
REQUEST FOR SEALED PROPOSAL FROM PRE-QUALIFIED VENDORS

To Provide a Software Solution for the Sammamish Plateau Water and
Sewer District

Financial Management/Human Resources

Management/Payroll/Timekeeping/Maintenance Management Systems

Release Date November 19, 2004

Responses due no later than 4:00 PM, December 10, 2004

Address all responses to:
Software RFP Review Committee
c/o Richard Thomas
Sammamish Plateau Water and Sewer District
1510 228th Ave SE
Sammamish, WA 98075

Phone: (425) 392-6256
Facsimile: (425) 391-5389
Email: dick@sammplat.wa.org

Refer questions to:
Mike Silverman, Pacific Technologies, Inc.
Phone: (425) 881-3991
Facsimile (425) 881-4244
Email msilverman@pticonsulting.com



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1.0 INTRODUCTION

1.1 OBJECTIVE OF THIS RFP

The Sammamish Plateau Water and Sewer District (“the District”) is requesting proposals for both an integrated finance/HR software system and a maintenance management system. The system should include all or part of the following comprehensive, fully-integrated systems: General Ledger, Budget Preparation, Accounts Payable/Purchasing, Cash Receipting, Payroll, Human Resources, Time & Attendance, Fixed Asset Accounting, Project Accounting, and Maintenance Management applications. The District wants to procure:

- ◆ Application software
- ◆ Any additional required database software (other than Microsoft SQL Server 2000)
- ◆ Reporting tools as required
- ◆ Implementation services:
 - Modifications and/or tailoring
 - Interface development
 - Data conversion as required
 - Installation services
 - Training services
- ◆ Maintenance and support services

This will be a competitive negotiation process. The District reserves the right to reject all bids and issue another Request for Proposal (RFP). Price is an important consideration in this process, but not the only consideration. Other factors include track record of successes at other municipalities or utilities, identification and understanding of the District’s requirements as embodied in the following list of questions, and experience and qualifications of key personnel.

1.2 ABOUT THE SAMMAMISH PLATEAU WATER AND SEWER DISTRICT

The District is a Special Purpose Sewer and Water District, that provides water and sewer services. The accounting policies of the District conform to the Budgeting, Accounting and Reporting System for Category 1 local governments prescribed by the Washington State Auditor. Sammamish Plateau Water and Sewer District has approximately 14,000 water and 5,000 sewer accounts, and may grow by 3,000 new accounts quickly.

The total adopted budget for FY2004-2005 was over \$10,000,000. The District currently employs 47 full-time staff.

2.0 PROJECT INFORMATION

2.1 OVERVIEW OF REQUESTED FUNCTIONALITY

The District seeks a system that will help automate its core financial management, HR, payroll, project accounting, timekeeping, and maintenance management functions. At a high level, the system must:

- ◆ Allow the District to enter project information one time only
- ◆ Support preventive maintenance efforts for its assets
- ◆ Adequately automate the needed functions without adding undue data entry overhead for field staff
- ◆ Integrate with the District’s current CIS, which is not being replaced at this time
- ◆ Support on-demand reporting on expenses and labor for District projects, such as developer extensions

The District is seeking a complete solution, including software and implementation services. The system will be one that is already on the market and successfully implemented and operating, ideally in another utility environment, at the time you turn in your proposal. The District is not interested in, and will not evaluate proposals for, custom-developed solutions, or solutions that will require significant amounts of development to meet the District's requirements, or acting as a "beta site" for a product still under development.

The District desires to find a commercially vended system which can be adapted to meet its requirements with a moderate amount of table-driven configuration settings and no modifications to program code. The District expects the selected solution to interface with its current CIS and GIS.

Respondents should note that this is only partially a replacement effort. While the District maintains a financial management system, existing processes for HR, timekeeping, and maintenance management are largely manual.

2.2 PROJECT APPROACH

Note that we expect the vendor to take the lead in the eventual implementation. We expect that District personnel, led by the Project Manager and Steering Committee, will participate in the implementation effort. The role of District staff is to provide subject matter expertise to the vendor through the implementation process, relying on the solution provider's extensive experience in implementing this system in utility settings.

As not all vendors are going to propose comprehensive solutions to the District's needs, the project may involve more than one vendor in the implementation. The District expects that the winning vendors will cooperate fully with any other vendors that are ultimately selected in the scope of this RFP.

2.3 CURRENT APPLICATIONS AND OPERATING ENVIRONMENT

2.3.1 CURRENT APPLICATION ENVIRONMENT

The District's current financial management and CIS systems were provided by Orcom (the system was sold to Avenir and is now owned by Innoprise). They are housed on an IBM AS/400 architecture. Access to the system is provided by Windows 2000/XP PCs on a local area network running at 100 Mbps. All other computer systems utilize Microsoft SQL Server as a database management system.

There is currently no automation beyond Excel spreadsheets for human resources, timekeeping, or maintenance management. The printing of all checks (including payroll) is contracted to King County.

The District's GIS is ESRI ArcGIS v.9.0.

2.3.2 SYSTEM REQUIREMENTS

A new system should operate within the City's current IT standards, as follows:

- ◆ Server OS: Windows 2000
- ◆ Desktop OS: Windows 2000 or XP
- ◆ Database: MS SQL Server 2000
- ◆ Web browser: MS Internet Explorer 6
- ◆ Windows Pocket PC

3.0 RESPONDING TO THE RFP

3.1 RFP APPROACH

The District recognizes that not all vendors will wish to respond to all the areas of functionality that are sought via this RFP. It is acceptable for a vendor to propose a product that will meet only a portion of the District’s needs, in particular maintenance management. The District recognizes that while many integrated financial management/HR management solutions exist in the marketplace, integrated solutions that include comprehensive maintenance management functionality are far less commonplace.

The District is taking a forms-based approach to the RFP. Vendors will be asked to fill out a series of forms, which in total will comprise their response. The objective is to normalize the responses – putting them each in a similar order and format – to better facilitate evaluation and comparison for the District. Vendors are asked to indicate the scope of their proposals (i.e., the specific functionality offered by their proposals) in Form 1.

3.2 RESPONSE LOGISTICS AND SCHEDULE

The following provides instructions for submitting your response.

Due Date:	Responses must arrive at the SPWSD no later than 4:00PM Pacific Daylight Time, on December 10, 2004.
Number of Copies:	Vendors must submit one signed original plus an electronic copy in Adobe Acrobat (PDF) format on CD-ROM. Color is acceptable, but content should not be lost by black-and-white copying. All responses must be sealed and clearly marked “RFP Response – Sammamish Plateau FMIS/HRIS/MMIS.” RFP responses will not be returned.
Address for Submission:	FMIS/HRIS/MMIS RFP Review Committee c/o Richard Thomas Sammamish Plateau Water & Sewer District 1510 228 th Ave SE Sammamish, WA 98075 The vendor shall assume full responsibility for timely delivery at the location designated for receipt of responses.

RFP Schedule

The schedule for this project follows:

Milestone	Date
RFP Distributed	11/19/2004
All Question Due	11/26/2004
Proposals Due	12/10/2004
Finalist Selected/Contract Negotiations	1/11/2004
Begin Implementation	2/15/2005

Note: The District reserves the right to adjust this schedule as necessary.

As you prepare your bids, ensure that you include the resources required to implement within the allotted time.

Administrative Terms and Conditions

Appendix B includes administrative terms and conditions regarding the RFP submission process.

All proposals will become part of the public file on this matter, without obligation to the District.

Format

Proposals **MUST** follow the format outlined in the forms in the RFP. Materials submitted in other formats may be rejected.

3.3 EVALUATION PROCESS

The District intends to select the solution that best meets its needs. The District will evaluate proposals based on their completeness and quality. In support of this effort, it has identified the following high-level criteria it will use to evaluate vendor proposals throughout this process, in order of importance:

- ◆ **System meets functional needs**
- ◆ **System is technically sound**
- ◆ **Training approach is clear and comprehensive**
- ◆ **Vendor is experienced, viable, and committed to budget software**
- ◆ **Project team is skilled and experienced**
- ◆ **Implementation plan is clear and complete**
- ◆ **Solution is cost effective**
- ◆ **Support offerings meet the District's needs**
- ◆ **District can easily support the system**
- ◆ **Vendors responded as requested**
- ◆ **Implementation and support escalation processes are effective and timely**

Please note that while cost-effectiveness is one selection criterion, the District considers total cost a “drop-dead” evaluation point. If a solution is beyond what the District can afford, it will not select that solution. The project budget has not been determined at this time.

A selection committee will evaluate and score proposals based on the criteria presented above. District staff will also conduct site visits. *The District reserves the right to contact any customer of any vendor at any time.* Site visits will be scored and included in the evaluation.

Based on all the data gathered by the District, the selection team intends to select a finalist. However, in the event additional information is required, the District reserves the right to request best-and-final offers from one or more vendors. The District may also ask for additional, clarifying information at any point in the evaluation process. Finally, while the District intends to select a solution for the systems as outlined in this RFP, it reserves the right to make no selection as a result of this RFP.

3.4 OFFICIAL CONTACT

Upon release of this RFP, all vendor communications should be directed to the RFP Official Contact listed below. Any oral communications will be considered unofficial and vendors should rely on written statements issued by the RFP Official Contact.

Name:	Richard Thomas
Title:	Project Manager
Address:	1510 228 th Ave SE Sammamish, WA 98075
Telephone:	(425) 392-6256
Fax:	(425) 391-5389
E-mail:	dick@sammplat.wa.org

3.5 QUESTIONS REGARDING THIS RFP

Vendors who request a clarification of the RFP requirements or contents may submit questions to the RFP Official Contact. The District will issue a response as appropriate. In the event of a substantive change or clarification, the District will respond in the form of an addendum to the RFP. Additionally, the District may further contact RFP respondents for additional information or clarification, if required.

The District will respond to all questions asked on or before November 26, 2004, by no later than December 1, 2004.

3.6 PROPOSAL PREPARATION

As mentioned at the beginning of this section, the District is using a structured, forms-based approach in this RFP. This will assist the selection committee in comparing the responses. This RFP contains, in addition to this document, a series of response forms.

Proposing vendors must respond to the forms “as-is,” and prepare responses electronically utilizing the forms in this RFP.

Page RF-1 of the Proposal Response Forms section provides directions on how to complete these forms. Note that while the forms themselves may be considered lengthy, the highly structured, fill-in-the-blank nature of most questions minimizes the effort required to supply the requested information. In effect, the District has written much of the verbiage required of most RFPs; the vendor is being asked to respond yes/no to most questions.

The District recognizes that there are design trade-offs which necessitate that some requirements are in conflict with one another. Therefore it is not always the case that a “yes” answer is necessarily better than a “no” answer.

APPENDIX A: SAMPLE CONTRACT LANGUAGE

AGREEMENT FOR CONSULTING SERVICES

This Agreement is made and entered into this ____ day of _____, 200__, by and between the Sammamish Plateau Water and Sewer District, a municipal corporation in King County, Washington ("District") and _____ ("Consultant") for the purposes forth below.

1. **Scope of Consulting Services.** Consultant shall provide consulting services to the District under the terms of this Agreement for the following Project: _____ ("Project"). The scope of services is more fully described on Exhibit A attached hereto and incorporated herein by this reference.

2. **Compensation and Payment.** District shall pay Consultant for the time and materials devoted to the Project as consideration for the performances of the services set forth on Exhibit A, not to exceed the amount of \$_____ (_____ dollars). Such compensation shall be payable in the following manner:

a. Consultant shall submit a detailed monthly billing for all services provided describing in reasonable and understandable detail the services rendered, fees charged and expenses incurred by Consultant during the previous month in accordance with a schedule of rates and charges set forth on Exhibit B, including fees and expenses for additional services authorized by District as provided herein. District shall pay the invoice within sixty (60) days of receipt, except as to any disputed amounts.

b. Upon District's failure to pay within sixty (60) days of receipt the undisputed amount set forth in any monthly billing submitted to District by Consultant, such unpaid balance will bear interest at the rate of 1% per month until the amount of such unpaid balance, plus interest thereon shall be paid in full.

3. **Schedule of Work.** Consultant shall commence the performance of its services under this Agreement upon receipt of notice by the District to do so and shall provide the services in accordance with the schedule on Exhibit A, subject to delays for causes beyond the reasonable control of Consultant or as otherwise agreed to by District.

4. **Subcontractors.** Consultant shall not subcontract or assign any portion of the work covered by this Agreement without the prior written approval of the District.

5. **Independent Contractor.** Consultant is an independent contractor and not an employee of the District. Consultant shall be responsible in full for payment of its employees, including insurance and deductions, and for payment to any subcontractors. No personnel employed by Consultant shall acquire any rights or status regarding the District. All of the services required hereunder shall be performed by Consultant or under

its direction, and all personnel engaged therein shall be fully qualified under applicable state, federal and local law to undertake the work performed by them.

6. **Changes in Scope of Services.** The District may require changes or modifications in the scope of services to be performed under this Agreement. Any such changes or modifications shall be in writing and signed by the parties to this Agreement. The compensation for the changes or modifications, whether a decrease or increase, shall be on the same terms and conditions as set forth in Paragraph 2 above or in a manner otherwise mutually agreed to by the parties.

7. **Insurance.** Consultant shall maintain throughout the performance of this Agreement the following types and amounts of insurance.

a. Comprehensive vehicle liability insurance covering personal injury and property damage claims arising from the use of motor vehicles with combined single limits of Two Million Dollars (\$2,000,000).

b. Commercial General Liability Insurance written on an occurrence basis with limits no less than Two Million Dollars (\$2,000,000) combined single limit per occurrence and Two Million Dollars (\$2,000,000) aggregate for personal injury, bodily injury and property damage. Coverage shall include, but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability; and

c. Professional liability insurance (Errors and Omissions insurance) with limits no less than Two Million Dollars (\$2,000,000).

The insurance policies shall: (1) state that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; (2) be primary to any insurance maintained by the District, except as respects losses attributable to the sole negligence of the District; and (3) shall state that the District will be given 30 days prior written notice of any cancellation, suspension or material change in coverage.

The District shall be named as an additional insured on the Commercial General Liability Insurance policy with regard to work and services performed by or on behalf of the Consultant and a copy of the endorsement naming the District as an additional insured shall be attached to the Certificate of Insurance.

Before commencing work and services, Consultant shall provide to the District a Certificate of Insurance evidencing the insurance described about and shall also complete and provide to the District the insurance forms attached hereto as Exhibit C. The District reserves the right to request and receive a certified copy of all required insurance policies.

The above insurance limits do not constitute a limit on Consultant's liability to the District. Any payment of deductible or self-insurance retention shall be the sole responsibility of Consultant.

Consultant shall be solely responsible for the safety of its employees and subcontractors at the Project work site, and shall comply with all applicable federal, state and local statutes, regulations and ordinances regarding safety.

8. **Indemnification.** Consultant shall defend, indemnify and hold harmless the District, its officers, employees and agents and volunteers from and against all claims, injuries, damages, liabilities, losses of suits, including attorneys' fees and costs, arising out of or relating to Consultant's performance under this Agreement, except for injuries or damages caused by the sole negligence of the District. For the purposes of this indemnification, Consultant specifically and expressly waives any immunity granted under the Washington Industrial Insurance Act, Title 51 RCW. This waiver has been mutually negotiated and agreed to by the parties. If a court of competent jurisdiction determines that this contract is subject to RCW 4.24.115, Consultant's obligation to defend, indemnify and hold harmless the District, its officers, employees, agents and volunteers shall be limited to the extent of Consultant's negligence. The provisions of this Section shall survive the expiration of termination of this Agreement.

9. **Ownership of Documents.** Consultant agrees to return to District upon termination of this Agreement all documents, drawings, photographs and other written or graphic material, however produced, received from District and used by Consultant in performance of its services hereunder. All documents, drawings, specifications, designs, mylars, surveys, survey data, reports and other work product (collectively referred to as "Work Product") produced by Consultant in connection with the services rendered under this Agreement shall be owned by District. District shall own all copyrights to such Work Product and Consultant agrees to assign all ownership rights to such Work Product to the District. Reuse of any such Work Product by the District for other than a specific project or modification in use by the District of any of the Work Product without the Consultant's prior written approval shall be at the District's sole risk.

10. **Standard of Care.** Consultant's services shall be performed with the level of care, skill and competence of the consulting profession in accordance with the standard for professional services at the time the services are rendered.

11. **Right of Entry.** District shall provide for the right of entry of Consultant and its subcontractors and all necessary equipment in order to complete the services under this Agreement.

12. **Compliance with Codes and Standards.** Consultant's Professional Services shall be consistent with the standard of care and shall incorporate those publicly known federal, state and local laws, regulations, codes and standards that are applicable at the time Consultant renders its services.

13. **Discovery of Hazardous Materials.** The parties recognize that unanticipated hazardous materials or suspected hazardous materials may be discovered on District's property or on property included as part of the site of work but not owned by District. The discovery of unanticipated hazardous materials may delay the Consultant's provision of the services required herein. In that event, the parties may extend the Contract Completion Date by mutual agreement.

14. **Termination.** This Agreement may be terminated by either party upon seven days written notice for any reason. In the event of termination, Consultant shall be entitled to compensation for all services performed and costs incurred through and including the date of termination, except as to any disputed amounts.

15. **General Provisions.**

a. **Notices.** Any notice or demand desired or required to be given under this Agreement shall be in writing and deemed given when personally delivered, sent by facsimile machine, or deposited in the United States Mail (or with an express courier), postage prepaid, sent certified or registered mail, and addressed to the parties as set forth below or to such other address as either party shall have previously designated by such a notice:

Sammamish Plateau Water & Sewer District
1510 - 228th Avenue S.E.
Sammamish, WA 98075
Attn: General Manager

b. **Attorneys' Fees.** In the event that any party commences litigation against the other party relating to the performance, enforcement or breach of this Agreement, the prevailing party in such action shall be entitled to all costs, including attorneys' fees and costs and any such fees or costs incurred on appeal.

c. **Entire Agreement.** This Agreement and its exhibit attachments contain the entire understanding between the District and Consultant relating to the consulting services which are the subject of this Agreement. This Agreement merges all prior discussions, negotiations, letters of understanding or other promises whether oral or in writing. Subsequent modification or amendment of this Agreement shall be in writing and signed by the parties to this Agreement.

d. **Waiver.** Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement.

e. **Assignment.** Neither party shall assign, transfer or otherwise dispose of this Agreement in whole or in part to any individual, firm or corporation without the

prior written consent of the other party. Subject to the provisions of the preceding sentence, this Agreement shall be binding upon and enure to the benefit of the respective successors and assigns of the parties hereto. This Agreement is made only for the benefit of the District and Consultant and successors in interest and no third party or person shall have any rights hereunder whether by agency, as a third party beneficiary, or otherwise.

f. **Jurisdiction/Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Any suit to enforce or relating to this Agreement shall be brought in King County Superior Court, King County, Washington.

g. **Severability.** If any term, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in effect.

h. **Effective Date.** The effective date of this Agreement shall be the date that the contract has been signed by authorized representatives of both parties hereto.

APPENDIX B: GENERAL RFP TERMS AND CONDITIONS

LATE PROPOSALS

Proposals received after the scheduled closing time for filing may be returned to the proposer unopened.

CLARIFICATION OF REQUEST FOR PROPOSALS

Proposers who request a clarification of the RFP requirements must submit questions in writing to the person(s) shown in the **official contact** section of the RFP, or on the cover of the RFP, or present them verbally at a scheduled pre-proposal conference, if one has been scheduled. Written questions must be received by the District no later than six (6) working days prior to the scheduled deadline for submitting Proposals. A response will be issued in the form of an addendum to the RFP by the District, if a substantive clarification is in order.

COST OF PROPOSAL

This request for proposals does not commit the District to pay any costs incurred by any respondent in the submission of a proposal or in making necessary studies or designs for the preparation thereof, or for procuring or contracting for the services to be furnished under the request for proposal.

CONFLICT OF INTEREST

A respondent filing a proposal thereby certifies that no officer, agent or employee of the District who has a pecuniary interest in this Request for Proposals has participated in the contract negotiations on the part of the District, that the proposal is made in good faith without fraud, collusion or connection of any kind with any other respondent of the same call for proposals, and that the respondent is competing solely in its own behalf without connection with or obligation to, any undisclosed person or firm.

INVESTIGATION

The respondent shall make all investigations necessary to inform itself regarding the service(s) to be performed under this request for proposals.

SPECIAL CONDITIONS

Where special conditions are written in the Request for Proposals, these special conditions shall take precedence over any conditions listed under the “Professional, Technical and Expert Service Request for Proposals General Instructions and Conditions”.

REJECTION OF PROPOSALS

The District reserves the right to reject any or all responses to the Request for Proposals.

NOTICE OF ASSIGNMENT

The District will not recognize any assignment or transfer of any interest in the contract without written notice to and written acceptance by the Purchasing Agent, Commissioner in Charge, or District Auditor.

FAILURE TO PERFORM

In the event the successful respondent fails to perform and is not covered by a performance bond, the District will procure the articles or service from other sources and the respondent shall be liable for any excess cost incurred.

CANCELLATION

The District reserves the right to cancel in whole or any part of the contract if the respondent willfully fails to perform any of the provisions in the contract, or fails to make delivery within the time stated, unless the time is extended by the District.

These “General RFP Terms and Conditions” are not to be construed as exclusive remedies or as a limitation upon rights or remedies that may be otherwise stipulated by Washington State law.