specific milestones. |
| 19 | System must store different values within measures based on effective date or version. Different values such as measure life, deemed savings, or tracking fields. |

# MINIMUM LICENSING AND BUSINESS TAX REQUIREMENTS:

This solicitation and resultant contract may require additional licensing as listed below. The Vendor needs to meet all licensing requirements that apply to their business immediately after contract award or the City may reject the Vendor.

Companies must license, report and pay revenue taxes for the Washington State Business License (UBI#) and Seattle Business License, if they are required to hold such a license by the laws of those jurisdictions. The Vendor should carefully consider those costs prior to submitting their offer, as the City will not separately pay or reimburse those costs to the Vendor.

**Seattle Business Licensing and associated taxes.**

1. If you have a “physical nexus” in the city, you must obtain a Seattle Business license and pay all taxes due before the Contract can be signed.
2. A “physical nexus” means that you have physical presence, such as: a building/facility located in Seattle, you make sales trips into Seattle, your own company drives into Seattle for product deliveries, and/or you conduct service work in Seattle (repair, installation, service, maintenance work, on-site consulting, etc).
3. We provide a Vendor Questionnaire Form in our submittal package items later in this RFP, and it will ask you to specify if you have “physical nexus”.
4. All costs for any licenses, permits and Seattle Business License taxes owed shall be borne by the Vendor and not charged separately to the City.
5. The apparent successful Vendor must immediately obtain the license and ensure all City taxes are current, unless exempted by City Code due to reasons such as no physical nexus. Failure to do so will result in rejection of the bid/proposal.
6. Self-Filing You can pay your license and taxes on-line using a credit card [www.seattle.gov/self/](http://www.seattle.gov/self/).
7. For Questions and Assistance, call the License and Tax Administration office which issues business licenses and enforces licensing requirements. The general e-mail is [tax@seattle.gov](mailto:tax@seattle.gov). The main phone is 206-684-8484.
8. The licensing website is [www.seattle.gov/licenses](http://www.seattle.gov/licenses).
9. If a business has extraordinary balances due on their account that would cause undue hardship to the business, the business can contact our office to request additional assistance. A cover-sheet providing further explanation, along with the application and instructions for a Seattle Business License is provided below for your convenience.
10. Those holding a City Business license may be required to report and pay revenue taxes to the City. Such costs should be carefully considered by the Vendor prior to submitting your offer. When allowed by City ordinance, the City will have the right to retain amounts due at the conclusion of a contract by withholding from final invoice payments.

An application for a Seattle Business License can be found at <http://www.seattle.gov/licenses/get-a-business-license>

**Mandatory State Business Licensing and associated taxes.**

Before the contract is signed, you must provide the City with your State of Washington “Unified Business Identifier” (known as UBI #) and a Contractor License if required. If the State of Washington has exempted your business from State licensing (for example, some foreign companies are exempt and in some cases, the State waives licensing because the company does not have a physical or economic presence in the State), then submit proof of that exemption to the City. All costs for any licenses, permits and associated tax payments due to the State as a result of licensing shall be borne by the Vendor and not charged separately to the City. Instructions and applications are at <http://bls.dor.wa.gov/file.aspx>

**Permits**: All permits required to perform work are to be supplied by the Vendor at no additional cost to the City.

# STATEMENT OF WORK AND SPECIFICATIONS:

1. Fully functioning production, testing, and training environment useable by stakeholders and staff that manages all of CES’ DSM programs and projects.

* All environments should be fully operable with historical data successfully loaded into the new system from legacy systems.
* This includes fully operating program workflows and process maps that identify the workflow of projects and key documentation.
* All minimum requirements outlined in the requirements section are met, as well as security and privacy standards provided by Seattle IT.
* Vendor to provide data preparation.
* Vendor to advise City on available updates.
* Vendor shall also be required to regularly improve the system with new/enhanced features requested from their customer base.
* Vendor shall have an escalation process to be established for City Light to request new features and enhancements.

2. Current and historical projects and programs are migrated into the system, and integrations are established with key systems.

* Several years of project and program data from legacy systems (e.g., CITS) are migrated into the new system. The exact number of years to be determined during the clarification phase of the RFP process.
* Integrations are established with CCB and MDM, City Light’s billing system, and customer consumption and profile data are pushed successfully into the vendor’s solution.
* Adobe Sign is successfully integrated with the system, enabling electronic signature of documentation.

3. User Acceptance Testing (UAT) and software training.

* Vendor coordinates with CES and Seattle IT to develop user acceptance testing criteria and facilitates UAT testing sessions with City Light staff.
* New system meets the established UAT standards and is approved by Seattle IT.
* Vendor provides software trainings for CES staff. This training should be designed to familiarize CES employees with both the software in general as well as how to utilize it for effectively managing their programs and projects.

4. Change management support.

* Vendor will assist CES will change management efforts, providing software training for staff (covered above).
* Vendor to provide guidance on best practices and business process design.
* Vendor will work with staff during implementation to convert the current program processes and workflows into the new system, and support staff in understanding what the transition will look like.

5. Project management

* Vendor will provide regular progress reports on project status, budget tracking, provide issue escalation as necessary, identify and track issues/risks, and track status of bugs.
* Vendor will also provide updates on detail how process workflows will work in the system, providing documentation and process maps for new program workflows.
* Vendor will prepare any changes orders as necessary.

6. Continuous Improvement

* Vendor to provide process where City Light can propose new features and receive feedback on proposals.
* Channel by which to escalate issue or problems
* Opportunity to collaborate with other electricity utilities to modify schedules and updates.

7. Troubleshooting and technical support throughout project lifecycle.

* Vendor will support the software platform, troubleshoot potential errors and bugs, and provide support to CES if technical or process questions arise throughout a stabilization period as specified during the pre-award clarification stage of the RFP process.
* Vendor will provide customer service and technical support throughout the lifecycle of the project.

**User stories:** Below are a set of user stories describing the roles and responsibilities of key CES staff and use cases they envision for the new system. These are intended to a give a flavor of the kinds of work done by CES and ways we anticipate the new system helping us in our work rather and an exhaustive accounting of every aspect of our work:

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| **Energy Advisor (EA):** As an EA, I am often the first contact point for new customers who are interested in our incentive programs. My job is to guide customers to a program or solution that will best meet their needs and connect them with the appropriate CES staff. I would use the DSM system when answering inquires to our conservation helpline and steer customers to potential program offerings. I would log potential project leads in the DSM system which would populate a project lead queue that is utilized by our project development staff. I would record all basic customer and project information and likely provide a brief written description of the envisioned scope for the potential energy efficiency project. The lead would then be routed by the system to the appropriate program for supervisor/manager review. I’d also like to pull lead data for analysis purposes (e.g., to assess the conversion rate of leads to actual projects and what attributes might be predictive indicators of lead-to-project conversion).    **Energy Management Analyst (EMA):** As an EMA, I manage a portfolio of projects within one or more of CES’ programs. My primary objective is to work with customers and trade allies to efficiently process their incentive-eligible energy conservation projects. I work predominately in the commercial/industrial and multifamily spaces and rely heavily upon energy consumption history data from our billing system.  Using a series of Excel-based tools, I calculate incentive estimates and validate the energy savings of a project based on the proposed energy efficiency measures installed and baseline conditions. Depending upon the scope and scale of the project, I use varying degrees of engineering expertise and judgment to facilitate the implementation and completion of a project. I would use the DSM tracking system as a tracking system for all projects. When I log in, I would see the statuses of all my projects at a glance via a home dashboard. I could click on any individual project and it would show me the status of the project in greater detail, displaying what the next step is, who is responsible for completion, and what information/documentation is needed to proceed. For simple rebate and prescriptive incentive projects, the system should be able to automatically calculate energy savings by referencing a unit energy savings look-up table that is stored in the database and regularly updated, with historical measure savings tracked as well. These data are derived from the Bonneville Power Administration’s unit energy savings lists and would be baked into the DSM system.  I would also use the DSM tracking system to follow new project leads and pursue them. I might also use the system to refer to past projects and participants and see if I can generate a lead on my own using the historical program and project information available in the system. I might, for example, look for a building or customer who hasn’t participated in our programs recently and might need an energy efficiency upgrade, so being able to search by customers or buildings that meet certain criteria (e.g., has done a project but not in the past five years), would be incredibly helpful.  Additionally, the system would alert various stakeholders, such as customers or my supervisor, when tasks are assigned to them and required for the project to continue, and I can manually send reminders as necessary. These users can upload information directly to the system.  I often go into the field to perform inspections on the project site, gather project information (e.g., fixture count), and take photos, which would all be stored in the solution as part of the project’s details. The DSM tracking system should be mobile-optimized, ideally with its own app, so that I can gather information in the field and automatically update the system’s project details on site.  **Program Supervisor/Manager:** As someone in charge of a team of staff, I need to easily view the projects currently on my staff’s plate, and roll up our total energy savings and incentive expenditures across customizable time periods. I would like to have a dashboard that I can customize to provide performance metrics of my staff at the individual and aggregate levels, so I can quickly understand the health of my staff’s project portfolios and provide reports to upper management on our annual progress to date for meeting our energy savings goals. I need to be able to see what items, if any, are currently in my queue for approval or review, and to provide feedback to my staff on their calculations and assumptions. I also need to be able to view the details of individual projects as the need arises, including any relevant attached documents, and to delegate authority for things such as QC approval and signature authority when necessary (e.g., when I’m out of the office). There are times when I might have a project of my own that I am responsible for, and will need the same functionality as my staff.  **Program Planner:** As a program planner, my goal is to improve our suite of energy efficiency and renewable program offerings, forecast future market conditions, and provide recommendations to the division for adapting to current and future trends. To accomplish those goals, I need to understand the conservation potential in City Light’s service territory; identify conservation trends and opportunities for new and existing programs; and understand customer demographics and building characteristics and how those factors interplay with energy efficiency programs and measures. I would use the DSM tracking system to pull aggregated information on programs, project histories, and conservation measures for analysis and pattern recognition. I would use the system to understand the penetration of a program or measure by building type. I can then determine if it is worthwhile to design program offerings to reach those customers or building types. To that end, I would regularly need access to rolled-up information rather than information at an individual project, building, or measure level. Additionally, I would need to be able to slice and dice these data by key dimensions such as building, measure code, geographic location, customer, trade ally/contractor, year, etc. Similar to the evaluation team, a lot of my data “slicing and dicing” may take place in other programs (e.g., Tableau, SAS, R, ArcGIS). My goal is to provide the high-level long-term view of the market and provide strategic recommendations for what our programmatic offerings and approach should be.  **Program Evaluator:** As a program evaluator, my job is to conduct evaluations of our programs’ efficacy and ultimately determine the actual savings accrued by our various programs and our initial saving estimations. We are regularly audited by third-parties such as the Washington State Auditor’s office, and the Bonneville Power Administration, and our evaluations help us meet the standards set by those organizations. As an evaluator, I regularly need access to large swathes of program level data, and often need to sample from a population of projects in order to conduct statistical analysis upon them. To that end, I need access to nearly all program and project data collected, and need to be able to roll it up as needed and drill down based on a wide array of data dimensions (e.g., year, program, measure-type, building type, rate code). I would use the DSM tracking system largely to extract data for analysis and combine it with other datasets such as consumption history from our billing system. It’s more important for me to be able to extract data dumps than it is to use the system’s reporting functionality, as my analyses typically make use of robust statistical packages such as SAS, R, and Tableau. I’m also interested in calculating the cost-effectiveness of our efforts from a measure, program, and portfolio perspective; and from a total resource cost and a utility cost perspective.  **Residential & Renewables PM:** As a residential program manager, I am responsible for a suite of energy efficiency programs that span a wide array of technologies and delivery channels. Depending upon the programs I’m responsible for, I might focus on residential weatherization and in-home energy audits, formulating agreements with big box retailers to offer instant retail discounts for lighting products, or behavioral transformation. I often work closely with third-party vendors who supply services and collect/manage program and project data, and I regularly receive data in flat files that need to be converted or uploaded to our current Excel-based tracking system.  I would use the DSM tracking system to track projects and program participants, as well as key project and product documents. I would track energy savings and expect the system to calculate the deemed energy savings based upon inputted values. I also need to track participation in our programs by customer and building, track energy savings, know how many projects have been completed and paid out across varying time spans, know the number of measures installed by measure type, know the status of projects (e.g., waiting for bid, bid received, etc.), analyze how long projects spend in each stage of the project lifecycle, know what’s in my task queue for review with a dashboard, store and access relevant project documents in the system, automate project task routing via workflow functionality, create new workflows for emergent programs. I would like our trade allies to have limited access to these systems to add project information on a regular basis or have a means of easily uploading their data dumps to the DSM system.  For renewable-related programs, I would like to use this system to track energy production from metered solar systems within the service territory. These systems could reside on individual residential structures, could be associated with larger commercial-sized systems for our community solar program, or might be associated with systems on affordable housing projects. The tracking of energy production on a monthly and annual basis would assist in providing production incentives to these customers. Dashboards to visually communicate production by customer class would be valuable. Using a new tracking/reporting system to house the customer information associated with these projects could be very useful if it doesn’t duplicate data elsewhere in the utility.  **Lighting Design Lab Staff:** As a member of the Lighting Design Lab, part of my work entails working with customers to understand their lighting needs and generating leads for our Project Development staff (EMAs). While I wouldn’t use the DSM tracking system often, I would likely employ it to submit potential leads to our project lead queue, and track our successful lead-to-project conversion rate. This would help us with resource planning and knowing how to better allocate our efforts in maximizing value to the subset of customers we serve.  **Agreements & Rebate Processing (ARP):** As an ARP research and evaluation analyst, I am responsible for quickly and efficiently processing many of the incentive contracts we have with our commercial and industrial customers. My team is also the primary business owner of CES’ current tracking system, CITS. We utilize this database in our daily work, logging project and customer information, querying data for other CES business units, and compiling and routing contract and project documentation for sign-off.  I would use the new system to automate many of the processes we currently have in place, eliminate the multiple data entry points that currently exist for project information, and automate workflow routing of project documents to required signers. I would also like to be able to store our program-specific contract documents within the system, which my team can edit as updates are required. These updates should cascade down so that when new projects are added to the system, they utilize the new documents, while old ones retain their legacy documentation. To that end, I would like to have the system track the version history of program-specific documents and have access to the metadata associated with it (e.g., document version change dates). Being able to store our program and project documentation, such as contract language and boilerplate forms, on the system and being able to update it with version control would greatly free up my time to conduct analyses and run reports on our data.  **Support Services Reporting:** For compliance reporting, a mandatory task for CES, I need to aggregate our total energy savings by program and by BPA measure code. Our reporting to BPA is, currently, the one place where all our program savings are reported in total. Currently, BPA reporting is a very time consuming and manual process to match our measure codes to their reference numbers. To facilitate this, the new system would require a look-up table to map City Light’s internal measure code list to BPA’s, and, ideally, a series of canned reports that can be run on a regular basis (e.g., monthly) to provide leadership with fresh insight into the status of our project portfolio.  I also need to run monthly metrics reports for our division. This includes year-to-date program-specific energy savings from completed projects and year to date budget actuals by program. The report includes fixed annual kWh program goals and an allocated incentive budget per program. The report also includes a forecast for energy savings and expenditures. Because the underlying data for this report are based on multiple sources and are manually entered in different forms (e.g. some data is entered as incremental and some data is entered as year-to-date), it is a very time-consuming effort. Ideally, the DSM tracking system could facilitate this by incorporating critical look-up tables and formulas into the system, and connect with our billing system to generate the final report.  Another key reporting function is a quarterly progress report for our biennium 2-year target for Initiative-937 (I-937). The focus is on completed projects for this report and the savings are rolled up to the sector level for reporting purposes. This report is generated using the same data that generates the monthly metrics report.  I am also responsible for producing our budget and expenditures report. Reporting current year spending for each program against the current year budget was previously mentioned in the Monthly Metrics report as well as the annual Cost Effectiveness report. Budget versus expenditure tracking is complicated because (1) City Light does not budget by program (each program’s budget is based on an allocation methodology mentioned above) and (2) City Light’s use of encumbrance carryforwards.  In order to provide the information, we need data from Summit,\* the City of Seattle’s financial management system. Monthly expenditure data is extracted from Cognos (an Oracle-based BI platform used by the utility), downloaded into Excel, filtered or pivoted based on the program’s assigned Summit activity number and the Summit account number and then reconciled against a custom Purchase Order data report (also extracted from Cognos and lists all of the division’s encumbered purchase orders -- date encumbered, and payments made) to identify which payments were applied to current or previous year purchase orders. This is a manual process which is not only time intensive, but also increases the chance of inaccuracies. There is currently no report available in Summit or can be extracted from Cognos that provides this information. Tracking current year expenditures against current year budget has been an ongoing issue within City Light, due to the large number of encumbrances carried forward each year. If the new DSM tracking system can quickly and accurately roll up our encumbrances, outlays, and match that against our budgeted totals, this normally cumbersome task would be made trivial.  \*Summit is an Oracle/Peoplesoft-based system and was updated in January 2018 to PeopleSoft 9.2. |
|  |

**Special Considerations:** City Light plans to incorporate the functionality from our Energy Advisor (EA) Dashboard. This system tracks customer inquiries of all sorts, not just potential project leads. To that end, our desire for the system deviates at least partially from the energy-oriented program and project tracking systems in the field. See the table below for a very brief primer into what the EA Dashboard collects and one way in which it’s used.

We also have programs that go beyond offering “traditional” energy efficiency incentives. We are developing an **electric vehicle program** that provides charging infrastructure throughout City Light’s service territory. This program is currently a pilot, but is anticipated to grow substantially over the next few years, and we anticipate tracking program-related information in this system.

We are also piloting a **pay-for-performance program** that pays out incentives based on whole-building consumption. This program has generated much interest, and will likely be a key element of our program offerings for commercial and industrial customers. This program and its corresponding projects are also expected to be tracked in the new system. Likewise, although we do not currently offer demand response-based programs, it is an area we might explore in the future, as the Northwestern energy market continues to evolve.

Additionally, City Light has a number of established solar programs that will be expected to be tracked in some capacity in the new tracking system. These programs are concerned with accounting for and paying customers based on their energy production throughout the year. Though we do not anticipate the system to manage the financial transactions, we expect some level of integration between it and our financial management system, Summit, would greatly facilitate these programs’ operations. Possible hurdles might be interfacing with other Utility systems such as billing (Oracle CC&B) or finance (Summit). This system is not the utility’s CRM. Data from this system may integrate with a future utility CRM.

Finally, CES has implemented an Adobe Sign electronic signature and document management system in mid-2017, and we have designed workflows and processes to take advantage of that software’s capability. We anticipate continuing to use Adobe Sign for signing contract agreements with customers, and would like to make the business workflow between the future tracking system and Adobe Sign as seamless as possible.

**Functional technical requirements**

We have compiled a list of functional and infrastructure requirements. They are included as part of mandatory responses in section 12.4

**Informational or Supporting Documents:**

The table below contains a set of supplemental documents that provide additional context about CES’ operations. Items 1-4 below outline several process workflows conducted by CES today. While not exhaustive, this list should provide a decent idea of how rebates and projects proceed from cradle to grave in CES. Item details a non-exhaustive list of reporting needs we currently have and expect from the future tracking system. Items 6 and 7 are list of commercial measure codes and an example energy savings calculator. Item 8 provides a brief view into the format and information gathered by our Energy Advisors in the EABD system. Finally, Item 9 is a glossary of terms for your reference.

Supporting Documentation

|  |  |  |  |
| --- | --- | --- | --- |
| **#** | **Attachment Description** | **How file is used** | **Attachment** |
| 1 | Diagram of our Participation Agreement workflow process—the standard processing steps for most commercial project that don’t require special customized calculations. Typically lighting projects fall under this workflow, and many other project types are expected to brought into this process. This is the primary workflow for the commercial/industrial incentives. | Visual document depicting major steps in the project workflow for Participation Agreement eligible projects. |  |
| 2 | Diagram of our Smart Business program, which targets small businesses  for replacing existing inefficient lighting with approved energy efficient lighting equipment. | Visual document depicting major steps in the project workflow for the Smart Business Program. |  |
| 3 | Diagram of our Weatherization program in the commercial sector. | Visual document depicting major steps in the project workflow for the Weatherization Program. |  |
| 4 | Diagrams of three separate workflows depicting a number delivery channels for our residential programs. They depict our standard residential rebate process, both with and without consultant service provision, and our retail instant discount program, which is a midstream energy efficiency program that works with big box retailers to provide on-site discounts to customers. | Visual document depicting major steps in the workflows of several residential programs, including our retail instant discount program.  Note: this is not an exhaustive list of workflows, but illustrates a number of key processes in their current state. |  |
| 5 | A list of reports we would like to see baked into the new tracking system. Currently, these are either manually created at regular intervals or only compiled on an *ad hoc* basis if possible. | Reference document for our reporting desires. This is not an exhaustive list. |  |
| 6 | A list of measures codes housed in the Commercial Industrial Tracking System (CITS). This measure code list is not exhaustive, and what’s listed is likely to change between release of the RFP and implementation. Additionally, this isn’t the sole list of measures relevant to CES, as it needs to be mapped to measure code lists for other organizations, such as BPA. | A reference document for our commercial measure codes. |  |
| 7 | Sample energy savings calculation workbook used for our standard retrofit lighting projects. These projects are almost all processed through the Participation Agreement workflow outlined above. | The workbook contains many elements of project management which we hope to incorporate into the new tracking system. |  |
| 8 | A brief view into our Energy Advisor Dashboard (EABD), an Oracle-based call tracker used by our EAs to track calls and potential customer leads. | As a brief view into the EA dashboard and its setup. |  |
| 9 | A glossary of terms and acronyms used in the energy industry, as well as terms specific to the City of Seattle and City Light. | Reference document. |  |

1. **INDEPENDENT CONTRACTOR AND CITY SPACE REQUIREMENTS:**

The Vendor is working as an independent contractor. Although the City provides responsible contract and project management, such as managing deliverables, schedules, tasks and contract compliance, this is distinguished from a traditional employer-employee function. This contract prohibits vendor workers from supervising City employees, and prohibits vendor workers from supervision by a City employee. Prohibited supervision tasks include conducting a City of Seattle Employee Performance Evaluation, preparing and/or approving a City of Seattle timesheet, administering employee discipline, and similar supervisory actions.

Contract workers shall not be given City office space unless expressly provided for below, and in no case shall such space be made available for more than 36 months without specific authorization from the City Project Manager.

The City expects that at least some portion of the project will require the Vendor workers to be on-site at City offices. This benefits the City to assure access, communications, efficiency, and coordination. Any vendor worker who is on-site remains, however, a vendor worker and not a City employee. The vendor shall ensure no vendor worker is on-site at a City office for more than 36 months, without specific written authorization from the Project Manager. The vendor shall notify the City Project Manager if any worker is within 90 days of a 36 month on-site placement in a City office.

The City will not charge rent. The Bidder is not asked to itemize this cost. Instead, the vendor should absorb and incorporate the expectation of such office space within the vendor plan for the work and costs as appropriate. City workspace is exclusively for the project and not for any other vendor purpose. The City Project Manager will decide if a City computer, software and/or telephone is needed, and the worker can use basic office equipment such as copy machines. If the vendor worker does not occupy City workspace as expected, this does not change the contract costs.

1. **BACKGROUND CHECKS:**

**Background Checks and Immigrant Status**

Background checks will be required for workers that will be performing the work under this contract. The City has strict policies regarding the use of Background checks, criminal checks, immigrant status, and/or religious affiliation for contract workers. The policies are incorporated into the contract and available for viewing on-line at: [http://www.seattle.gov/City Light-purchasing-and-contracting/social-equity/background-checks](http://www.seattle.gov/city-purchasing-and-contracting/social-equity/background-checks)

1. **INSTRUCTIONS TO VENDORS:**

## Proposal Procedures and Process.

This chapter details the City procedures for directing the RFP process. The City reserves the right in its sole discretion to reject the proposal of any Vendor that fails to comply with any procedure in this chapter.

## Communications with The City.

All Vendor communications concerning this acquisition shall be directed to the RFP Coordinator. The RFP Coordinator is:

**Presley Palmer**

**Procurement Strategic Advisor**

**The City, Purchasing & Contracting Services**

**206-233-7158**

[**Presley.Palmer@seattle.gov**](mailto:Presley.Palmer@seattle.gov)

Unless authorized by the RFP Coordinator, no other City official or City employee is empowered to speak for the City with respect to this acquisition. Any Proposer seeking to obtain information, clarification, or interpretations from any other City official or City employee other than the RFP Coordinator is advised that such material is used at the Proposer’s own risk. The City will not be bound by any such information, clarification, or interpretation.

Following the Proposal submittal deadline, Proposers shall not contact the City RFP Coordinator or any other City employee except to respond to a request by the City RFP Coordinator.

## Contact by a vendor regarding this acquisition with a City employee other than the RFP Coordinator or an individual specifically approved by the RFP Coordinator in writing, may be grounds for rejection of the vendor’s proposal.

## 11.2 Pre-Proposal Conference.

A Pre-Proposal Conference will be conducted to provide an overview of the project scope as well as procurement process procedures. An “proposal development” workshop\* will also be conducted, which will provide vendors with a simulated proposal scenario based upon the specific evaluation criteria listed in this RFP.

**Tuesday, March 6th**

|  |  |
| --- | --- |
| **Pre-Proposal Conference** | **Proposal Development Workshop** |
| **1:00PM – 3:00PM Pacific Time Zone**  **Seattle Municipal Tower**  **Room #4050/4060 (publicly accessible floor)**  **700 5th Avenue**  **Seattle, WA 98104** | **3:30PM Pacific Time Zone**  **Seattle Municipal Tower**  **Room #4050/4060 (publicly accessible floor)**  **700 5th Avenue**  **Seattle, WA 98104** |

Though the City will attempt to answer all questions raised during the pre-proposal conference, Vendors are encouraged to submit questions they would like addressed at the pre-proposal conference to the RFP Coordinator, preferably no later than three (3) days in advance of the pre-proposal conference. This will allow time to research and prepare helpful answers, and better enable the City to have appropriate representatives in attendance.

**Vendors are strongly encouraged to send lead members of their project team that would be assigned to the project if awarded (in lieu of business development or sales personnel).**

Those unable to attend in person may participate by skype or telephone via the link and/or number(s) below.

[Join Skype Meeting](https://meet.seattle.gov/presley.palmer/M9HSDS50)  (Trouble Joining? [Try Skype Web App](https://meet.seattle.gov/presley.palmer/M9HSDS50?sl=1))

Join by phone

206-386-1200, access code: 2171239

844-386-1200, access code: 2171239

[Find a local number](https://dialin.seattle.gov?id=2171239)

Conference ID: 2171239 (same as access code above)

Vendors are not required to attend in order to be eligible to submit a proposal. However, the City will be utilizing a new procurement method, to evaluate Vendor qualifications as a part of this RFP; therefore, it is ***strongly recommended that interested Vendors attend the Pre-Submittal Conference in person***, which will consist of a detailed review of the procurement process. This is an opportunity for Vendors to raise concerns regarding specifications, terms, conditions, and any requirements of this solicitation. Failure to raise concerns over any issues at this opportunity will be a consideration in any protest filed regarding such items that were known as of this pre-proposal conference.

\* Note: the “proposal development” workshop will only be available to vendors who attend in person.

## Questions

## Questions are to be submitted to the RFP Coordinator no later than the date and time on table 1 page 1, in order to allow sufficient time for the RFP Coordinator to consider the question before the bids or proposals are due. The City prefers such questions to be through e-mail directed to the RFP Coordinator e-mail address. Failure to request clarification of any inadequacy, omission, or conflict will not relieve the vendor of any responsibilities under this solicitation or any subsequent contract. It is the responsibility of the interested Vendor to assure that they received responses to Questions if any are issued. Changes to the RFP via Addenda.

## Change to the RFP/Addenda

## A change may be made by the City if, in the sole judgment of the City, the change will not compromise the City’s objectives in this acquisition. A change to this RFP will be made by formal written addendum issued by the City’s RFP Coordinator Addenda issued by the City shall become part of this RFP and included as part of the Contract. It is the responsibility of the interested Vendor to assure that they have received Addenda if any are issued.

## Bid Blog

## The City Purchasing website offers a place to register for a Blog related to the solicitation. The Blog will provide you automatic announcements and updates when new materials, addenda, or information is posted regarding the solicitation you are interested in. <http://www.seattle.gov/city-purchasing-and-contracting/city-purchasing> Receiving Addenda and/or Question and Answers.

The City will make efforts to provide courtesy notices, reminders, addendums and similar announcements directly to interested vendors. The City makes this available on the City website and offers an associated bid blog: http://www.seattle.gov/purchasing

Notwithstanding efforts by the City to provide such notice to known vendors, it remains the obligation and responsibility of the Vendor to learn of any addendums, responses, or notices issued by the City. Such efforts by the City to provide notice or to make it available on the website do not relieve the Vendor from the sole obligation for learning of such material.

Note that some third-party services decide to independently post City of Seattle bids on their websites as well. The City does not, however, guarantee that such services have accurately provided bidders with all the information published by the City, particularly Addendums or changes to bid date/time.

## Receiving Addenda and/or Question and Answers

## All Proposals sent to the City shall be considered compliant to all Addendums, with or without specific confirmation from the Proposer that the Addendum was received and incorporated. However, the RFP Coordinator can reject the Bid if it does not reasonably appear to have incorporated the Addendum. The RFP Coordinator could decide that the Bidder did incorporate the Addendum information, or could determine that the Bidder failed to incorporate the Addendum changes and that the changes were material so that the RFP Coordinator must reject the Offer, or the RFP Coordinator may determine that the Bidder failed to incorporate the Addendum changes but that the changes were not material and therefore the Bid may continue to be accepted by the RFP Coordinator.

## Proposal Submittal Instructions

* Proposals must be received no later than the date and time specified on the Solicitation Schedule or as otherwise amended.
* Fax, e-mail and electronic (CD, Thumbdrive, etc.) copies **will not** be an alternative to the hard copy. If an electronic, fax or e-mail version is delivered to the City, the hard copy will be the only official version accepted by The City.

###### The Submittal may be hand-delivered or must otherwise be received by the RFP Coordinator at the address provided below, by the submittal deadline*.* Please note that delivery errors will result without careful attention to the proper address.

**TABLE 2 –PROPOSAL DELIVERY ADDRESS**

|  |  |
| --- | --- |
| **Physical Address (courier)** | **Mailing Address (For U.S. Postal Service mail)** |
| City Purchasing and Contracting Services Div.  Seattle Municipal Tower  700 Fifth Ave Ste 4112  Seattle, WA 98104-5042  Attention: Presley Palmer, CPPB  Re: Seattle City Light Demand Side Management (DSM) Program and Tracking System Project --- RFP #SCL-4334 | City Purchasing and Contracting Services Div.  Seattle Municipal Tower  P.O. Box 94687  Seattle, WA 98124-4687  Attention: Presley Palmer, CPPB  Re: Seattle City Light Demand Side Management (DSM) Program and Tracking System Project --- RFP #SCL-4334 |

1. Hard-copy responses should be in a sealed box or envelope clearly marked and addressed with the PCSD Contract Administrator Name, RFP title and number. Submittals and their packaging (boxes or envelopes) should be clearly marked with the name and address of the Vendor.
2. If packages are not clearly marked, the Vendor has all risks of the package being misplaced and not properly delivered*.*

Late Submittals*:*

*The submitter has full responsibility to ensure the response arrives at City Purchasing within the deadline. A submittal after the time fixed for receipt will not be accepted unless the lateness is waived by the City as immaterial based upon a specific fact-based review. Responses arriving after the deadline may be returned unopened to the Vendor, or the City may accept the package and make a determination as to lateness.*

* 1. **No Reading of Prices**.

The City of Seattle does not conduct a bid opening for RFP responses. The City requests that companies refrain from requesting proposal information concerning other respondents until an intention to award is announced, as a measure to best protect the solicitation process, particularly in the event of a cancellation or resolicitation. With this preference stated, the City shall continue to properly fulfill all public disclosure requests for such information, as required by State Law. Offer and Proposal Form.

## Offer and Proposal Form.

Vendor shall provide the response in the format required herein and on any forms provided by the City herein. Provide unit prices if appropriate and requested by the City, and attach pages if needed. In the case of difference between the unit pricing and the extended price, the City shall use the unit pricing. The City may correct the extended price accordingly. Vendor shall quote prices with freight prepaid and allowed. Vendor shall quote prices FOB Destination. All prices shall be in US Dollars.

* 1. **No Best and Final Offer.**

The City reserves the right to make an award without further discussion of the responses submitted; i.e. there will be no best and final offer procedure associated with selecting the Apparently Successful Vendor. Therefore, Vendor’s Response should be submitted on the most favorable terms that Vendor can offer.

## Contract Terms and Conditions.

Vendors are responsible to review all specifications, requirements, Terms and Conditions, insurance requirements, and other requirements herein. To be responsive, Vendors must be prepared to enter into a Contract substantially the same as the attached Contract. The Vendor’s failure to execute a Contract substantially the same as the attached Contract may result in disqualification for future solicitations for this same or similar products/services.

Submittal of a proposal is agreement to this condition. Vendors are to price and submit proposals to reflect all the specifications, requirements, in this RFP and terms and conditions substantially the same as those included in this RFP.

Any specific areas of dispute with the attached Contract must be identified in Vendor’s Response and may, at the sole discretion of the City, be grounds for disqualification from further consideration in award of a contract.

Under no circumstances shall a Vendor submit its own standard contract terms and conditions as a response to this solicitation. Instead, Vendor must review and identify the language in the City’s attached Contract Terms and Conditions that Vendor finds problematic, state the issue, and propose the language or contract modifications Vendor is requesting. Vendor should keep in mind, when requesting such modifications, that the City is not obligated to accept the requested areas of dispute.

The City may, for informational purposes. request Vendor to submit its licensing and maintenance agreement with Vendor’s response. However, this should not be construed as the City’s willingness to sign a licensing or maintenance agreement supplied by the Vendor. If the vendor requires the City to consider otherwise, the Vendor is also to supply this as a requested exception to the Contract and it will be considered in the same manner as other exceptions.

The City may consider and may choose to accept some, none, or all contract modifications that the Vendor has submitted with the Vendor’s proposal.

Nothing herein prohibits the City, at its sole option, from introducing or modifying contract terms and conditions and negotiating with the highest ranked apparent successful Proposer to align the proposal to City needs, within the objectives of the RFP. The City has significant and critical time frames which frame this initiative, therefore, should such negotiations with the highest ranked, apparent successful Proposer fail to reach agreement in a timely manner as deemed by the City, the City, at its sole discretion, retains the option to terminate negotiations and continue to the next-highest ranked proposal.

* 1. **Prohibition on Advance Payments.**

No request for early payment, down payment or partial payment will be honored except for products or services already received. Maintenance subscriptions may be paid in advance provided that should the City terminate early, the amount paid shall be reimbursed to the City on a prorated basis; all other expenses are payable net 30 days after receipt and acceptance of satisfactory compliance.

* 1. **Partial and Multiple Awards.**

Unless stated to the contrary in the Statement of Work, the City reserves the right to name a partial and/or multiple award, in the best interest of the City. Vendors are to prepare proposals given the City’s right to a partial or multiple award. Further, the City may eliminate an individual line item when calculating award, in order to best meet the needs of the City, if a particular line item is not routinely available or is a cost that exceeds the City funds.

* 1. **Prime Contractor.**

The City intends to award to the highest ranked Vendor that will assume financial and legal responsibility for the contract. Proposals that include multiple vendors must clearly identify one Vendor as the “prime contractor” and all others as subcontractors.

* 1. **Seattle Business Tax Revenue Consideration**.

## SMC 20.60.106 (H) authorizes that in determining the lowest and best bid, the City shall consider the tax revenues derived by the City from its business and occupation, utility, sales and use taxes from the proposed purchase. The City of Seattle’s Business and Occupation Tax rate varies according to business classification. Typically, the rate for services such as consulting and professional services is .00427% and for retail or wholesale sales and associated services, the rate is .00222%. Only vendors that have a City of Seattle Business License and have an annual gross taxable Seattle income of $100,000 or greater are required to pay Business and Occupation Tax. The City will apply SMC 20.60.106(H) and calculate as necessary to determine the lowest bid price proposal.

## Taxes.

The City is exempt from Federal Excise Tax (Certificate of Registry #9173 0099K exempts the City). Washington state and local sales tax will be an added line item although not considered in cost evaluations.

## Inter-local Purchasing Agreements.

## This is for information and consent only, and shall not be used for evaluation. The City has entered into Interlocal Purchasing Agreements with other governmental agencies, pursuant to RCW 39.34. The seller agrees to sell additional items at the offer prices, terms and conditions, to other eligible governmental agencies that have such agreements with the City. The City of Seattle accepts no responsibility for the payment of the purchase price by other governmental agencies. Should the Proposer require additional pricing for such purchases, the Proposer is to name such additional pricing upon Offer to the City.

## Equal Benefits.

Seattle Municipal Code Chapter 20.45 (SMC 20.45) requires consideration of whether Vendors provide health and benefits that are the same or equivalent to the domestic partners of employees as to spouses of employees, and of their dependents and family members. The bid package includes a “Vendor Questionnaire” which is the mandatory form on which you make a designation about the status of such benefits. If your company does not comply with Equal Benefits and does not intend to do so, you must still supply the information on the Vendor Questionnaire. Instructions are provided at the back of the Questionnaire.

* 1. **Women and Minority Opportunities.**

The City intends to provide the maximum practicable opportunity for successful participation of minority and women owned firms, given that such businesses are underrepresented. The City requires all Proposers agree to SMC Chapter 20.42, and will require proposals with meaningful subcontracting opportunities to also supply a plan for including minority and women owned firms.

A Woman and Minority Inclusion Plan is a mandatory submittal with your RFP response, and is provided for you in the Submittal Instruction section of this RFP document. The City requires all vendors to submit an Inclusion Plan. Failure to submit a plan will result in rejection of your RFP response. The inclusion plan will be scored as part of the evaluation. The Inclusion Plan is a material part of the contract. Read the Inclusion Plan carefully; it is incorporated into the contract. At City request, vendors must furnish evidence of compliance, such as copies of agreements with WMBE subcontractors. The plan seeks WMBE business utilization as well as recognizes those companies or respondents that have a unique business purpose for hiring of workers with barriers.

* 1. **Paid Sick Time and Safe Time Ordinance.**

Be aware that the City has a Paid Sick Time and Safe Time ordinance that requires companies to provide employees who work more than 240 hours within a year inside Seattle, with accrued paid sick and paid safe time for use when an employee or a family member needs time off from work due to illness or a critical safety issue. The ordinance applies to employers, regardless of where they are located, with more than four full-time equivalent employees. This is in addition and additive to benefits a worker receives under prevailing wages per WAC 296-127-014(4). City contract specialists may audit payroll records or interview workers as needed to ensure compliance to the ordinance. Please see <http://www.seattle.gov/laborstandards>, or may call the Office of Labor Standards at 206.684.4500 with questions.

## Insurance Requirements.

Insurance requirements presented in the Contract shall prevail. If formal proof of insurance is required to be submitted to the City before execution of the Contract, the City will remind the apparent successful proposer in the Intent to Award letter. The apparent successful proposer must promptly provide such proof of insurance to the City in reply to the Intent to Award Letter. Contracts will not be executed until all required proof of insurance has been received and approved by the City. Vendors are encouraged to immediately contact their Broker to begin preparation of the required insurance documents, in the event that the Vendor is selected as a finalist. Vendors may elect to provide the requested insurance documents within their Proposal.

## Effective Dates of Offer.

Vendor submittal must remain valid until the City completes award. Should any Vendor object to this condition, the Vendor must provide objection through a question and/or complaint to the RFP Coordinator prior to the proposal due date.

## Proprietary Materials.

## The State of Washington’s Public Records Act (Release/Disclosure of Public Records) Under Washington State Law (reference RCW Chapter 42.56, the Public Records Act) all materials received or created by the City of Seattle are considered public records. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, or other bid material.

## The State of Washington’s Public Records Act requires that public records must be promptly disclosed by the City upon request unless that RCW or another Washington State statute specifically exempts records from disclosure. Exemptions are narrow and explicit and are listed in Washington State Law (Reference RCW 42.56 and RCW 19.108).

## Bidders/proposers must be familiar with the Washington State Public Records Act and the limits of record disclosure exemptions. For more information, visit the Washington State Legislature’s website at <http://www1.leg.wa.gov/LawsAndAgencyRules>).

## If you have any questions about disclosure of the records you submit with your bid, please contact City Purchasing at (206) 684-0444.

## Marking Your Records Exempt from Disclosure (Protected, Confidential, or Proprietary)

## As mentioned above, all City of Seattle offices (“the City”) are required to promptly make public records available upon request. However, under Washington State Law some records or portions of records are considered legally exempt from disclosure and can be withheld. A list and description of records identified as exempt can be found in RCW 42.56 and RCW 19.108.

## If you believe any of the records you are submitting to the City as part of your bid/proposal or contract work products, are exempt from disclosure you can request that they not be released before you receive notification. To do so you must complete the City Non-Disclosure Request Form (“the Form”) provided by City Purchasing (see attached Form as part of Vendor Questionnaire), very clearly and specifically identify each record and the exemption(s) that may apply, and submit a copy of your records with the specified exemptions redacted. (If you are awarded a City contract, the same exemption designation will carry forward to the contract records.)

## The City will not withhold materials from disclosure simply because you mark them with a document header or footer, page stamp, or a generic statement that a document is non-disclosable, exempt, confidential, proprietary, or protected. Do not identify an entire page as exempt unless each sentence is within the exemption scope; instead, identify paragraphs or sentences that meet the specific exemption criteria you cite on the Form. Only the specific records or portions of records properly listed on the Form will be protected and withheld for notice. All other records will be considered fully disclosable upon request.

## If the City receives a public disclosure request for any records you have properly and specifically listed on the Form, the City will notify you in writing of the request and will postpone disclosure. While it is not a legal obligation, the City, as a courtesy, will allow you up to ten business days to file a court injunction to prevent the City from releasing the records (reference RCW 42.56.540). If you fail to obtain a Court order within the ten days, the City may release the documents.

## The City will not assert an exemption from disclosure on your behalf. If you believe a record(s) is exempt from disclosure you are obligated to clearly identify it as such on the Form and submit it with your solicitation. Should a public record request be submitted to City Purchasing for that record(s), you can then seek an injunction under RCW 42.56 to prevent release. By submitting a bid document, the bidder acknowledges this obligation; the proposer also acknowledges that the City will have no obligation or liability to the proposer if the records are disclosed.

## Requesting Disclosure of Public Records.

## The City asks bidders and their companies to refrain from requesting public disclosure of bids until an intention to award is announced. This measure is intended to protect the integrity of the solicitation process particularly during the evaluation and selection process or in the event of a cancellation or re-solicitation. With this preference stated, the City will continue to be responsive to all requests for disclosure of public records as required by State Law. If you do wish to make a request for records, please file a request using the City of Seattle’s Public Records Request Center at <http://www.seattle.gov/public-records/public-records-request-center>.

## Cost of Preparing Proposals.

The City will not be liable for any costs incurred by the Vendor in the preparation and presentation of proposals submitted in response to this RFP including, but not limited to, costs incurred in connection with the Vendor’s participation in demonstrations and the pre-proposal conference.

* 1. **Readability.**

Vendors are advised that the City’s ability to evaluate proposals is dependent in part on the Vendor’s ability and willingness to submit proposals which are well ordered, detailed, comprehensive, and readable. Clarity of language and adequate, accessible documentation is essential.

## Vendor Responsibility.

It is the Vendor responsibility to examine all specifications and conditions thoroughly, and comply fully with specifications and all attached terms and conditions. Vendors must comply with all Federal, State, and City laws, ordinances and rules, and meet any and all registration requirements where required for Vendors as set forth in the Washington Revised Statutes.

## Changes in Proposals.

Prior to the Proposal submittal closing date and time established for this RFP, a Vendor may make changes to its Proposal provided the change is initialed and dated by the Vendor. No change to a Proposal shall be made after the Proposal closing date and time.

* 1. **Vendor Responsibility to Provide Full Response.**

It is the Vendor’s responsibility to provide a full and complete written response, which does not require interpretation or clarification by the RFP Coordinator. The Vendor is to provide all requested materials, forms and information. The Vendor is responsible to ensure the materials submitted will properly and accurately reflects the Vendor specifications and offering. During scoring and evaluation (prior to interviews if any), The City will rely upon the submitted materials and shall not accept materials from the Vendor after the RFP deadline; however, this does not limit the right of the City to consider additional information (such as references that are not provided by the Vendor but are known to the City, or past experience by the City in assessing responsibility), or to seek clarifications as needed by the City.

## Errors in Proposals.

Vendors are responsible for errors and omissions in their proposals. No such error or omission shall diminish the Vendor’s obligations to the City.

* 1. **Withdrawal of Proposal.**

A submittal may be withdrawn by written request of the submitter, prior to the quotation closing date and time. After the closing date and time, the submittal may be withdrawn only with permission by the City.

## Rejection of Proposals, Right to Cancel.

The City reserves the right to reject any or all proposals at any time with no penalty. The City also has the right to waive immaterial defects and minor irregularities in any submitted proposal.

## Incorporation of RFP and Proposal in Contract.

This RFP and the Vendor’s response, including all promises, warranties, commitments, and representations made in the successful proposal, shall be binding and incorporated by reference in the City’s contract with the Vendor.

## Non-Endorsement and Publicity.

In selecting a Vendor to supply to the City, The City is not endorsing the Vendors products and services or suggesting that they are the best or only solution to the City’s needs. Vendor agrees to make no references to The City or the Department making the purchase, in any literature, promotional materials, brochures, news releases, sales presentation or the like, regardless of method of distribution, without prior review and express written consent of City RFP Coordinator.

The City may use Vendor’s name and logo in promotion of the Contract and other publicity matters relating to the Contract, without royalty. Any such use of Vendor’s logo shall inure to the benefit of Vendor.

## Proposal Disposition.

All material submitted in response to this RFP shall become the property of The City upon delivery to the RFP Coordinator.

* 1. **Ethics Code.**

Please familiarize yourself with the new code: <http://www.seattle.gov/ethics/etpub/et_home.htm>. Attached is a pamphlet for Vendors, Customers and Clients. Specific question should be addressed to the staff of the Seattle Ethics and Elections Commission at 206-684-8500.



**No Gifts and Gratuities**. Vendors shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work, or meals) to any City employee, volunteer or official, if it is intended or may appear to a reasonable person to be intended to obtain or give special consideration to the Vendor. An example is giving tickets to a City employee that was on the evaluation team of a bid you plan to submit. The definition of what a “benefit” would be is very broad and could include not only awarding a contract but also the administration of the contract or the evaluation of contract performance. The rule works both ways, as it also prohibits the City employees from soliciting items of value from vendors. Promotional items worth less than $25 may be distributed by the vendor to the City employees if the Vendor uses the items as routine and standard promotions for the business.

**11.37 Involvement of Current and Former City Employees**

If a Vendor has any current or former City employees, official or volunteer, working or assisting on solicitation of The City business or on completion of an awarded contract, you **must** provide written notice to City Purchasing of the current or former City official, employee or volunteer’s name. The Vendor Questionnaire within your bid documents prompts you to answer that question. You must continue to update that information to the City Purchasing during the full course of the contract. The Vendor is to be aware and familiar with the Ethics Code, and educate vendor workers accordingly.

**11.38 Contract Workers with more than 1,000 Hours**

The Ethics Code has been amended to apply to vendor company workers that perform more than 1,000 cumulative hours on any City contract during any 12-month period. Any such vendor company employee covered by the Ethics Code must abide by City Ethics Code. The Vendor is to be aware and familiar with the Ethics Code, and educate vendor workers accordingly.

**11.39 No Conflict of Interest.**

Vendor (including officer, director, trustee, partner or employee) must not have a business interest or a close family or domestic relationship with any City official, officer or employee who was, is, or will be involved in selection, negotiation, drafting, signing, administration or evaluating Vendor performance. The City shall make sole determination as to compliance.

**11.40 Campaign Contributions (Initiative Measure No. 122)**

Elected officials and candidates are prohibited from accepting or soliciting campaign contributions from anyone having at least $250,000 in contracts with the City in the last two years or who has paid at least $5,000 in the last 12 months to lobby the City. Please see Initiative 122, or call the Ethics Director with questions. For questions about this measure, contact: Polly Grow, Seattle Ethics and Elections, 206-615-1248 or [polly.grow@seattle.gov](mailto:polly.grow@seattle.gov)

**11.41 Registration into City Online Business Directory.**

If you have not previously completed a one-time registration into The City Online Business Directory, we request you register at: <http://www.seattle.gov/obd>. The City Online Business Directory is used by City staff to locate your contract(s) and identify companies for bid lists on future purchases.  Bids are not rejected for failure to register, however, if you are awarded a contract and have not registered, you will be required to register, or you will be added into the system. Women and minority owned firms are asked to self-identify.  If you need assistance, please call 206-684-0444.

**11.42** **Prohibited Contacts.**

Vendors shall not interfere in any way to discourage other potential and/or prospective Vendors from proposing or considering a proposal process.  Prohibited contacts includes but is not limited to any contact, whether direct or indirect (i.e. in writing, by phone, email or other, and by the Vendor or another person acting on behalf of the Vendor) to a likely firm or individual that may discourage or limit competition.  If such activity is evidenced to the satisfaction and in sole discretion of the City Purchasing Manager, the Vendor that initiates such contacts may be rejected from the process.

1. **Selection Phase: Proposal Format and Organization**

If you would like to propose BOTH solutions (onsite AND hosted), you must submit two separate proposals

**12.1 Proposal Submission**

This section provides a description of the required proposal content that is required from each Vendor.

**12.2 General Instructions:**

1. Number all pages sequentially. The format should follow closely that requested in this RFP
2. The City requires One (1) original and 8 copies, and one (1) Electronic (CD, flash drive, etc.) copy of the response. If you believe your proposal contains records that are exempt under the State of Washington’s Public Records Act, please include one (1) additional flash drive containing a redacted copy.
3. All pricing is to be in United States dollars.
4. If the City has designated page limits for certain sections of the response. Any pages that exceed the page limit will be excised from the document for purposes of evaluation.
5. Please singled-side your submittal.
6. The City will not consider supplemental brochures and materials.

**12.3 Preferred Paper and Binding**

The City requests a particular submittal format, to reduce paper, encourage our recycled product expectations, and reduce package bulk. Bulk from binders and large packages are unwanted. Vinyl plastic products are unwanted. The City also has an environmentally-preferable purchasing commitment, and seeks a package format to support the green expectations and initiatives of the City.

1. The City seeks and prefers submittals on 100% PCF paper, consistent with City policy and City environmental practices. Such paper is available from Keeney’s Office Supply at 425-285-0541 or Complete Office Solutions at 206-650-9195.
2. Please do not use any plastic or vinyl binders or folders. The City prefers simple, stapled paper copies. If a binder or folder is essential due to the size of your submission, they are to be fully 100% recycled stock.

Such binders are also available from Keeney’s Office Supply or Complete Office Solutions.

**12.4 Proposal Documents**

The required submittals for this RFP are attached in table 3 below. Vendors must use these Attachments and no other proposal content will be considered for evaluation. A template for each Attachment is provided in electronic format for Vendors to use. Vendors must download, complete, and submit each Attachment in their proposal. Vendors shall NOT re-create these Attachments, create their own Attachments, or edit the format of the Attachments (page sizing, font type, font size, color, etc.) Any proposal that does not adhere to these requirements may be redacted or deemed non-responsive and rejected (for the specific sections where infractions are found or for the entire proposal).

1. **Proposal Form:** Vendors must complete all information requested in the Proposal Form, including:

* Contact information for the Vendor.
* Acknowledgement of all addenda.
* Acceptance of Terms and Conditions.
* Signature of the person authorized to contractually obligate the Vendor.

1. **Vendor Questionnaire:** Submittal of the Vendor Questionnaire is mandatory. The Vendor Questionnaire includes the Equal Benefits Compliance Declaration and City Non-Disclosure Request that will allow you to identify any items that you intend to mark as confidential.

1. **Security response:** This response is mandatory. The determination that your Security levels meet the requirements of the City may be made from this page alone; the RFP Coordinator is not obligated to check references or search other materials to make this decision.
2. **Minimum Qualification:** This section is mandatory. The determination that you have achieved all the minimum qualifications may be made from this page alone; the RFP Coordinator is not obligated to check references or search other materials to make this decision.
3. **Mandatory Technical Requirements:** This section is mandatory. The determination that you have meet all the minimum technical requirements may be made from this page alone; the RFP Coordinator is not obligated to check references or search other materials to make this decision
4. **Pricing Response:** This response is mandatory. Please provide pricing in accordance to the instructions listed in the Price Response document.
5. **Inclusion Plan:** This response is mandatory. The City finds that this Solicitation has the opportunity for significant subcontracting with woman and minority-owned firms, and/or diverse employment
6. **Execution Methodology:**

The purpose of the Execution Methodology is to establish a brief chronological roadmap of how Vendors plan to deliver the project’s Scope of Work. The Execution Methodology must include a description of major milestones, activities, and deliverables along with associated sequencing, approximate schedules/durations, and means and methods being proposed.

In order to minimize bias, the Execution Methodology MUST NOT contain any names that can be used to identify Vendors (such as company names, personnel names, project names, client names, or product names).

An Execution Methodology template is provided as an attachment and must be used by all Vendors. Vendors are NOT allowed to re-create, re-format, or modify the template (cannot alter font size, font type, font color; add colors, pictures, diagrams, etc.).

The Execution Methodology must NOT exceed **2 pages** (front side of page only).

Proposals that fail to meet the above formatting requirements may be removed from the evaluation process and given a score of zero. The City also reserves the right, in its sole discretion, to redact portions of a submission to remove non-compliant information. The Execution Methodology will become part of the final contract for the selected Vendor.

1. **Risk Assessment:**

The Risk Assessment is separated into two sections: Assessment of Controllable Risks and Assessment of Non-Controllable Risks.

* **Assessment of Controllable Risks:** Vendors must identify specific aspects of the Scope that they deem to be most critical for achieving a successful project outcome. In addition to identifying these aspects, Vendors must describe their planned action steps for achieving a successful outcome, including the specific operational approaches that will be employed to do so. In other words, these aspects can be thought of as technical risks that Vendors are able to minimize based upon their technical expertise and past experience. Controllable risks should be listed in order of priority.
* **Assessment of Non-Controllable Risks:** Vendors must identify the risk items that have potential to impact to the project cost, schedule, scope, and/or quality. Emphasis should be placed on risk items that are non-controllable by the Vendor, which may include, but are not limited to, risks causes by the City, the City‘s agents/partners/consultants/representatives, third party stakeholders and authorities having jurisdiction (AHJs), concealed conditions, market conditions, and/or other unforeseen events that may impact the project. In addition to identifying non-controllable risk items, Vendors are required to utilize their expertise to (a) identify the step-by-step action steps they will take to prevent each risk from impacting the project, (b) define the potential impacts to the project if the risk does occur, and (c) recommend a response plan if the risk does occur. Non-controllable risks should be listed in order of priority.

In order to minimize bias, the Risk Assessment MUST NOT contain names that can be used to identify Vendor (such as company names, personnel names, project names, client names, or product names).

Risk Assessment templates are provided as attachments and must be used by all Vendors. Vendors are NOT allowed to re-create, re-format, or modify the template (cannot alter font size, font type, font color; add colors, pictures, diagrams, etc.).

The Risk Assessment must NOT exceed **4 pages** (front side of page only) (**2 pages** for Controllable Risks and **2 pages** for Non-Controllable Risks).

Proposals that fail to meet the above formatting requirements may be removed from the evaluation process and given a score of zero. The City also reserves the right, in its sole discretion, to redact portions of a submission to remove non-compliant information. The Risk Assessment will become part of the final contract for the selected Vendor.

1. **Value Assessment:**

Vendors shall identify options that are alternate to the base Scope of Work. The Value Assessment is intended to allow Vendors to differentiate themselves based upon their expertise and ability to identify opportunities to improve project outcomes for the City. Value Assessment items may include, but are not limited to, the following: scope additions, scope reductions, and/or scope alternates. Value Assessment items should be listed in order of priority.

During the Pre-Award Clarification Phase, the City will determine whether each Value Assessment item from the selected Vendor will be accepted or rejected.

In order to minimize bias, the Value Assessment MUST NOT contain names that can be used to identify Vendors (such as company names, personnel names, project names, client names, or product names).

A Value Assessment template is provided as an attachment and must be used by all Vendors. Vendors are NOT allowed to re-create, re-format, or modify the template (cannot alter font size, font type, font color; add colors, pictures, diagrams, etc.).

The Value Assessment must NOT exceed **2 pages** (front side of page only).

Proposals that fail to meet the above formatting requirements may be removed from the evaluation process and given a score of zero. The City also reserves the right, in its sole discretion, to redact portions of a submission to remove non-compliant information. The Value Assessment will become part of the final contract for the selected Vendor.

1. **Past Performance Surveys for IT Project Team:**

Vendors shall prepare and submit Past Performance Surveys for their personnel who will fulfil each Project Team role specified below. The City will analyze past performance surveys for each of the project team personnel listed below. These entities are the same as the Project Team:

**Project Manager / Engagement Director:**

* Act as the single point of contact between the Vendor and Department project teams, working closely with the Department’s Project Manager throughout all phases of the implementation.
* Direct accountability for managing project scope, schedule, quality, completion.
* Provide the focal point for securing and managing Vendor resources, developing strategies for knowledge transfer, performing scope and change management, and otherwise providing direction and support at the project level.

**Functional Lead / Development Manager / Business Analyst:**

* Responsible for the overall business design and functionality, able to answer specific questions about the functionality of the application and how it applies to the Department’s requirements.
* Responsible for defining and understanding the initial requirements and business processes, and ensuring the solution will be tailored to meet those needs.
* Manage the development and system tailoring that will be done during the implementation of the software.  Execute system configuration, data validation, testing, training, and conducting other tasks related to the rollout.

**Change Management/Training Lead:**

* Responsible for assisting the Department transition from its current systems and processes to the new state.
* Responsible for assisting in the development of a change management plan for CES.
* Develop and manage training in coordination with CES’ project manager for CES staff on using the new system and how it will affect their everyday work.
* Provide guidance and assist implementing industry best practices within CES.

**Data Integration/Migration Lead:**

* Experienced with data migration and integration between complex systems (Oracle is a plus) and creating mapping keys to consolidate disparate data sources into a single system.
* Responsible for taking datasets found within various data sources, extracting data from those data sources, and transforming that data to be pushed into DSM system.
* Should be experienced in connecting to web services, API, databases, and file systems.

For each of the project team personnel, the Vendor shall prepare and collect Past Performance Surveys as outlined below. A **maximum of Three (3)** Past Performance Surveys may submitted for each project team personnel.

1. **Past Performance Surveys for Software Products:**

Vendors shall prepare and submit Past Performance Surveys for their Software Product itself. The same instructions as listed above for Past Performance Surveys for IT Project Teams should be followed.

1. **Mandatory Technical Requirements - DSM**

The purpose of the Mandatory Technical Requirements is to provide Vendors with an itemized view of the Scope of Work, along with definition of which items are of “must have” status and which items are “like to have” status. Vendors are required to respond to the Mandatory Technical Requirements by identifying whether their proposal includes each functional item. Vendors must identify whether their proposal is able to accommodate each functional item via a solution that is “out-of-the-box,” “configurable,” or “customizable.” Refer to the Attachment for specific definitions.

1. **Project Team:**

Vendors must identify the names of their project team personnel. The City has designated the following project team roles as being critical for this contract (please note that the job titles are generic and may not accurately reflect the specific job titles within each Vendor):

**Project Manager / Engagement Director:**

* Act as the single point of contact between the Vendor and Department project teams, working closely with the Department’s Project Manager throughout all phases of the implementation.
* Direct accountability for managing project scope, schedule, quality, completion.
* Provide the focal point for securing and managing Vendor resources, developing strategies for knowledge transfer, performing scope and change management, and otherwise providing direction and support at the project level.

**Functional Lead / Development Manager / Business Analyst:**

* Responsible for the overall business design and functionality, able to answer specific questions about the functionality of the application and how it applies to the Department’s requirements.
* Responsible for defining and understanding the initial requirements and business processes, and ensuring the solution will be tailored to meet those needs.
* Manage the development and system tailoring that will be done during the implementation of the software.  Execute system configuration, data validation, testing, training, and conducting other tasks related to the rollout.

**Change Management/Training Lead:**

* Responsible for assisting the Department transition from its current systems and processes to the new state.
* Responsible for assisting in the development of a change management plan for CES.
* Develop and manage training in coordination with CES’ project manager for CES staff on using the new system and how it will affect their everyday work.
* Provide guidance and assist implementing industry best practices within CES.

**Data Integration/Migration Lead:**

* Experienced with data migration and integration between complex systems (Oracle is a plus) and creating mapping keys to consolidate disparate data sources into a single system.
* Responsible for taking datasets found within various data sources, extracting data from those data sources, and transforming that data to be pushed into DSM system.
* Should be experienced in connecting to web services, API, databases, and file systems.

Following contract award, the City expects these project team personnel to act as the lead individuals responsible for the roles identified above. The term “lead individual” is defined as the person who will devote the greatest time allocation to completing the day-to-day tasks, activities, and requirements associated with each role. In other words, the “lead individuals” are expected to devote the greatest time commitment at the operational level (rather than an executive, partner, or other leadership staff that will be less directly involved in day-to-day operations).

These project team personnel cannot be removed or replaced without written approval by the City.

Vendors are encouraged to update and/or add roles to the above-listed individuals if they do not optimally represent the key roles and/or distinct technical competencies required for this RFP.

The above-listed individuals are required to submit Past Performance Surveys and also participate in the Interview portion of the evaluation process, as described below.

1. **List of Subcontractors:**

Vendors must list the subcontractors proposed as part of their project team. If no subcontractors are proposed, this Attachment may be left blank.

**TABLE 3 – SUBMITTAL CHECKLIST**

Each complete proposal submittal to the City must contain the following:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **S.no** | **Attachments** | **Type of Submission** | **Type of Evaluation** | **Attachments** |
| A | Proposal Form | Mandatory | Pass/Fail |  |
| B | Vendor Questionnaire | Mandatory | Pass/Fail |  |
| C | Security Response | Mandatory | Pass/Fail |  |
| D | Minimum Qualifications | Mandatory | Pass/Fail |  |
| E | Mandatory Technical Requirements | Mandatory | Pass/Fail |  |
| F | Pricing Response | Mandatory | Weighted |  |
| G | Inclusion Plan | Mandatory | Weighted |  |
| H | Execution Methodology | Mandatory | Weighted |  |
| I | Risk Assessment | Mandatory | Weighted |  |
| J | Value Assessment | Mandatory | Weighted |  |
| K | Past Performance Surveys for IT Project Team | Mandatory | Weighted |  |
| L | Past Performance Surveys for Software Products | Mandatory | Weighted |  |
| M | Complete Set of Functional and Technical/Infrastructure Requirements - DSM | Mandatory | Not Weighted |  |
| N | Project Team | Mandatory | Not Weighted |  |
| O | List of Subcontractors | Mandatory | Not Weighted |  |

1. **Selection Phase: Evaluation Procedures:**

This section provides a description of the evaluation procedures that will be used.

**13.1 Overview**

The City will select the Vendor that, in the sole judgment of The City, best meets the RFP requirements. The City reserves the right to clarify, negotiate, or seek additional information, on any Proposal.

**13.2 Evaluation Summary**

**Round 1: Minimum Qualifications and Responsiveness.** City Purchasing shall first review submittals for initial decisions on responsiveness and responsibility. Those found responsive and responsible based on this initial review shall proceed to Round 2. The Vendor Questionnaire, Equal Benefits and, Minimum Qualifications will also be screened in this Round to determine proposer responsiveness,

**Round 2 – Mandatory Technical Requirements –**The City will thenreview submittals for initial decisions on responsiveness to the mandatory technical requirements. Those found responsive based on this initial review shall proceed to the next Round.

**Round 3 - Competitive Screen:** The City will review all proposals that have been brought forward after the previous Rounds. The Team will score proposals based upon a limited set of criteria, to determine which proposals are within a competitive range and merit proceeding forward to full scoring.

The City will evaluate proposals using the criteria below. Proposals will be evaluated and scored, the City will decide whether to move forward with Hosted Solutions, Non-Hosted Solutions, or both, as determined to be in the best interest of the City. Those proposals that cluster within a competitive range, in the opinion of the evaluation team, shall be added to the shortlist and continue to the next round.

|  |  |
| --- | --- |
| **Evaluation Category** | **Maximum Points** |
| Proposal Form | Pass/Fail |
| Vendor Questionnaire | Pass/Fail |
| Pricing Response | 15 |
| Women and Minority Opportunities (Inclusion plan) | 10 |
| Execution Methodology | 05 |
| Risk Assessment | 15 |
| Value Assessment | 10 |
| Past Performance Surveys (all Project Team Personnel and Software) | 05 |
| Interviews of Project Team Personnel (short-listed, if necessary) | 20 |
| Software Verifications | 20 |
| **Maximum Total Points Possible:** | **100** |

**Round 4 – Shortlist for interviews and software verifications.** The City will Interview proposers that successfully pass through Rounds 1 through 3.The process that The City is expected to follow to shortlist proposals prior to interviews is outlined below.

**Interviews**

The City will conduct interviews with each of the Vendors. The City may shortlist Vendors prior to the Interview stage based upon the shortlisting procedures described below. The interviews will be limited to the following project team roles, which are the same individuals listed as the project team personnel in Project Team Form. No other individuals will be allowed to participate in the Interviews. The City may also request to interview additional personnel at their sole discretion.

**Project Manager / Engagement Director:**

* Act as the single point of contact between the Vendor and Department project teams, working closely with the Department’s Project Manager throughout all phases of the implementation.
* Direct accountability for managing project scope, schedule, quality, completion.
* Provide the focal point for securing and managing Vendor resources, developing strategies for knowledge transfer, performing scope and change management, and otherwise providing direction and support at the project level.

**Functional Lead / Development Manager / Business Analyst:**

* Responsible for the overall business design and functionality, able to answer specific questions about the functionality of the application and how it applies to the Department’s requirements.
* Responsible for defining and understanding the initial requirements and business processes, and ensuring the solution will be tailored to meet those needs.
* Manage the development and system tailoring that will be done during the implementation of the software.  Execute system configuration, data validation, testing, training, and conducting other tasks related to the rollout.

**Change Management/Training Lead:**

* Responsible for assisting the Department transition from its current systems and processes to the new state.
* Responsible for assisting in the development of a change management plan for CES.
* Develop and manage training in coordination with CES’ project manager for CES staff on using the new system and how it will affect their everyday work.
* Provide guidance and assist implementing industry best practices within CES.

**Integration/Migration Lead:**

* Experienced with data migration and integration between complex systems (Oracle is a plus) and creating mapping keys to consolidate disparate data sources into a single system.
* Responsible for taking datasets found within various data sources, extracting data from those data sources, and transforming that data to be pushed into DSM system.
* Should be experienced in connecting to web services, API, databases, and file systems.

The individuals that will be interviewed must be the same person that is identified in the Vendors’ Proposal. No substitutes, proxies, phone interviews, or electronic interviews will be allowed (special circumstances may be considered at the sole discretion of the City – please notify the City with as much advance notice as possible).  **Individuals who fail to attend the interview will be given a score of zero, which may jeopardize the Vendor’s competitiveness**.

Interviews are expected to last approximately 20-30 minutes per individual. The City will interview individuals separately. No other individuals (from the Vendor’s organization) will be allowed to sit in or participate during the interview session. Interviewees may not bring notes, handouts, or other marketing materials unless specifically requested by the City.

**Software Verifications (Demonstration)**

The objective of the Software Verification is to view an installed and operational software product that is currently in use by another similar client organization. Prior to the Software Verifications, the City will provide a script to shortlisted Vendors. The script will define the content of the Software Verifications and list the specific functionality of the Software Product that is to be demonstrated. This is NOT intended to be a detailed or technical demonstration, but rather an overview of core functions of the Software Product. More detailed demonstration sessions may occur during the Pre-Award Clarification Phase with the selected Vendor.

The requirements of the Software Verifications are as follows:

* Vendors must utilize an existing Software Product that is currently in use by at least one (1) similar client organization. The City’s intent is to view an existing and in-operation Software Product rather than a demonstration product or other “sandbox” system.
* Vendors must coordinate remote viewing access to the existing Software Product in real time (virtual access via videoconference platform such as Skype, Lync, AdobeConnect, WebEx, GoToMeeting, etc.). The similar client must be equipped with a webcam and microphone to allow them to interact with The City’s evaluation committee. (The Software Product be shown with “dummy data” if the similar client organization has any confidentiality concerns.)
* Vendors must arrange for representatives at the similar client organization to participate in the Software Verification. Ideally, the representatives from this similar client organization will follow The City’s script and demonstrate the required functions of the Software Product. Vendors who make these arrangements with their current similar client organization will be evaluated more favorably than those who simply have their own representative demonstrate their Software Product.
* Vendors are allowed to have their own representatives on-site with their similar client organization for the purpose of facilitating the Software Verification.
* Software Verifications will occur in parallel with the Interviews. The project team personnel who participated in the Interviews are allowed to be present during Software Verifications for the purpose of facilitating the demonstration and providing supplementary commentary.
* The Software Verification shall not exceed one and one-half (1½) hours.

**13.3 Final Prioritization of Vendors**

After the Shortlisted Vendors have been interviewed, they will be evaluated and scored by the Evaluation Committee. The Procurement Officer will create a final spreadsheet model that includes all of the criteria and weights as identified in this RFP. Once these Vendors have been prioritized, the Procurement Officer will perform a cost reasonableness assessment as identified in the next section.

**13.4 Cost Reasonableness Check**

The Procurement Officer will perform a cost reasonableness check of the selected Vendor in the following manner:

* If the highest ranked Vendor’s Cost Proposal is within 10% of the next highest ranked Vendor’s Cost Proposal, The City reserves the right to proceed and invite the highest ranked Vendor to the Clarification Period.  If the highest ranked Vendor exceeds this range, The City reserves the right to invite the second highest ranked Vendor to the Clarification Period (unless The City concludes that there is dominant information or justification to proceed with the highest ranked Vendor).
* The City reserves the right to first consider proposals that are within the budget.
* If all proposals are over budget, The City reserves the right to invite the most cost-effective proposals, in order of cost or qualifications, to the Pre-Award Clarification Period.  In this situation, The City may also identify appropriate modifications to the scope or cancel the procurement.

**13.5 Repeat of Evaluation Steps:**

If no Vendor is selected at the conclusion of all the steps, The City may return to any step in the process to repeat the evaluation with those proposals that were active at that step in the process. In such event, The City shall then sequentially step through all remaining steps as if conducting a new evaluation process. The City reserves the right to terminate the process if it decides no proposals meet its requirements.

**13.6 Points of Clarification:**

Throughout the evaluation process, The City reserves the right to seek clarifications from any Vendor.

**13.7 Award Criteria in the Event of a Tie:**

In the event that two or more Vendors receive the same Total Score, the contract will be awarded to that Vendor whose response indicates the ability to provide the best overall service and benefit to The City.

1. **Pre-Award Clarification Phase:**

**14.1 Overview**

The Pre-Award Clarification Phase will occur prior to contract award. This is not a negotiation period. The intent of this phase is to allow the selected Vendor an opportunity to clarify their proposal, scope items, project risk factors, and value items. The selected Vendor’s execution methodology, means and methods, sequencing of activities, and proposed milestone schedule will also be clarified. The selected Vendor will also have the opportunity to identify specific client action items that would be requested from The City throughout the project duration.

**14.2 Required Activities / Deliverables**

The Vendor will be required to plan the project in detail. The Vendor will be required to perform the following (including, but not limited to):

* Clarify the Cost Proposal
  + Provide a detailed cost breakdown (major areas, phases, components, etc.)
  + Clarify any ‘big-ticket’ items
  + Ensure the cost is inclusive of all scope requirements
  + Clarify all value added options
* Create a Schedule of Requested Owner Activities and Resources
  + Prepare a schedule that lists the activities, actions, or decisions needed from The City
  + Include specific due dates that The City-provided items are needed
  + Identify the specific individuals within The City who are responsible for (and agreed to) the items.
* Create an overall Project Milestone Schedule
  + Prepare a milestone schedule of the project, including all major milestones, phases, activities, and associated sequencing.
  + If requested, prepare (or provide a plan to prepare) a detailed operational schedule
* Align Expectations
  + Coordinate with all critical parties (subcontractors, suppliers, etc.)
  + Provide a complete list of all proposal assumptions (with associated impacts)
  + Identify any potential ‘deal breakers’
  + Identify what is included and excluded in the proposal from a scope perspective
  + Identify the roles and responsibilities of The City or The City personnel
  + Review any unique technical requirements with The City
  + Review statements made during interviews
  + Revisit the sites to do any additional investigating
* Provide All Documentation
  + Acceptance of contract terms and conditions
  + Provide a detailed execution methodology, including the specific means and methods that will be utilized to deliver critical aspects of the scope.
  + Provide a detailed safety plan (as needed)
  + Provide a detailed staffing plan
* Risk Mitigation Plan
  + Identify all risks or activities not controlled by the Vendor and strategies to mitigate the risks
  + Define potential cost, schedule, and quality impacts of non-controllable risks
  + Identify how unforeseen risks will be managed and documented
* Post-Award Performance Metrics
  + Clearly define the metrics that would demonstrate that The City’s project outcomes have been successfully delivered.
  + Identify how the Vendor will track and document their performance
  + Provide a performance metric report that will be used throughout the project
  + Identify how The City will document this service as a success
  + Review the Weekly Risk Report document.
* Clarify questions and concerns identified by The City

**14.3 Clarification Meetings**

The selected Vendor will be required to conduct and participate in several meetings throughout the Pre-Award Clarification Phase. At a minimum, The City will expect:

* **Kickoff Meeting**

The City will require the Vendor to conduct a kickoff meeting at the beginning of the Pre-Award Clarification Phase. The Vendor will lead the kickoff meeting and is expected to be prepared to present the following information:

* Description of their plan for project execution (including specific means and methods of critical activities)
* High level schedule for service delivery
* Address any major concerns provided by The City
* Identify and address any major deal breakers
* Address all scope assumptions
* Identify major risks to the project (focusing on risks that the Vendor does not directly control) and the associated risk mitigation strategy. Clearly identify any information or actions needed from The City to support successful service delivery.
* Propose a meeting schedule for items that must be reviewed in detail and resolved during the Pre-Award Clarification Phase.
* **Weekly Clarification Check-Points**

The selected Vendor will provide a formal update of Clarification status, including associated written documentation, each week during the Pre-Award Clarification phase.

* **Summary Meeting**

The selected Vendor will be required to hold a final summary meeting at the end of the Pre-Award Clarification Phase. This meeting is to present a summary of the final details that were discussed and resolved during the Pre-Award Clarification Phase. This meeting is not a question-and-answer meeting. The Vendor will lead the meeting to present the entire Proposal, execution methodology, and identified risks and mitigation plans.

**14.4 Clarification Document**

The potential best value Vendor will be required to submit a Clarification Document that will contain (at a minimum) the information outlined in the previous section. This document will only be prepared by the Vendor that is invited to the Pre-Award Clarification Phase. Any invitation will not constitute a legally binding offer to enter into a contract on the part of the City to the Vendor.

**14.5 Negotiation Period**

The City reserves the right to negotiate with the selected Vendor during the Pre-Award Clarification Phase. This may include, but is not limited to, modifying the scope of the service (time, cost, quality, expectations, etc.) Any negotiations will not constitute a legally binding offer to enter into a contract on the part of the City or the Vendor.

1. **AWARD AND CONTRACT EXECUTION INSTRUCTIONS:**

**15.1 Notification of Intent to Award**

The City RFP Coordinator intends to provide written notice of the intention to award in a timely manner and to all Vendors responding to the Solicitation. Please note, however, that there are time limits on protests to bid results, and Vendors have final responsibility to learn of results in sufficient time for such protests to be filed in a timely manner. No action of the City other than a written notice from the Procurement Officer to the Vendor, advising acceptance of the proposal and the City’s intent to enter into an Agreement, shall constitute acceptance of the proposal.

**15.2 Failure to Enter into an Agreement**

At any time during the Pre-Award Clarification Phase, if the City is not satisfied with the progress being made by the invited Vendor, the City may terminate the Pre-Award Clarification Phase activities and then commence or resume a new Pre-Award Clarification Phase with the next highest rated Vendor.  If the Vendor and the City fail to agree to terms, or fail to execute a contract, the City may commence a new Pre-Award Clarification Phase with the next highest rated Vendor.  There will be no legally binding relationship created with any Vendor prior to the execution of a written agreement. Any Vendor’s proposal, terminated in accordance with this article, is removed from further participation in this Request for Proposal. New Pre-Award Clarification Phases with next highest rated Vendors thereafter are also extended this right.

**15.3 Protests and Complaints.**

The City has rules to govern the rights and obligations of interested parties that desire to submit a complaint or protest to this RFP process. Please see the City website at [http://www.seattle.gov/The City-purchasing-and-contracting/solicitation-and-selection-protest-protocols](http://www.seattle.gov/city-purchasing-and-contracting/solicitation-and-selection-protest-protocols) for these rules. Interested parties have the obligation to be aware of and understand these rules, and to seek clarification as necessary from the City.

**15.4 Limited Debriefs to Vendors.**

The City issues results and award decisions to all Vendors. A debriefing will be provided to all Vendors once the contract award has been issued. The intent of the debriefing will be to provide feedback on Vendor proposals, including specific feedback on individual evaluation criteria. The debriefing will not reveal the identities or content between competing Vendors. The purpose of the debriefing is to provide Vendors with feedback and to work towards continuous improvement of proposal practices.

**15.5 Instructions to the Apparently Successful Vendor(s).**

The Apparently Successful Vendor(s) will receive an Intention to Award Letter from the RFP Coordinator after award decisions are made by the City. The Letter will include instructions for final submittals that are due prior to execution of the contract or Purchase Order.

If the Vendor requested exceptions per the instructions (Section 6), the City will review and select those the City is willing to accept. There will be no discussion on exceptions.

After the City reviews exceptions, the City may identify proposal elements that require further discussion in order to align the proposal and contract fully with City business needs before finalizing the agreement. If so, the City will initiate the discussion and the Vendor is to be prepared to respond quickly in City discussions. The City has provided no more than 15 calendar days to finalize such discussions. If mutual agreement requires more than 15 calendar days, the City may terminate negotiations, reject the Proposer and may disqualify the Proposer from future submittals for these same products/services, and continue to the next highest ranked Proposal, at the sole discretion of the City. The City will send a final agreement package to the Vendor for signature.

Once the City has finalized and issued the contract for signature, the Vendor must execute the contract and provide all requested documents within ten (10) business days. This includes attaining a Seattle Business License, payment of associated taxes due, and providing proof of insurance. If the Vendor fails to execute the contract with all documents within the ten (10) day time frame, the City may cancel the award and proceed to the next ranked Vendor, or cancel or reissue this solicitation.

Cancellation of an award for failure to execute the Contract as attached may result in Proposer disqualification for future solicitations for this same or similar product/service.

**15.6 Checklist of Final Submittals Prior to Award.**

The Vendor(s) should anticipate that the Letter will require at least the following. Vendors are encouraged to prepare these documents as soon as possible, to eliminate risks of late compliance.

* Ensure Seattle Business License is current and all taxes due have been paid.
* Ensure the company has a current State of Washington Business License.
* Supply Evidence of Insurance to the City Insurance Broker if applicable
* Special Licenses (if any)
* Proof of certified reseller status (if applicable)
* Contract Bond (if applicable)
* Supply a Taxpayer Identification Number and W-9 Form

**15.7 Taxpayer Identification Number and W-9.**

Unless the apparently successful Vendor has already submitted a fully executed Taxpayer Identification Number and Certification Request Form (W-9) to the City, the apparently successful Vendor must execute and submit this form prior to the contract execution date.

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**15.8 Attachments**

1. Insurance Requirements

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1. Sample Contract & Terms and Conditions



1. **City Security and Privacy Policy:**



1. **Post-Award Performance Metrics:**

**16.1 Overview of Post-Award Performance Metrics: Weekly Risk Reporting System**

The Weekly Risk Report system is a tool for The City in analyzing the performance of the Vendor based on risk. The selected Vendor will require to prepare and submit Weekly Risk Reports. These reports are a tool for The City in analyzing changes/deviations that may occur throughout an awarded project. Note: these reports do not substitute or eliminate weekly progress reports or any other traditional reporting systems or meetings that the Vendor may perform.

**16.2 Definition of a Risk**

A risk is defined as anything that impacts (or may potentially impact) the original awarded contract cost, schedule, scope, or quality. A risk may also be thought of as a potential *‘change’* or ‘*deviation’* in the contract award. This includes deviations that are caused by:

* Vendor (or entities contracted by the Vendor)
* Owner (scope changes or client-caused deviations)
* Third Parties (which are not hired or contracted by the Vendor)
* Unforeseen Conditions

**16.3 Template**

The Weekly Risk Report is an MS Excel spreadsheet file. A template shall be provided by The City and must be used. Vendor is not permitted to recreate or modify this template in any way. The City will assist the Vendor in setting up this spreadsheet but it is the Vendor’s responsibility to complete and submit these reports as required.

**16.4 Saving the File**

The Weekly Risk Report must be saved in a unique manner to allow The City to analyze the reports from all ongoing projects. The Vendor must save each report using the date and name of the project given by The City in the following format: YYMMDD\_Project ID\_Project Name. For example, if you are completing a Weekly Risk Report for the ‘Polk Project’ (that had an RFP# 56789 for the week ending Friday, March 1, 2016, the excel spreadsheet should be saved as the file name: ’160301\_56789\_Polk Project’).

**16.5 Submission Requirements**

The Weekly Risk Report must be prepared and submitted by the selected Vendor. The report is due every week (Friday by 5pm) once the project is awarded, and must be submitted every week until the project is 100% complete and the Vendor has received final payment (note: substantial completion does not constitute 100% completion). The report must be emailed to The City’s Compliance Officer and The City’s Project Manager. The City may also identify additional individuals that should also receive the reports.

Failure to submit Weekly Risk Reports will result in progress payments being withheld from the Vendor until such time that the Weekly Reports are submitted in a timely and accurate manner.

**16.6 Completing the Report**

When the Vendor encounters or identifies a new or potential deviation (to cost or schedule), they must identify it in the report, along with a short and concise description of the deviation, reasons why the deviation occurred, and a plan/strategy to mitigate the deviation. Each deviation must have an estimated impact to the awarded cost or awarded schedule. These columns cannot be left blank (nor include verbiage such as: n/a, unknown, tbd, etc.). The Vendor should provide their best estimate of the impact, with the understanding that the impact can be adjusted in later reports.

**16.7 Accuracy of the Report**

The City will review and analyze each Weekly Report for accuracy, conformance to format requirements, and timely submittals. The City shall withhold progress payments for missing or substantially inaccurate reports.At the end of the project, The City may consider the accuracy and timeliness of the reports when making the final closeout rating of the Vendor and the Vendor’s team. These ratings may be used and considered during competition on future projects.

**16.8 Close Out Performance Evaluations**

The City will evaluate their overall satisfaction with the awarded Vendor’s performance. Close Out Performance Evaluations will include, but are not limited to, an assessment of: overall quality, ability to manage the service, ability to minimize complaints, ability to minimize The City efforts, ability to minimize service delays, ability to minimize cost increases, and submission of accurate and timely Weekly Risk Reports.

The Close Out Performance Evaluations will be used to update the Past Performance Survey scores for the awarded Vendor’s Project Team and Software Product.

The City may choose to provide updated Past Performance Surveys for each phase of this contract, including, but not limited to:

* The initial Discovery and Implementation Phase(s)
* Annual Performance Reviews
* Close Out at the end of the full contract term

**End of RFP**