

PROCUREMENT

@abhinemani | CAPP 30130 | University of Chicago

CIVIC TECH: KEYS TO SUCCESS

Empathy

- Build with, not for
- ➤ Talk to users
- Understand behavior
- ➤ Learn what's out there

Lean

- ➤ It's more than just a technical process
- Expect failure
- Only build what's necessary
- Test, test, test

Data

- Data "lives"everywhere
- Be ready to scrape
- Open data is your friend
- ➤ ETLs are your best friend

Users

- If you build it they will come
- ➤ Listen and learn
- Define metrics
- Find partners

Sustainability

- Consider your
 options: startup,
 open source, non profit, academic,
 etc
- ➤ Tech -> Policy
- Expect to train everyone
- Document everything

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AGENDA

- ➤ Case Study: Code for America Fellowship
- ➤ Background
- ➤ Challenges
- Opportunities

01101111 01100110 01110011 00101100

-James Madison System Architect, 1787



CASE STUDY: CODE FOR AMERICA

- > Problem: New program without precedent needed quick funding run
 - ➤ New program meant there wasn't an example to point to for either evidencing ROI or illustrating a contract vehicle
 - ➤ As a startup with significant human capital expenses waiting for 18+ months would have been untenable
- ➤ Solution: Creative contracting and cross sector collaboration
 - ➤ Funding: Program was positioned as a "training" program in many cities, instead of a traditional software procurement, which meant there were fewer requirements and different funding pools
 - ➤ Collaboration: Program was funded through city fees and foundation/corporate sponsors to varying degrees depending on availability and needs (eg Philadelphia used foundations and local corporates to cover two years of partnership)
- ➤ Outcomes: \$10M "contracts" per year after 2 years



HOW'D WE GET HERE



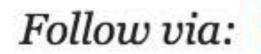


THAT ACREEVED THE TANMANT VICTORY AT THE ROCHESTER DEMOCRATIC CONVENTION.



Dr. Seuss's "Tammany Hall," November, 1941

Topic: CXO





California abandons \$2 billion court management system

Summary: California's court management system is now officially dead. It's time for state legislators to examine how the state manages its multi-billion dollar budget.



By Michael Krigsman for Beyond IT Failure | April 2, 2012 -- 06:52 GMT (23:52 PDT)



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"Procurement is for pencils.

-@MTBracken



CHALLENGES

- ➤ Challenges
 - ➤ In v Outsourcing
 - > Budgeting
 - ➤ Discovery
 - Process / Paperwork
 - Requirements
 - ➤ Insurance
 - ➤ Residency

400+DAYS

INSOURCING VOUTSOURCING

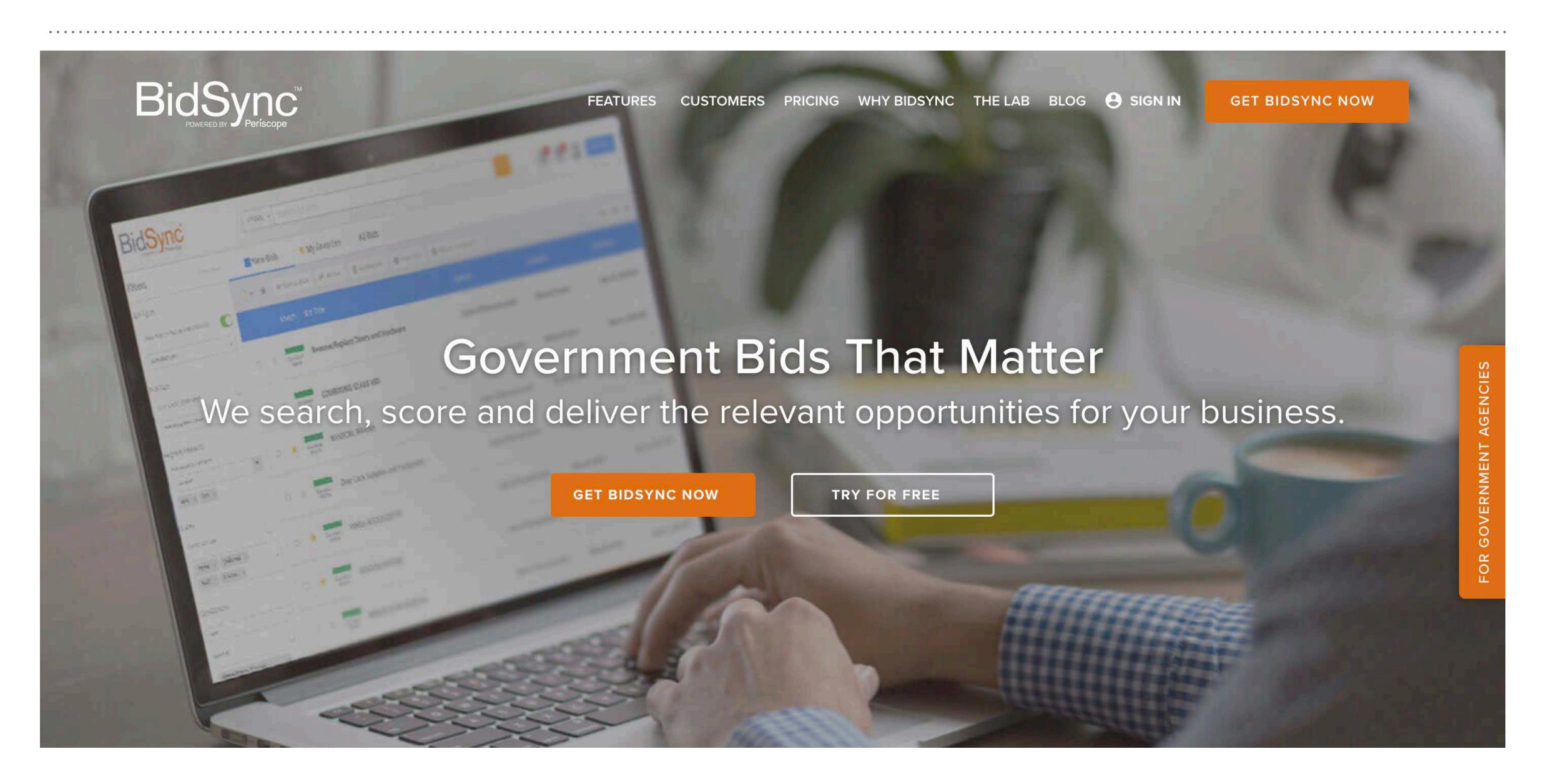
BUDGETING



BUDGETING

- ➤ Time Horizon
 - ➤ Budget planing begins a year out (if not more)
 - ➤ Things change...
- ➤ Whats v Needs
 - ➤ CIOs often have to prioritize upkeep v maintenance over new projects
 - ➤ Many new projects are "want to haves" not "need to haves"
- ➤ Lots of cooks
 - ➤ Budgets have be approved by Budget office + executive and then typically enacted by legislature
 - ➤ Typically there's great hesitation around discretionary funds

DISCOVERY



DISCOVERY



FEATURES

CUSTOMERS

PRICING WHY BIDSYNC THE LAB

SIGN IN **BLOG**

GET BIDSYNC NOW

Monthly

6 Month

Discount up to 20%

Annual Discount up to 25%

MOST POPULAR

BidSync - State Pro

Billed Annually

1 State of your Choice

Basic Matching Basic Bid Information Standard Customer Success Package

GET BIDSYNC PRO

BidSync - Regional Pro

Billed Annually

1 Multi-State region of your choice

Al-Powered Relevance Engine Advanced Bid Information Standard Customer Success Package

GET BIDSYNC PRO

BidSync - National Pro

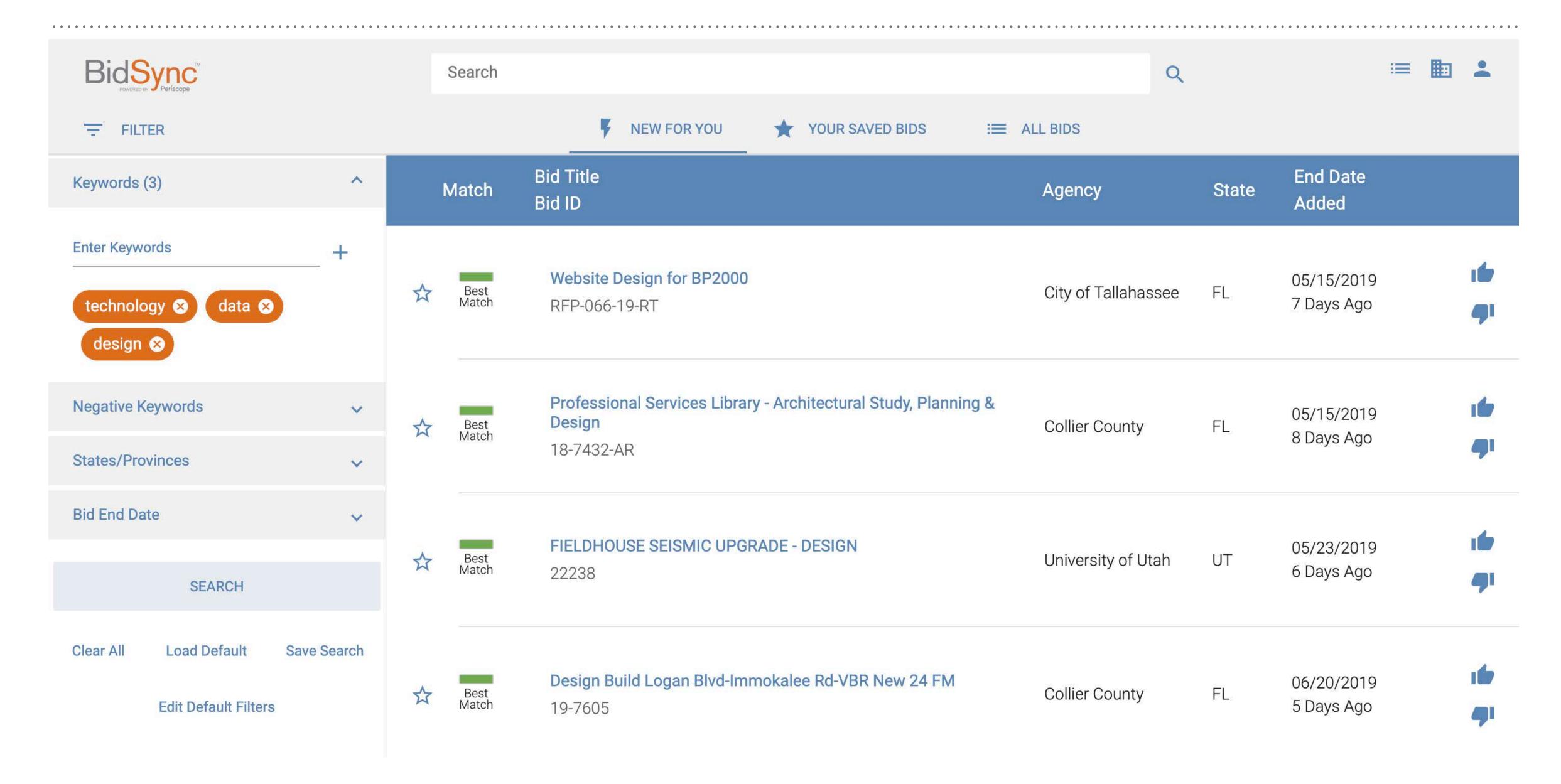
Billed Annually

Nationwide

Al-Powered Relevance Engine Advanced Bid Information Premium Customer Success Package

GET BIDSYNC PRO

DISCOVERY





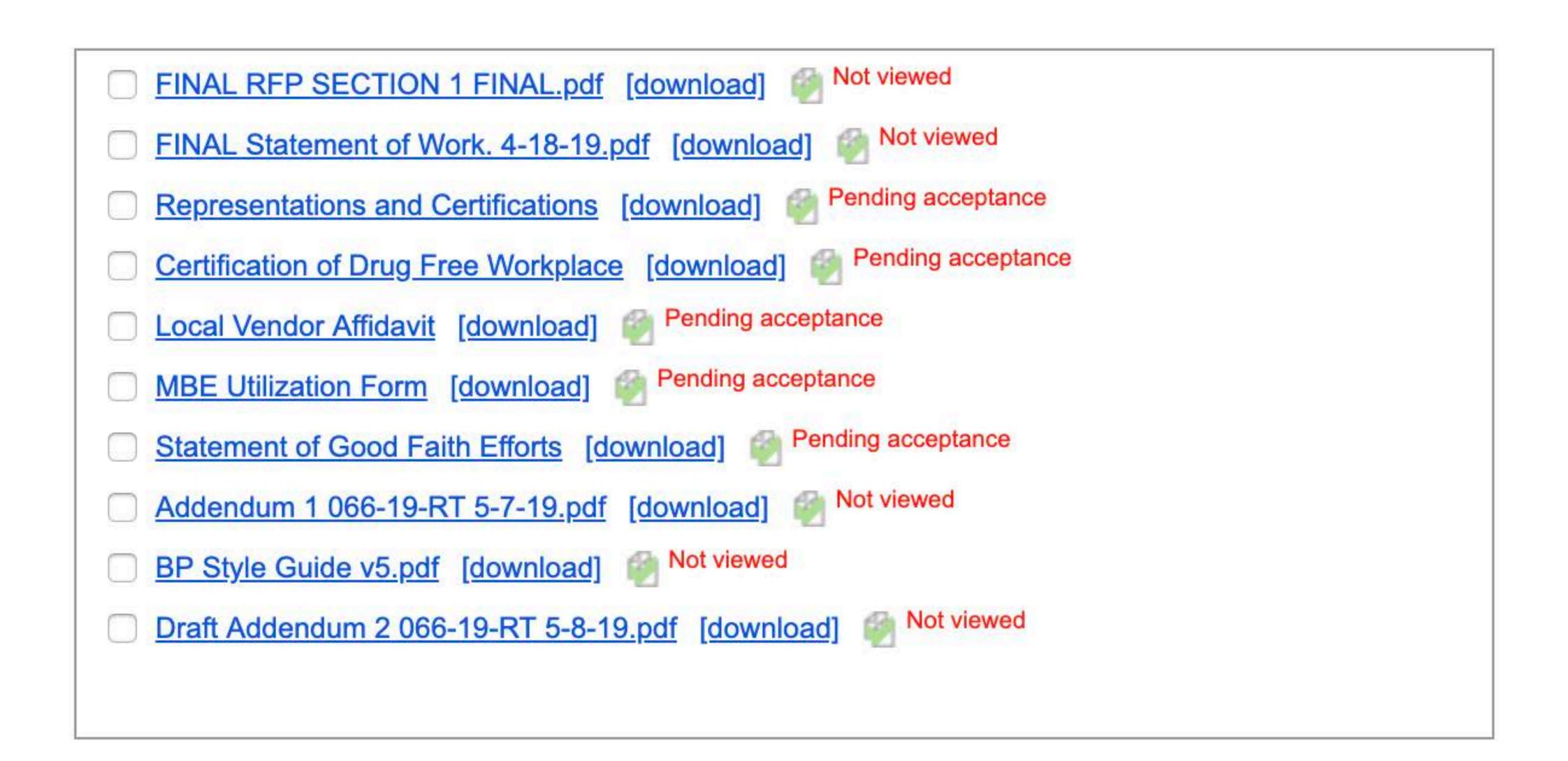
Tallahassee Website RFP:

96 pages

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SECTION	DESCRIPTION
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1.6	Contract Award
1.7	Right of Rejection
1.8	General Terms and Conditions
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1.10	Selection Process
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1.25	Purchases by Other Public Agencies

PROCESS



convicted vendor list. Any person must notify BP2000 within 30 days after a conviction of a public entity crime applicable to that person or to an affiliate of that person.

1.8.3 ISSUANCE OF ADDENDA

- 1.8.3.1 If this solicitation is amended, BP2000 will issue an appropriate addendum to the solicitation. If an addendum is issued, all terms and conditions that are not specifically modified shall remain unchanged.
- 1.8.3.2 Respondent shall accept the Addendum in BidSync.
- 1.8.3.3 Only when directed in solicitation shall Respondent acknowledge receipt of each addendum to this solicitation using one of the following methods:
 - By signing and returning the addendum;
 - By signed letter;
- 1.8.3.4 BP2000 must receive the acknowledgment by the time and date, and at the location specified for receipt of SOQs.

1.8.4 PAYMENT

1.8.4.1 Prompt Pay Policy

It is the policy of BP2000 to fully implement the provisions of the State of Florida Local Government Prompt Payment Act. For more information, please refer to Florida Statute 218.70.

1.8.4.2 Withholding Payment

In the event a contract is canceled under any provision herein, BP2000may withhold from the Contractor any monies owed on that or any contract, an amount sufficient to compensate for damages suffered because of the violation resulting in cancellation.

1.8.5 INSURANCE REQUIREMENTS

Prior to commencing work, the Consultant shall procure and maintain at Consultant's own cost and expense for the duration of the agreement the following insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work or services hereunder by the Consultant, his agents, representatives, employees or Subcontractors. The cost of such insurance shall be included in Consultant's SOQ.

1.8.5.1 Consultant shall maintain limits no less than:

<u>Commercial General/Umbrella Liability Insurance</u> - \$1,000,000 limit per occurrence for property damage and bodily injury. The service provider should indicate in its SOQ whether the coverage is provided on a claims-made or preferably on an occurrence basis. The insurance shall include coverage for the following:

- Premise/Operations
- Explosion, Collapse and Underground Property Damage Hazard (only when

- applicable to the project)
- Products/Completed Operations
- Contractual
- Independent Contractors
- Broad Form Property Damage
- Personal Injury

Business Automobile/Umbrella Liability Insurance - \$1,000,000 limit per accident for property damage and personal injury.

- Owned/Leased Autos
- Non-owned Autos
- Hired Autos

Workers' Compensation and Employers'/Umbrella Liability Insurance -- Workers' Compensation coverage with benefits and monetary limits as set forth in Chapter 440, Florida Statutes. This policy shall include Employers'/Umbrella Liability coverage for \$1,000,000 per accident. Workers' Compensation coverage is required as a condition of performing work or services for BP2000 whether or not the Contractor or Vendor is otherwise required by law to provide such coverage.

<u>Professional Liability Insurance</u> - \$1,000,000 or as per project (ultimate loss value per occurrence).

1.8.5.2 Other Insurance Provisions

1.8.5.2.1 Commercial General Liability and Automobile Liability Coverage

- BP2000, members of its County Commission, boards, and committees, officers, agents, employees and volunteers are to be covered as <u>additional insureds</u> as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor or premises on which Contractor is performing services on behalf of BP2000. The coverage shall contain no special limitations on the scope of protection afforded to BP2000, members of the County Commission, boards, and committees, officers, agents, employees and volunteers.
- The Contractor's insurance coverage shall be primary insurance as respects
 to BP2000, members of its County Commission, boards, and committees,
 officers, agents, employees and volunteers. Any insurance or self-insurance
 maintained by the BP2000, members of its County Commission, boards, and
 committees, officers, agents, employees and volunteers shall be excess of
 Contractor's insurance and shall not contribute with it.
- Any failure to comply with reporting provisions of the policies shall not affect coverage provided to BP2000, members of its County Commission, boards, and committees, officers, agents, employees and volunteers.
- Coverage shall state that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

1.8.5.2.2 <u>Workers' Compensation and Employers' Liability and Property</u> <u>Coverage</u>

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2.1 SCHEDULE OF EVENTS

The proposed timeline for this solicitation is as follows. Dates and times are subject to change.

EVENT	DATE / TIME*
Release of the Bid	April 18, 2019
Deadline for Questions / Clarifications	April 30, 2019 by 12Noon
Deadine for Questions / Clarifications	April 30, 2013 by 12140011
Responses Due Date / Time (Deadline)	May 9, 2019 by 4:30PM
Scoring Meeting	TBD
Optional Oral Presentations / Interviews	TBD
Scoring Meeting	TBD
*Anticipated Approval / Commission Approval	TBD

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FLEXIBILITY = UNCERTAINTY.

UNCERTAINTY BIASES TOWARDS EXISTING VENDORS.



OPPORTUNITIES

- Opportunities
 - ➤ Threshold Levels
 - > Subcontracting
 - Cooperative & Collaborative Purchasing
 - ➤ Problem-based procurement
 - ➤ FedRamp & Platforms

If you want to make procurement work, you can usually work it.

-fmr head of innovation

TRADITIONAL PROCUREMENT ONLY KICKS IN ABOVE THRESHOLDS.

SUBCONTRACTING IS THE PROCESS OF JOINING ONE COMPANY JOINING AS A SERVICE PROVIDER ON ANOTHER COMPANY'S CONTRACT/BID.

ESRI USER CONFERENCE

10,000+ attendees per year



SUBCONTRACTING



ARC Advisory Group's data shows that Esri accounts for over **45 percent** of the worldwide GIS market, positioning the company as a leader in the industry.

COLLABORATIVE PURCHASING

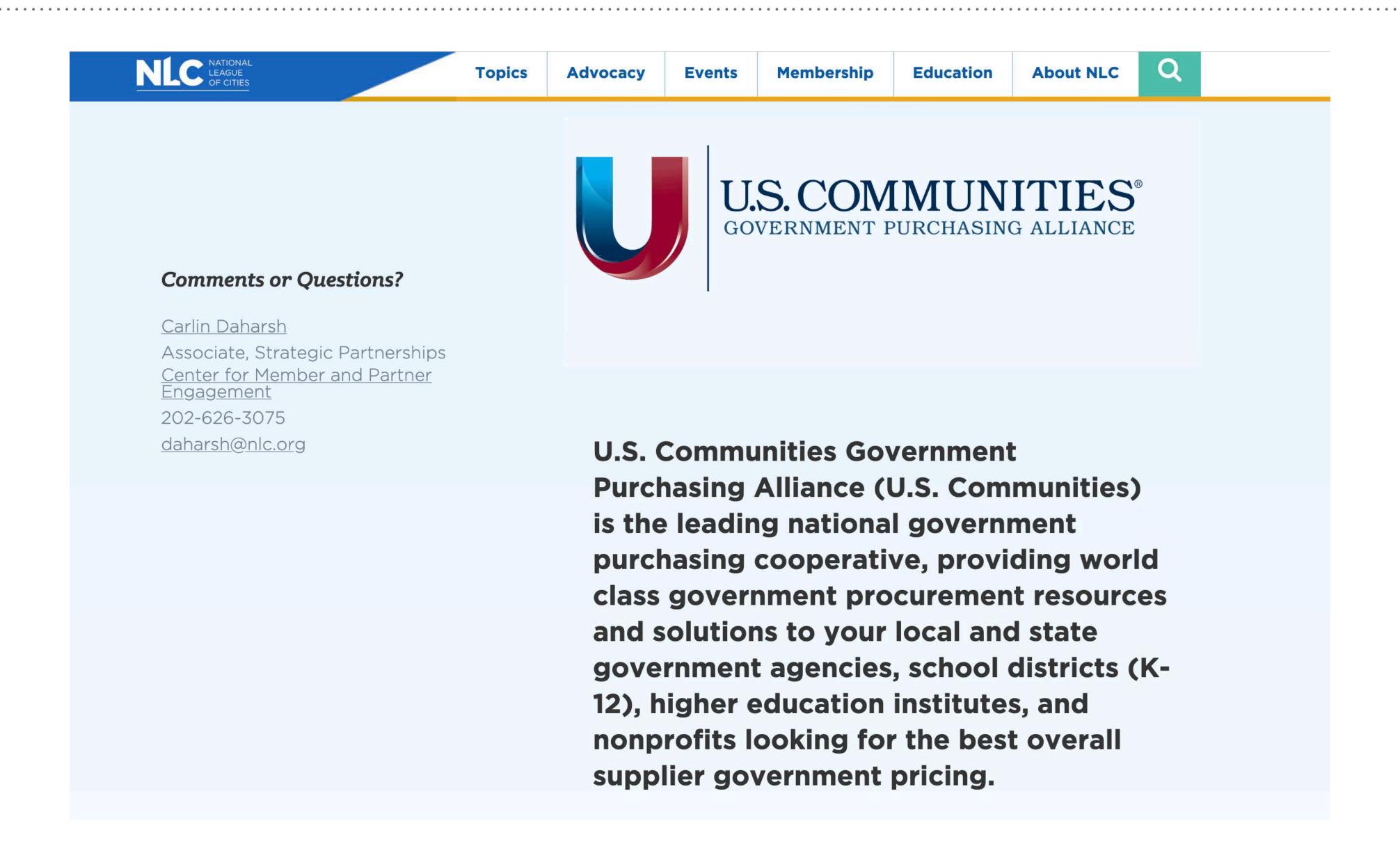
➤ Joint Solicitation

➤ Joint solicitation is the intentional coming together of two or more agencies to aggregate their individual product and service needs (a.k.a. "purchasing volume") into a single solicitation effort. Each participant agency is bound to the resulting contract resulting from the singular effort.

Piggybacking

➤ Piggybacking is the use of a contract by another agency that was not, itself, a party to the original solicitation and contract award. Agencies choosing to piggyback on another agency's contract are bound by the terms, conditions and pricing provided for by the contract.

COOPERATIVE PURCHASING





Don't spend your time reinventing the wheel.

CoProcure finds you the most relevant contracts, so you can make a better public purchase in less time.

Find Contracts Now

PROBLEM/NEEDS BASED PROCUREMENT

Problem-/needs-based procurement shifts the notion of an RFP from identifying specific features to sharing issues broadly for entrepreneurs to consider innovation solutions to.



ABOUT SOLUTIONS SUCCESS STORIES INSIGHTS OPEN BIDS GET BIDSPARK



LECTURE 14 ASSIGNMENT (ASSIGNED 5/15)

- > Reading
 - > What side are you on, Vendors? by Jennifer Pahlka
 - Y Combinator Success Story: Tiffany Ashley Bell
- ➤ Technical Work
 - ➤ Interactive tutorial