Request for Proposals (RFP)



Department of Executive Services Finance and Business Operations Division

Procurement and Payables Section 206-263-9400 TTY Relay: 711

ADVERTISED DATE: 7/31/2020

RFP Title: Environmental Health Permitting, Inspection, and Enforcement

Management System

RFP Number: 1083-20-GMK

Due Date: 9/8/2020 - 2:00 p.m. PT

Buyer: Gina Keolker, gina.keolker@kingcounty.gov, (206) 263-9143

Alternate Buyer: Cynthia Lewis, clewis@kingcounty.gov, (206) 263-9675

PRE-PROPOSAL CONFERENCE

Date: 08/20/2020

Time: 12:00 to 1:30 PM PDT

Location: Remote via Skype: 206-263-

8114

Conference ID: 798695

Conference link: Join Skype Meeting

Sealed proposals shall be submitted as PDF and in native formats via email to

procurement.submittals@kingcounty.gov containing the RFP# and Title on the subject line no later than the date and time listed on the cover page unless

amended by King County. Do not copy the Buyer(s)

when emailing submittals.

Public Bid Opening will be conducted only via Skype or telephone. To attend the Skype Bid Opening meeting, follow this link: Join Skype Meeting or by telephone at 1-206-263-8114. The Conference ID is: 811349

We acknowledge that all Addenda issued for this RFP have been examined as part of the proposal documents.

Company Name		
Address		City/State /Postal Code
Signature	Authorized Represent	ative / Title
Contact Name:	Phone:	Email
Company Headquarters Located in State/P	rovince of	
King County SCS/SBE Certification number	r (if applicable)	

This Request for Proposal will be provided in alternative formats for individuals with disabilities upon request.

DEFINITION OF WORDS AND TERMS

- APPLICABLE ONLY TO INSTRUCTION OF THE RFP. Words and terms shall be given their ordinary and usual meanings. Where used in the Contract documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.
- <u>Addendum/Addenda</u>: Written additions, deletions, clarification, interpretations, modifications or corrections to the solicitation documents issued by the County during the Proposal period and prior to contract award.
- <u>Best and Final Offer</u>: Best and Final Offer shall consist of the Proposer's revised proposal and any supplemental information requested during the evaluation of Proposals. In the event of any conflict or inconsistency in the items submitted by the Proposer, the items submitted last govern.
- Competitive Range: The Competitive Range consists of the Proposers that have a reasonable chance of selection for contract award. The Proposal Evaluators (PE) shall conduct the initial evaluation of the proposals considering price and Evaluation Factors established in the RFP. The Buyer and Project Manager/PE together shall compare the evaluations and determine the Competitive Range. The Competitive Range may be reduced after the evaluation of additional information, Best and Final Offers and negotiations.
- <u>Criteria, Evaluation Criteria or Evaluation Factors</u>: The elements cited in the RFP that the County shall examine to determine the Proposers understanding of the requirements; technical, business and management approach; key personnel; qualification and experience of the Proposer; potential for successfully accomplishing the Contract; risk allocation and the probable cost to the County.
- Days: Calendar days.
- Measurable Amount of Work: For purposes of payment of a living wage, Measurable Amount of Work means a definitive allocation of an employee's time that can be attributed to work performed on a specific matter, but that is not less than a total of one hour in any one week period.
- <u>Proposal Evaluators (PE)</u>: Team of people appointed by the County to evaluate the proposals, conduct discussions, call for Best and Final Offers, score the proposals and make recommendations.
- <u>Proposer</u>: Individual, association, partnership, firm, company, corporation or a combination thereof, including joint ventures, submitting a proposal to perform the Work.
- <u>RFP</u>: Request for Proposals, also known as the solicitation document.
- <u>Reference Documents</u>: Reports, Specifications, and drawings which are available to Proposers for information and reference in preparing proposals but not as part of this Contract.

RFP# 1083-20-GMK Page **3** of **20**

SECTION 1 Instruction to Proposers

1.1 Proposal Submission

Electronic proposals shall contain all required attachments and information and be submitted to King County (hereinafter "County") no later than the date and time stated on the front of this RFP or as amended. The Proposer's submittal shall have the RFP title and solicitation number on the subject line of the email submittal to procurement.submittals@kingcounty.gov. Do not copy the Buyer(s) when emailing submittal. Proposers are cautioned that failure to comply may result in non-acceptance of the proposal. The Proposer accepts all risks of late delivery of electronic submittals. Proposals properly and timely submitted will be publicly opened.

Proposals will only be accepted from Contractors able to complete the delivery of goods or services described in the specifications. Joint ventures shall submit one proposal for the team, with accompanying proof of the joint venture agreement.

If a company chooses not to submit a proposal, the County requests the company advise the Buyer by email if they desire to remain listed for the subject of this RFP and state the reason they did not submit a proposal.

1.2 Electronic Commerce and Correspondence

King County is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most Invitations to Bid, Requests for Proposal, and Requests for Qualifications as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at https://www.kingcounty.gov/depts/finance-business-operations/procurement.aspx. Current bidding opportunities and information are available by expanding For Business and clicking on Contract Opportunities in the left hand column.

King County Procurement Services features an **Online Vendor Registration (OVR)** program that permits vendors, consultants and contractors to register their business with the County. This OVR system allows interested parties to either directly register their firm by creating a unique User ID, or to visit the website as a guest. Information regarding bid documents will be available to all users; however, site visitors accessing the site as a guest will not be able to document their interest in a project or add their name to the document holder's list. They will receive no automatic notification of issued addenda. As such, the County encourages full registration in order to directly communicate with document holders regarding any issued addenda or other important information concerning the solicitation.

After submittals have been opened in public, the County will post a listing of the businesses submitting proposals, and later, any final award determination.

Full information on vendor registration is available at the website.

1.3 List of Documents

1083-20 RFP (Request For Proposal)

Attachments

1083-20	Attachment A Program (tab A3),	Pricing Questions (tab A1), SaaS Proposal Price (tab A2), Reports (tab A4), Forms (tab A5) and Interfaces (tab 6)
1083-20	Attachment B	Management Questions
1083-20	Attachment C (tab C2)	Technical Requirements (tab C1) & Technology Questions

1083-20	Attachment D and Existing SaaS)	Solution Requirements (tab User Stories) (new built on PaaS
Exhibits		
Exhibit 1	Scope of Work (SO)	N)
Exhibit 2	EHS Core Processe	es
Exhibit 3	Current and Future	State
Exhibit 4	Data Conversion an	d Migration
Exhibit 5	Sample Dashboards	S
Exhibit 6	Sample Application	Forms
Exhibit 7	Sample Project Sch	edule
Exhibit 8	KCIT Delivery Fram	ework Phase Gates
Exhibit 9	SaaS Contract	
Exhibit 9a	SaaS Service Level	Agreement (SLA)
Exhibit 10	King County Networ	k Access Agreement
Exhibit 11	King County Passwo	ord Management Policy

1.4 Late Proposals

Proposals, modifications of proposals, received electronically after the exact time and date specified for receipt will not be considered.

1.5 Cancellation of RFP or Postponement of Proposal Opening

The County reserves the right to cancel this RFP at any time. The County may change the date and time for submitting proposals prior to the date and time established for submittal.

1.6 Addenda

If at any time, the County changes, revises, deletes, clarifies, increases, or otherwise modifies the RFP, the County will issue a written Addendum to the RFP.

1.7 Questions and Interpretation of the RFP

No oral interpretations of the RFP will be made to any Proposer. All questions and any explanations must be requested in writing and directed to the Buyer and Alternate Buyer no later than **seven (7)** Days prior to the due date specified in the solicitation. Oral explanations or instructions are not binding. Any information modifying a solicitation will be furnished to all Proposers by addendum. **Communications concerning this RFP, with King County staff other than the listed Buyer(s) may cause the Proposer to be disqualified.**

1.8 Schedule

Month/Day/Year	Event
July 29, 2020	Public announcement of Request for Proposals
August 18, 2020	Pre-proposal questions due, 12 noon PDT
August 20, 2020	Pre-proposal conference
Sept. 8, 2020	Proposals due

*Week of Sept.6th Begin Evaluation of Proposals

*October 2020 Begin Interviews/Demonstrations

*November 2020 Announce intent to award/Begin Negotiations

*January 2021 Execute Contract

*NOTE: Dates preceded by an asterisk are estimated dates. Estimated dates are for information only.

1.9 Pre-Proposal Conference

A pre-proposal conference will be held at the time, date and location indicated on the cover page of the RFP. All prospective Proposers are strongly encouraged to attend. The intent of the pre-proposal conference is to assist the Proposers to more fully understand the requirements of this RFP. Proposers are encouraged to submit questions in advance to enable the County to prepare responses; these questions should be E-mailed to the Buyer. Questions will be encouraged during the pre-proposal conference also.

NOTE: The Pre-Proposal Conference is informal and responses to any questions are considered "unofficial" with regard to this RFP during and throughout the Pre-Proposal process. Proposers must submit all questions in writing to the Buyer to receive an official response via Addenda.

1.10 Proposal Signature

Each proposal shall include a completed Proposal response form (the first page of this document) signed by an authorized representative of the Proposer.

1.11 Examination of Proposal and Contract Documents

The submission of a proposal shall constitute an acknowledgement upon which the County may rely that the Proposer has thoroughly examined and is familiar with all requirements and documents pursuant with the RFP, including any addenda and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions addressing or relating to the goods or services to be provided hereunder.

The failure of a Proposer to comply with the above requirement shall in no way relieve the Proposer from any obligations with respect to its proposal or to any Contract awarded pursuant to this RFP. No claim for additional compensation shall be allowed which is based upon a lack of knowledge or misunderstanding of this RFP.

1.12 Cost of Proposals and Samples

The County is not liable for any costs incurred by Proposer in the preparation and evaluation of proposals submitted. Samples of items required must be submitted to location and at time specified. Unless otherwise specified, samples shall be submitted with no expense to the County. If not destroyed by testing, samples may be returned at the Proposer's request and expense unless otherwise specified.

1.13 Modifications of Proposal or Withdrawal of Proposal Prior to Proposal Due Date

Modifications or withdrawal of Proposals already received will be considered only if the requested modification or withdrawal is made prior to the scheduled closing time for the receipt of the submittals. All modifications or withdrawals must be made in writing by the Proposer or authorized representative to procurement.submittals@kingcounty.gov.

1.14 Proposal Withdrawal After Proposal Due Date

Except for claims of error granted by the County, no Proposer may withdraw a proposal after the date and time established for submitting proposals, or before the award and execution of a Contract pursuant to this RFP, unless the award is delayed for a period exceeding the period for proposal effectiveness.

Requests to withdraw a proposal due to error must be submitted in writing along with supporting evidence for such claim for review by the County. Evidence must be delivered via email to the County at procurement.submittals@kingcounty.gov within two (2) Days after request to withdraw. The County reserves the right to require additional records or information to evaluate the request. Any review by the County of a proposal and/or any review of such a claim of error, including supporting evidence, creates no duty or liability on the County to discover any other proposal error or mistake, and the sole liability for any proposal error or mistake rests with the Proposer.

1.15 Error and Administrative Corrections

The County shall not be responsible for any errors in proposals. Proposers shall only be allowed to alter proposals after the submittal deadline in response to requests for clarifications or Best and Final Offers by the County.

The County reserves the rights to allow corrections or amendments to be made that are due to minor administrative errors or irregularities, such as errors in typing, transposition or similar administrative errors.

1.16 Compliance with RFP Terms, Attachments and Addenda

- A. The County intends to award a Contract based on the terms, conditions, attachments and addenda contained in this RFP. Proposers shall submit proposals, which respond to the requirements of the RFP.
- B. Proposers are strongly advised to not take exceptions to the terms, conditions, attachments and addenda; exceptions may result in rejection of the proposal. An exception is not a response to a proposal requirement. If an exception is taken, a 'Notice of Exception' must be submitted with the proposal. The 'Notice of Exception' must identify the specific point or points of exception and provide an alternative.
- C. The County reserves the right to reject any proposal for any reason including, but not limited to, the following
 - Any proposal, which is incomplete, obscure, irregular or lacking necessary detail and specificity;
 - Any proposal that has any qualification, limitation, exception or provision attached to the proposal;
 - Any proposal from Proposers who (in the sole judgment of the County) lack the qualifications or responsibility necessary to perform the Work;
 - Any proposal submitted by a Proposer which is not registered or licensed as may be required by the laws of the state of Washington or local government agencies;
 - Any proposal, from Proposers who are not approved as being compliant with the requirements for equal employment opportunity; and
 - Any proposal for which a Proposer fails or neglects to complete and submit any qualifications information within the time specified by the County.

- D. The County may, at its sole discretion, determine that a proposal with a 'Notice of Exception' merits evaluation. A proposal with a 'Notice of Exception' not immediately rejected may be evaluated, but its competitive scoring shall be reduced to reflect the importance of the exception. Evaluation and negotiation shall only continue with the Proposer if the County determines that the proposal continues to be advantageous to the County.
- E. In consideration for the County's review and evaluation of its proposal, the Proposer waives and releases any claims against the County arising from any rejection of any or all proposals, including any claim for costs incurred by Proposers in the preparation and presentation of proposals submitted in response to this RFP.
- F. Proposals shall address all requirements identified in this RFP. In addition, the County may consider proposal alternatives submitted by Proposers that provide cost savings or enhancements beyond the RFP requirements. Proposal alternatives may be considered if deemed to be in the County's best interests. Proposal alternatives shall be clearly identified.

1.17 Acceptance of Contract, Attachments and Addenda

- A. Proposer(s) shall review all the Contractual exhibits (exhibits 9-11), including any changes by Addenda and submit a signed letter by their attorney or authorized legal representative stating they intend to comply with all the terms and conditions.
 - If exceptions are taken then submit a letter identifying the exceptions, proposed changes and the reasoning for the exceptions. Attach a red-line markup using the tracked changes feature in Microsoft Word®. Also indicate in the letter if the Proposer is including any of the Proposers' separate agreements. (See Subsection 1.16)
- B. Note that acceptance of the County's Contractual boilerplates prevents negotiations on the language during the Contract negotiations phase. Points will be awarded based upon the acceptance of the Contract boilerplates.
- C. Submit the signed letter per instructions in Section 3.
- D. The project schedule is such that it requires a very efficient proposal review and negotiation period. It is very important that any possible exceptions the Proposer may have with the contractual exhibits and Scope of Work are identified during the proposal process to determine if a proposal can be considered for award and proceed to contract negotiations.
- E. If the Proposer submits redlined County documents, or its own forms such (e.g. Service Level Agreement, Support and Maintenance Agreement, Software License Agreement or some other agreement) this will constitute an exception to the County Terms and Conditions. As such your proposal will be scored lower.

1.18 Proposal Price and Effective Date

A. The proposal price shall include everything necessary for the prosecution and completion of Work under the Contract including but not limited to furnishing all materials, equipment, supplies, tools, plant and other facilities and all management, supervision, labor and service, except as may be provided otherwise in this RFP. Proposed Prices shall include all freight charges, FOB to the designated delivery point. Washington State sales/use taxes and Federal excise taxes shall not be included in the proposal price. The County

shall pay any Washington State sales/use taxes applicable to the Contract price or tender an appropriate amount to the Contractor for payment to Washington State. The County is exempt from Federal excise taxes. All other government taxes, duties, fees, royalties, assessments and charges shall be included in the Proposal price.

- B. In the event of a discrepancy between the unit price and the extended amount for a proposal item, the County reserves the right to clarify the Proposal.
- C. The proposal shall remain in effect for One Hundred and Twenty (120) Days after the proposal due date, unless extended by agreement.

1.19 Sustainable Purchasing Policy

Proposers able to supply sustainable goods and services that meet design and performance requirements are encouraged to offer them in proposals when not otherwise prohibited. Sustainable goods and services provide environmental, social, and economic benefits while protecting human health and the environment over the entire life cycle of the good or service, from the extraction of raw materials through final disposal.

To ensure that products and services meet sustainability criteria, the Sustainable Purchasing Policy authorizes King County purchasers to prioritize the use of ecolabels, and environmental standards and certifications recommended by the U.S. Environmental Protection Agency (EPA) and those accredited by third-party organizations. (Reference: KCC 18.20).King County Contracting Opportunities Program.

1.20 King County Contracting Opportunities Program

The purpose of the King County Contracting Opportunities Program is to maximize the participation of Small Contractors and Suppliers (SCS) through the use of rating points in the award of King County competitively solicited contracts for the acquisition of technical services. The program is open to all firms that are certified as an SCS by King County's Business Development and Contract Compliance Office.

A "Small Contractors and Suppliers" (SCS) means that a business and the person or persons who own and control it are in a financial condition, which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Program is set at fifty percent (50%) of the Federal Small Business Administration (SBA) small business size standards using the North American Industrial Classification System (NAICS), and an Owners' Personal Net Worth less than \$1,320,000.

A "Certified Firm" means a business that has applied for participation in King County's Contracting Opportunities Program, and has been certified as an SCS by the King County Business Development and Contract Compliance (BDCC) office. Information about becoming a Certified Firm, as well as a list of Certified Firms, may be obtained by visiting the King County's Contracting Opportunities Program Website address:

www.kingcounty.gov/exec/BusinessDev/contractingopps.aspx or contacting the BDCC office at 206-205-0711.

In the evaluation of proposals, points will be allotted for SCS participation. King County will count only the participation of SCSs that are certified by King County at the date and time of proposal submittal. After tabulation of the selection criteria points of all prime submitters points shall be added to the score of all proposals that meet at least one of the two following subcriterion:

1. If the Prime submitter who is an SCS firm and includes the SCS certification number on page one of this submittal is eligible to receive the maximum points for this criterion.

2. If the Prime submitter is not an SCS but will use SCSs for at least **10**% of the total contract labor hours in the work to be performed in this contract, and who complete the following table and include it in their proposal submission:

SCS Certification Number	Sub-Consultant Name	Contact Name /Phone	Work to be performed	% of Total Hours

1.21 Collusion

If the County determines that collusion has occurred among Proposers, none of the proposals from the participants in such collusion shall be considered. The County's determination shall be final.

1.22 Procedure When Only One Proposal Is Received

If the County receives a single responsive, responsible proposal, the County may request an extension of the proposal acceptance period and/or conduct a price or cost analysis on such proposal. The Proposer shall promptly provide all cost or pricing data, documentation and explanation requested by the County to assist in such analysis. By conducting such analysis, the County shall not be obligated to accept the single proposal; the County reserves the right to reject such proposal or any portion thereof.

1.23 Protest Procedures

King County has a process in place for receiving protests based upon the RFP or contract awards. The protest procedures are available at http://www.kingcounty.gov/depts/finance-business-operations/procurement/for-business/do-business/protest.aspx

1.24 News Releases

News releases pertaining to this RFP, the services, or the project to which it relates, shall not be made without prior approval by and then only in coordination with King County.

1.25 Public Disclosure of Proposals

This procurement is subject to the Public Records Act, chapter 42.56 RCW. Proposals submitted under this RFP shall be considered public documents unless the documents are exempt under the public disclosure laws.

If a Proposer considers any portion of its proposal to be protected under the law, the Proposer shall clearly mark each section as "CONFIDENTIAL" or "PROPRIETARY". If any materials are marked "CONFIDENTIAL" or "PROPRIETARY", Proposers have ten calendar days from the receipt of the Notice of Selection/Non-Award to take whatever action it deems necessary to protect its interests. **Effective January 1, 2020,** If a Proposer does not take such action within said period, the County will post the materials to

https://procurement.kingcounty.gov/procurement_ovr/default.aspx after contract execution. By submitting a proposal, the Proposer assents to this procedure and shall have no claim against the County.

Type of exemption	Beginning page / location	Ending page / location	

1.26 Forms Required after award and before Contract Signing

The Proposer shall submit within five (5) Days of notification from the County the insurance certificate and endorsement meeting the levels of coverage set forth in Contract of this RFP.

SECTION 2 PROPOSAL EVALUATION AND CONTRACT AWARD

2.1 Solution Preference

King County's preferred scenario is to have a single Contractor who can best provide all the features, capabilities and functionality identified in Attachment D - Solution Requirements. If the Proposer cannot directly provide all functionality required, the Contractor may consider integration of third-party products provided by Subcontractors to provide the required functionality. However, the Contractor shall have the responsibility of the Solution as a whole and if necessary, will function as a system integrator responsible for and accountable to the full delivery and continued functionality of the products and services. All subcontracted or supplied functionality needs to be clearly disclosed in the Proposal.

2.2 Responsive and Responsible

Responsive

The County will consider all the material submitted by the Proposer, and other evidence it may obtain otherwise, to determine whether the Proposer is in compliance with the terms and conditions set forth in this RFP.

Responsible

In determining the responsibility of the Proposer, the County may consider:

- a. the ability, capacity and skill to perform the Contract and provide the service required;
- b. the character, integrity, reputation, judgment and efficiency;
- c. financial resources to perform the Contract properly and within the times proposed;
- d. the quality and timeliness of performance on previous contracts with the County and other agencies, including, but not limited to, the effort necessarily expended by the County and other agencies in securing satisfactory performance and resolving claims;
- e. compliance with federal, state and local laws and ordinances relating to public contracts;
- f. other information having a bearing on the decision to award the Contract.

Failure of a Proposer to be deemed responsible or responsive may result in the rejection of a proposal.

2.3 Responsible Contracting

A. Contractor Responsibility – Compliance with Federal, State and Local Law

For all contracts with a value of \$100,000 or more, the selected Proposer must meet the requirements set forth in King County Code 2.93.120 regarding historic compliance with environmental, worker safety, and labor and human trafficking laws. Historic compliance is defined as a minimum of three (3) years preceding the submittal date for the solicitation.

The County shall conduct a review in order to determine the selected Proposer's responsibility related to these areas. Failure to fully answer any responsibility question, or otherwise be out of compliance with the requirements of the code as determined by the County, shall eliminate the Proposer from consideration of award.

B. The County will issue the "King County Responsibility Detail & Attestation Form" to the top ranked Proposer, who will then complete and return the form within five (5) Days of notification by the County.

2.4 Proposal Evaluation

- A. The County will evaluate proposals using the criteria set forth in this RFP. If deemed necessary, written and/or oral discussions, site visits or any other type of clarification of proposal information may be conducted with those Proposers whose proposals are found to be potentially acceptable. Identified deficiencies, technical requirements, terms and conditions of the RFP, costs or prices, and clarifications may be included among the items for discussion. The discussions are intended to give Proposers a reasonable opportunity to resolve deficiencies, uncertainties and clarifications as requested by the County and to make the cost, pricing or technical revisions required by the resulting changes. In addition, the County may request additional business and administrative information.
- B. The County may find that a Proposer appears fully qualified to perform the Contract or it may require additional information or actions from a Proposer. In the event the County determines that the proposal is not within the Competitive Range the County shall eliminate the proposal from further consideration.
- C. The evaluation of Proposers' proposals and additional information may result in successive reductions of the number of proposals that remain in the Competitive Range. If applicable to the procurement, the firms remaining in the Competitive Range may be invited to continue in the proposal evaluation process, and negotiations.
- D. Upon completion of discussions, the County may issue to all remaining potentially acceptable Proposers within the competitive range a request for Best and Final Offers (BAFO). The request shall include notice that discussions are concluded, an invitation to submit a revised proposal with a Best and Final Offer, and a new submittal date and time.
- E. The County may enter negotiations with one or more Proposers to finalize Contract terms and conditions. Negotiation of a Contract shall be in conformance with applicable federal, state and local laws, regulations and procedures. The objective of the negotiations shall be to reach agreement on all provisions of the proposed Contract. In the event negotiations are not successful, the County may reject proposals.
- F. The County reserves the right to make a Contract award without written and/or oral discussions with the Proposers and without an opportunity to submit Best and Final Offers when deemed to be in the County's best interests. Contract award, if any, shall be made by the County to the responsible Proposer whose proposal best meets the requirements of the RFP, and is most advantageous to the County, taking into consideration price and the other established evaluation factors. The County is not required to award a Contract to the Proposer offering the lowest price. The County shall have no obligations until a Contract is signed between the Proposer and the County. The County reserves the right to award one or more contracts as it determines to be in its best interest.

2.5 Financial Resources and Auditing

The Proposer shall submit proof of adequate financial resources that would be available to the Proposer for the prosecution and completion of the work as required. Required financial information may include, but not be limited to, the following:

A. Audited financial statements (balance sheets, statements of income and stockholders' equity, and statements of cash flows) for each of the most recently completed three (3)

- fiscal years, including notes to financial statements, independent auditors' reports, annual reports to stockholders, and SEC Form 10K reports (for publicly held corporations).
- B. Certification by the chief financial officer or the Proposer's independent auditor stating that the Proposer has adequate financial resources for the prosecution and completion of the work called for hereunder.
- C. The names, addresses, e-mail addresses, telephone and fax numbers of at least one (1) contact person from the Proposer's principal financial or banking organization and the Proposer's independent auditor. The contact persons shall be duly authorized by the Proposer to provide information and discuss the adequacy of the Proposer's financial resources. Upon the County's request, the Proposer shall provide written authorization permitting the County or its designee access to information documenting the adequacy of the Proposer's financial resources.
- D. A current copy of the Proposer's Dun and Bradstreet report(s), if requested by the County. The County reserves the right to audit the Contractor throughout the term of this contract to assure the Contractor's financial fitness to perform and comply with all terms and conditions contained within this contract. The County will be the sole judge in determining the Proposer's financial fitness in carrying out the terms of this Contract.

2.6 Evaluation Criteria and Proposal Scoring

- A. King County Proposal Evaluators (PE) will review and score proposals in accordance with the requirements stated in this solicitation.
- B. Proposer shall provide a proposal which shall demonstrate an understanding of the project requirements as stated throughout this Request for Proposal. Vendors may emphasize in their narrative any areas of their proposal that they believe exceed our requirements.

C. Minimum Qualifications:

Proposer shall meet the following minimum qualifications in the table listed below in order for their proposal submittal to be eligible for the initial evaluation. The County requests a one-page or appropriate-length document as part of your proposal response, clearly explaining the proposed Solution's compliance to these minimum qualifications. The County will be the sole judge if the materials submitted for this criteria meets and/or exceeds the minimum qualifications. Those proposals that fails to meet the minimum qualifications will not be eligible for further consideration.

#	Description	Points	Minimum Qualifications	
1	SaaS solution	Pass/Fail	The proposed solution shall qualify as a Saas Solution as	
			defined in Exhibit 1, Section 1 Glossary of Terms	
2	API solution	Pass/Fail	The proposed Solution shall support API	
			integration with external systems as illustrated in Exhibit	
			3: EHS Current and Future State Repeat section 1.02	
			requirements here	

3	Permitting, Inspection & Enforcement Workflows	Pass/Fail	The proposed Solution shall support permitting, inspection, and enforcement workflows other than standard Environment Health and Safety use case scenarios (e.g. Plumbing & Gas Piping, and Illegal dumping).
4	Customizable Workflow	Pass/Fail	The proposed Solution shall be able to accommodate the development and modification of custom workflows in the future.
5	Synchronized Data	Pass/Fail	The proposed Solution shall enable remote Users to synchronize data with the system automatically when connected, as well as support the queuing and subsequent synchronization of offline changes once connectivity is established.

- D. Proposals will be evaluated based on the following weighted criteria and relevant information obtained by King County through other means, i.e. references, past performance, etc.
- E. The Proposal Evaluators (PE) will evaluate using the following weighted criteria in accordance with the requirements stated in this solicitation as follows:

#	Criteria	Description	Maximum Point Value
	Pha	se 1-Technical Evaluation	
1	Technical Requirements	Quality and Performance of System Design; Integration; System Training; System Support and Maintenance; Additional System Capabilities	350
2	Solution Requirements	Functional Solution Requirements; User Training and Support	500
3	Management Questions	Company Information; Qualifications and Experience; Project Methodology and Approach; Training and Support Approach; Client References; Financial Stability Reports	250
4	Pricing Questions & Proposal Price	Pricing Questions & Proposal Price Evaluate Vendors' price proposals to determine cost realism and reasonableness. Proposed prices:	400
		•are realistic for the work to be performed;	
		•demonstrate that the Vendor understands the Scope of Work (Exhibit 1) and	
		•are reasonable as compared to the level of effort detailed in the Vendor's proposal.	

		*Proposers may be requested to submit revised pricing information after demonstrations	
5	Contractual Terms And Conditions	Compliance with Contract Terms and Conditions (refer to Exhibit 9 SaaS Contract; Exhibit 9a SaaS SLA; Exhibit 10 King County Network Access Agreement; Exhibit 11 King County Password Management Policy	150
6	King County Small Contractors and Suppliers SCS	Meets King County's Contracting Opportunities Program per Section 1.20 where 10% of the total contract labor hours in the work to be performed in this contract	150
		Total Phase 1 Possible Written Points	1800
F	Phase 2 Interview/Demo Eval	uation (Conducted with Competitive Range	Only)
7	Team Interview	Understanding of scope of project; experience and success with similar projects	250
8	Demo	Ability to meet stated requirements. Highlights features, relevance to business process and ease of use	450
9	Sandbox	Estimated Two day proctored session	250
	Tota	Phase 2 Interview/Demo Possible Points	950
		TOTAL MAXIMUM EVALUATION POINTS	2,750

- F. The overall earned point value for SCS will be scored on an all-or-nothing basis. The maximum number of points will be awarded to proposers utilizing SCS firms and/or Proposers that will use SCS firms for at least 10% of the total contract labor hours in the work to be performed in their proposal and in accordance with Section 1.20.
- G. The overall earned point value for **Attachment C Technical Requirements (C1)** will be based on a weighted score comprised of the individual 0 to 2 score and the importance weighting assigned to each individual item/requirement.

The 0 to 2 scores represent the following:

- Zero (0) = 0%; No Response or Does not/Cannot meet requirement
- One (1) = 67%; Does not currently meet requirement, but is planned to meet in future
- Two (2) =100%; Currently meets requirement
- H. The overall earned point value for **Attachment C Technical Questions (C2)** will be based on a weighted score comprised of the individual 0 to 3 score and the importance weighting assigned to each individual item/requirement.

The 0 to 3 scores represent the following:

- Zero (0) = 0%; No Response or Does not/Cannot meet expectations; unacceptable/nonviable option.
- One (1) = 33%; Unclear and/or incomplete response that is far below expectations with evident deficiencies; minimal experience; subpar/inferior option
- Two (2) =67%; Clear and complete response that meets expectations with no apparent deficiencies, adequate experience; acceptable/viable option
- Three (3) = 100%; Highly Comprehensive response that exceeds expectations/no deficiencies; extensive experience; ideal/optimal option.
- I. The overall earned point value for Attachment D Solution Requirements will be based on a weighted score comprised of a 0 to 5 score and the importance weighting assigned to each individual item/requirement.
 - The 0 to 5 score represent the following:
 - Zero (0) = 0%; Did not Respond, Can't meet Requirement.
 - One (1) = 20%; Far below expectations, a poor response that minimally meets the requirements.
 - Two (2) = 40%; Below expectations, a fair response that meets the requirements in an adequate manner. Demonstrates an ability to comply with guidelines, parameters, and requirements with no additional information put forth by the proposer.
 - Three (3) = 60%; Meets expectations, a good response that meets all the requirements and has demonstrated in a clear and concise manner a thorough knowledge and understanding of the subject matter. An average or slightly above average performance with no apparent deficiencies noted.
 - Four (4) = 80%; Exceeds expectations, a very good response that provides useful information, while showing experience and knowledge within the category. Proposal is well thought out and addresses all requirements set forth. The proposer provides insight into their expertise, knowledge, and understanding of the subject matter.
 - Five (5) = 100%; Far exceeds expectations, a superior response that is highly comprehensive, excellent reply that meets all requirements of the areas within that category. Considered to be an excellent standard, demonstrating the proposer's authoritative knowledge and understanding of the project.
- J. The overall earned point value for **Attachment B Management Questions** will be based on a weighted score comprised of the individual 0 to 3 score and the importance weighting assigned to each individual item/requirement.
 - The 0 to 3 scores represent the following:
 - Zero (0) = 0%; No Response or Does not/Cannot meet expectations; unacceptable/nonviable option.
 - One (1) = 33%; Unclear and/or incomplete response that is far below expectations with evident deficiencies; minimal experience; subpar/inferior option
 - Two (2) =67%; Clear and complete response that meets expectations with no apparent deficiencies, adequate experience; acceptable/viable option
 - Three (3) = 100%; Highly Comprehensive response that exceeds expectations/no deficiencies; extensive experience; ideal/optimal option.

K. The overall earned point value for **Attachment A Pricing Questions (A1)**; will be based on a weighted score comprised of the individual 0 to 3 score and the importance weighting assigned to each individual item/requirement.

The 0 to 3 scores represent the following:

Zero (0) = 0%; No Response or Does not/Cannot meet expectations; unacceptable/nonviable option.

One (1) = 33%; Unclear and/or incomplete response that is far below expectations with evident deficiencies; minimal experience; subpar/inferior option

Two (2) =67%; Clear and complete response that meets expectations with no apparent deficiencies, adequate experience; acceptable/viable option

Three (3) = 100%; Highly Comprehensive response that exceeds expectations/no deficiencies; extensive experience; ideal/optimal option.

- L. The overall earned point value for **Attachment A Proposal Price (A2)** will be scored as a percentage of the lowest proposed price. The lowest priced proposal will be awarded the maximum number of points. All other proposers will receive a percentage of the points as their proposed pricing compares to the lowest proposed price.
- M. The overall earned point value for **Contractual Terms and Conditions** will be based on a weighted score comprised of the individual 0 to 3 score and the importance weighting assigned to each individual item/requirement.

The 0 to 3 scores represent the following:

Zero (0) = 0%; Did not respond or Taking numerous and critical exceptions

One (1) = 33%; Taking some exceptions, many critical

Two (2) = 67%; Taking some exceptions, mostly minor

Three (3) = 100%; Taking no exceptions to terms and conditions

- N. King County will request interviews and scripted demonstrations that is expected to be between 2-3 days including a "sandbox" environment—both proctored and unproctored with the competitive range Vendor(s). The purpose of the interview and demonstrations will be to further review the finalist(s) in specific areas to determine which proposal provides the best fit and value to King County. Finalist(s) shall have key employees available for these interviews. King County will notify the finalist(s) as to the time, date, for an interview/conference call.
- O. The overall earned point value for **Interviews**; **Demonstrations** and **Sandbox** will be based on a weighted score comprised of a 0 to 5 score and the importance weighting assigned to each individual item/requirement.

The 0 to 5 score represent the following:

Zero (0) = 0%; Did not Respond, Can't meet Requirement.

One (1) = 20%; Far below expectations, a poor response that minimally meets the requirements.

Two (2) = 40%; Below expectations, a fair response that meets the requirements in an adequate manner. Demonstrates an ability to comply with guidelines, parameters, and requirements with no additional information put forth by the proposer.

Three (3) = 60%; Meets expectations, a good response that meets all the requirements and has demonstrated in a clear and concise manner a thorough knowledge and understanding of the subject matter. An average or slightly above average performance with no apparent deficiencies noted.

Four (4) = 80%; Exceeds expectations, a very good response that provides useful information, while showing experience and knowledge within the category. Proposal is well thought out and addresses all requirements set forth. The proposer provides insight into their expertise, knowledge, and understanding of the subject matter.

Five (5) = 100%; Far exceeds expectations, a superior response that is highly comprehensive, excellent reply that meets all requirements of the areas within that category. Considered to be an excellent standard, demonstrating the proposer's authoritative knowledge and understanding of the project.

SECTION 3 Submittals Checklist

3.1 Submittals Checklist

- A. **RFP Cover Page -** completed, signed and email submittal pdf. and native formats to procurement.submittals@kingcounty.gov . Email subject line shall have RFP title and solicitation number.
- B. Table of Contents
- C. Letter of Interest An introductory letter of interest signed by the proposer may contain relevant information about the firm and an executive summary or overview of proposal. The letter should be no more than two (2) pages and must include the firm's legal name, State of Incorporation, UBI number (if applicable), Federal Tax ID number, and Dun and Bradstreet number (DUNS number), if available. The letter should also identify a single point of contact and their contact information for all communications related to the proposal.
- D. **Minimum Qualifications** –A written response that address how the Proposer meets and/or exceeds all the Minimum Qualifications listed in Section 2.6,. Item C.
- E. **Body of Proposal** The body of the proposal should address the evaluation criteria required in Section 2.6 Evaluation Criteria and Proposal Scoring as it relates to Exhibit 1, Scope of Work and provide responses to Attachments A, B, C, & D (excluding Appendix items).
 - 1. Attachment A Price Proposal (Excel worksheet)
 - 2. Attachment B Management Questions (Excel worksheet)

B1-6	B1-20	B2-7	B2-9	B1-8
B1-7	B2-4	B2-9	B5-17	B1-9
B1-19	B2-5	B2-10	B5-18	B1-10

3. Attachment C – Technology Questions (Excel worksheet)

C1-5	C8-67A	C8-70A	C15-111	C17-158	C19-167
C2-16A	C8-68A	C8-69A	C16-128	C19-163	C19-168
C6-44A	C8-69A	C11-82	C16-130	C19-164	C20-174

4. Attachment D- Solutions Requirements (Excel worksheet)

- F. Equal Benefit Compliance Worksheet, if requesting alternative compliance
- G. Internal Revenue Service Form KC W-9 if not on file with the County within the past two years
- H. Small Contractors and Suppliers (SCS), participation information requested in Section 1.20.
- I. Exhibit 9 Sample SaaS Contract and Exhibit 9a Sample Service Level Agreement NOTE: If Proposer identifies any exceptions to the Terms and Conditions, then Proposer must provide proposed language and reasons to the exception. If the proposal price is dependent on the proposed exceptions, the Proposer must also include, with the proposed language, the price that would be associated without the exceptions and a brief explanation for the difference.