Prepared By

SUPPLY CHAIN SERVICES

REQUEST FOR PROPOSAL, INSTRUCTIONS TO PROPOSERS,
PROPOSAL FORMS, CONTRACT FORMS, AND
SCOPE OF SERVICES

REQUEST FOR PROPOSAL NO. 170065.MP

SYSTEM INTEGRATOR FOR ARIBA SOLUTION

* * *

PRE PROPOSAL CONFERENCE
Tuesday
March 28, 2017
2:30 P.M.

* * *

Proposals are due at **5:00 P. M.**, Local Time, **Tuesday**, **April 18, 2017.**

PROPOSAL NO. 170065.MP

<u>**SYSTEM INTEGRATOR FOR ARIBA SOLUTION**</u>

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1. REQUEST FOR PROPOSALS

<p align="center">NO. 170065.MP</p>

The Sacramento Municipal Utility District, hereinafter referred to as "SMUD", is soliciting proposals for **SYSTEM INTEGRATOR FOR ARIBA SOLUTION**.

This Request for Proposal provides instructions to contractors for submitting proposals and establishes terms and conditions under which SMUD will contract for such services.

Proposals responding to this Request for Proposal will be due at **5:00** P. M., Local Time, **Tuesday**, **April 18**, **2017**.

All proposals must strictly conform to the requirements described in this Request for Proposal.

PROPOSERS SHALL PAY PARTICULAR ATTENTION TO THE FOLLOWING REQUIREMENTS:

ENVIRONMENTAL PROCUREMENT:

SMUD has adopted an Environmental Protection Policy in which it commits to environmental stewardship, the conservation of natural resources, reductions in the use of hazardous substances, reductions in mobile sources of NOx emissions, and recycling and responsible disposal. SMUD will promote environmental procurement practices that will minimize environmental impacts, conserve natural resources, and reward environmentally conscious manufacturers and contractors, while remaining fiscally responsive. To further its policy SMUD will favor environmentally preferable procurements when price, quality, and availability are equal. To this end, SMUD will endeavor to reward environmentally conscious manufacturers, suppliers, and contractors with contracting opportunities that address these policy goals in addition to providing SMUD and its customer-owners fiscally responsible procurement options.

SUPPLIER EDUCATION & ECONOMIC DEVELOPMENT (SEED) PROGRAM:

SMUD is committed to achieving full and equal contracting opportunities for ratepayers doing business with SMUD and has adopted the program described in this solicitation to help fulfill that commitment.

SAFETY PROGRAM REQUIREMENT:

The personal safety and health of the general public, SMUD employees, and Contractor employees is of paramount importance. Included within this specification are safety instructions that have been prepared to aid a Contractor or Contractor's employees to comply with the safety requirements and regulations which are necessary to avoid personal injury to the general public, SMUD employees, and Contractor employees and to prevent damage to SMUD buildings, equipment, or materials while performing this contract.

SACRAMENTO MUNICIPAL UTILITY DISTRICT

     By: S/ Casey Fallon

     Name: Casey Fallon

     Title: Director, Purchasing, Warehouse and Fleet

     Date: March 13, 2017

2. INTRODUCTION

2.1. OVERVIEW

SMUD is seeking a System Integrator (SI) to implement the Ariba Solution to include the following modules: SIPM/SLP, Sourcing, Contract Management, Procure-to-Pay and Spend Management. The SI will also recommend and implement best practice solutions to maximize beneficial use of the Ariba Solution.

2.2. SMUD BACKGROUND AND CONSIDERATIONS

2.2.1   SMUD is a public utility that has been providing electric service to the Sacramento area for over six decades. Its service area includes a population of 1.5 million people with just over 600,000 accounts. SMUD generates and purchases power and deliver the power to its residential, commercial, industrial, and government customers through its transmission and distribution lines. SMUD operates on an authorized budget of approximately $1.5 billion has approximately 2,100 employees.

2.2.2   As a public utility in California, SMUD has specialized needs regarding transparency in its procurement process. For example:

1. SMUD RFx documents and award information are publicly posted, and closed RFx information and results are maintained for access by any and all interested parties.

2. SMUD promotes open participation in RFx events for any Proposer that meet our specifications (participation is not "by invitation only").

3. SMUD has a robust small business preference program called Supplier Education and Economic Development (SEED) that promotes the economic development of its customers in the small business community. The program provides special considerations for qualified small business customers, such as evaluation points and price advantages in RFx evaluation. SMUD promotes vendor partnering and communications by allowing open access to lists of interested bidders, qualified SEED vendors, and those with other qualification parameters (e.g. Contractor's License types) that "opt-in" to share their information.

2.2.3   Because of the requirements for transparency and collaboration the Ariba solution must be implemented in conjunction with a custom developed or third-party, public-facing supplier collaboration portal. The portal will present supplier, solicitation and related information to promote collaboration with vendors

2.3. BUSINESS OBJECTIVES:

SMUD's goal in implementing the Ariba Solution is to create efficiencies within the source-to-pay process, and spend management including:

1. Reduce complexity of doing business with SMUD.

2. Support collaboration and communication with internal stakeholders.

3. Enhance supplier collaboration and promote partnerships with SEED suppliers.

    4. Transform contract authoring, negotiation, execution, management, and compliance.

        a. Redlining, Versioning, electronic signatures.

        b. Insurance and bond management.

        c. Supplier performance tracking and reporting.

        d. License and safety compliance tracking.

    5. Enhance cost savings planning, tracking and realization.

    6. Manage risk, legal, and records retention requirements.

    7. Measure allocation of resources.

    8. Measure cycle time.

    9. Simplify requests for goods/services and enable self-service (i.e. eCatalogs).

    10. Generate savings through offers of dynamic discounting for early payment.

    11. Electronically transfer purchase orders, receive advance shipment information, order acknowledgements, invoices and payment information.

    12. Connect to all vendors through Supplier Network.

    13. Eliminate duplicate entry through integration.

    14. Spend Visibility

        a. Identify savings opportunities.

        b. Track non-contract spend.

        c. Support Category planning and performance management.

3. MANDATORY REQUIREMENTS

3.1. MANDATORY REQUIREMENTS

THE ITEMS IN THIS SECTION WILL BE EVALUATED ON A PASS/FAIL BASIS. ONLY THOSE PROPOSALS MEETING ALL OF THE MANDATORY REQUIREMENTS WILL BE CONSIDERED. IF IT IS DETERMINED THAT ONE OR MORE OF THE FOLLOWING MANDATORY REQUIREMENTS ARE NOT MET, THE PROPOSER WILL FAIL THIS SECTION AND THE PROPOSAL WILL BE CONSIDERED NON-RESPONSIVE.

    1. The project must be run, managed, developed, tested and implemented from SMUD's Headquarters located in Sacramento, California. SMUD requires the majority of project work to be done on-site in Sacramento due to the size and complexity of the project including the large amount of back-office system integration work using Enterprise Service Bus with SAP ECC, SMUD's Enterprise Document Management System (EDM - EMC Documentum), SailPoint Identity IQ (SailPoint IIQ), .Net web portal and for knowledge transfer with the SMUD functional and technical staff. A minimal number of off-site resources will be considered, off-shore is not permitted.

2. Proposer must have successfully implemented Ariba Cloud Integration 6+ (CI6+), Upstream Procurement Modules, P2P, Dynamic Discounting and Spend Visibility and with integration to back end SAP ECC 6.x systems for a minimum of three (3) customers of similar scope and size in a production environment for the full Ariba integrated suite.

3. Proposer must have performed at least one similar implementation using ESB middleware, either PI or Webmethods with mediated connectivity and standard Ariba webservices, and Direct Connect.

4. Proposer's implementation role and participation level must be as the prime contractor not as a sub-contractor. Proposer's Project Team must include individual(s) with Ariba Cloud Solution functional experience for each of the modules being implemented.

4. TEAM EXPERIENCE

4.1. IMPLEMENTATION TEAM QUALIFICATIONS

The proposed project team must be comprised of members with the following experience and expertise:

1. A PMP certified Project Manager who has experience leading teams on projects of similar scope and timeline.

2. Functional leads who have direct experience using, configuring, and implementing each of the modules with similar depth in scope for the implementation engagement.

3. Experience including but not limited to following:

    a. Experience with Supplier Data Governance, Strategic expertise with vendor master management as per Ariba roadmap & expertise with vendor on boarding/ECC vendor master integration with Ariba.

    b. Lead architects who have direct experience that is similar to scope of this RFP in each of the modules where they will act as lead architect. For example, functional lead for contracts must have experience with best practice design and implementation of contracts module from authoring to execution.

    c. Functional leads who have at least three projects within the last five (5) years (Ariba implementations in the module they will lead with expertise related to SAP modules MM, AP).

    d. Technical leads with experience in integration of Ariba SIPM/SLP, Sourcing, and Contracts with core enterprise systems such as SAP ECC 6.07, Invoice Tracking System such as Dolphin, EMC Documentum, Custom .Net web applications, SailPoint IIQ using Webmethods.

    e. Technical resources with specialized experience in the following:

      i. Documentum EDM:

Required experience: 2 Years Documentum Foundation Services (DFS), 2 Years Documentum Foundation Classes (DFC)
Desirable experience: 3 years SOAP based web services experience, 1 year REST services experience,1 year Captiva 7.1 experience ,1 year Documentum D2FS experience

     ii. Web Applications:

Required Experience: 3-years experience integrating with SaaS solutions using web methods ESB

    iii. ECC/Ariba:

Required experience: 2-3 Years of Ariba CI 6+
Expertise integrating Ariba solution with software AG web methods 9.X with experience integrating to SAP MM.

f. Training designers skilled in using the ADDIE model on projects of similar scope and timeline.

g. Training facilitators experienced with projects of similar scope and timeline.

h. At least one team member who has utilities experience and experience with downstream Ariba modules and Spend is desired.

i. The SI test team must have experience using the HP ALM testing product.

j. Expertise in best practice accounts payable invoice to pay automation & integration with an Invoice Tracking System (such as Dolphin).

k. A clearly defined, well developed, and practically applied strategy for transforming invoice-to-pay processes to align with accounts payable best practices.

l. In-depth experience working with organizations to improve accounts payable.

m. A deep understanding of people, process, and technology and how to manage the challenges that comes with change.

n. Experience working in a highly collaborative environment.

o. The proven ability to communicate effectively at all levels of the organization.

5. SMUD LOCATIONS AND WORK LOCATIONS

5.1.1 Most of the work is to be performed on-site at SMUD offices. The three primary locations where the work is to be performed include:

1. Office on 59th Street in East Sacramento located on the north side of Highway 50, just west of 65th Street. This location is where SMUD IT is primarily located.

2. Customer Service Center located at 6301 S Street.

3. East Campus-Operations Center (EC-OC) located further east at 4401 Bradshaw Road, Sacramento. It is at SMUD EC-OC where Procurement is primarily located.

5-4

5.1.2 SMUD understands that a limited number of off-site (not off-shore) resources may be leveraged to help implement our scope of work. The SI will work with SMUD to ensure that the engagement of offsite resources will be managed to deliver optimum performance without compromising:

1. Quality of work

2. Communication

3. Knowledge transfer

4. Security

5. Documentation styles

5.1.3 SMUD expects the SI to adjust off-site resource hours as needed to coincide with SMUD core work hours as required.

5.1.4 SMUD will provide to the SI remote personnel access to required SMUD development system resources as appropriate for SMUD business purposes using Citrix.

6.   CURRENT ENVIRONMENT - OVERVIEW

SMUD currently runs the following applications:

- SAP Enterprise Central Component (ECC 6.07)

- WebMethods ESB

- in-house developed electronic bids system (custom sourcing solution)

- MS Sharepoint

- EMC Documentum for records management (version 7.2)

- External/Internal Web

- SailPoint IIQ for identity management

- Dolphin for invoice management

- Ariba (licensed)

6.1. SAP

6.1.1 SMUD has one installation of ECC 6.0 EhP7 with high availability configured for the QA and Production environments. No SRM related business functions have been activated. Current version/SP level is NW 7.0 SP 2013. SAP-Portal is used in a very limited fashion for single sign-on to our ECC environment.

6.1.2 Other SAP technologies include:

1. SAP CRM EHP 2

2. SAP BW 7.31

3. ADS (NW7.3)

4. CE (NW 7.1 SP 10)

5. Solution Manager (NW7.1)

6. SAP-SLD (NW 7.4)

7. Business Objects XI 4.0

6.1.3 SMUD does not use the full extent of solution manager. For instance, it is used where required for BASIS tasks such as upgrades and system monitoring. It is also used to store functional requirements and test cases for our delivered and custom developed SAP solutions. However, we do not use it to control any of our transport processes nor hard link the requirements documentation to actual programs.

6.1.4 SMUD staff accesses the majority of SAP transactions using the SAP-GUI and WEB UI.

6.2. WEBMETHODS ESB

6.2.1 SMUD's current ESB is WebMethods Suite 9.8.

6.3. CUSTOM SOURCING SOLUTION

6.3.1 In 2003 SMUD introduced an in-house designed web-facing Electronic Bid Solicitation System (EBSS) at www.bids.SMUD.org. SMUD's EBSS system has features such as a vendor self-service registration, commodity code identification and vendor notification functionality.

6.4. MS SHAREPOINT

6.4.1 MS SharePoint (MOSS 2013) is the main collaborative employee portal and acts as a gateway for employees to access many SAP services including ESS/Portal HR applications, Requisitioning, Requisition Approval and Service Confirmation and some BI generated reports.

6.5. EMC DOCUMENTUM

6.5.1 Enterprise Document Management - EDM is the SMUD name for a set of application and business practices that include the EMC Documentum suite of products (Version 7.2) that stores and allows for document searching, versioning (where applicable), and linking to SAP transactions and the back-population of defined properties back to the document. Captiva InputAccel is also under that broad EDM umbrella and is the scanning software which places the generated PDF document into the Documentum environment.

6.5.2 SMUD uses EDM to view archived documents and to store many types of documents such as, Accounts Payable Documents among others.

6.5.3 SAP interfaces with Documentum for linking of various records in Documentum to corresponding SAP transactions and replication of SAP data to the records, for searching within EDM. This includes accounts payable, accounting, employee, customer, maintenance and procurement documents.

6.5.4 Archive Link is an SAP protocol that allows the controlled linking of SAP transactions to external applications. Documentum supports that protocol. It is accessed through a web browser and the SharePoint Portal.

6.6. EXTERNAL/INTERNAL WEB

6.6.1 Web-based technology (Microsoft .Net 3.5 and Visual Studio Team System using C#, ASP.Net, ADO.Net, SQL Server 2005/2008) is utilized to meet multiple needs. SMUD has developed and maintains an intranet and internet web presence that provides a variety of services. These implementations are a combination of web development, web content, and database solutions. Web technology is also utilized to present simplified front-ends to enterprise solutions such as SAP (using .NET Connector). Our corporate external web site (www.smud.org) is hosted externally using plain webserver (IIS) and includes links to both vendor-supported and custom-designed-and-built Microsoft .Net-based applications.

6.7. SAILPOINT IIQ

6.7.1 SailPoint is an employee provisioning solution that SMUD uses to provision employees for network access, SAP access, physical access, and workflow approvals. It is also used to mitigate potential segregation of duties conflicts.

6.8. DOLPHIN INVOICE MANAGEMENT

6.8.1 In 2016 SMUD implemented Dolphin Invoice Management Solution to improve upon the invoice approval and tracking process. This included OCR, Web approval, Vendor payment request by end users, Employee reimbursement, LaunchPad Reporting.

6.9. ARIBA

6.9.1 SMUD has licensed the following Ariba solutions:

1. Ariba Sourcing Professional
2. Savings Pipeline Tracking
3. Ariba Contracts Professional
4. Supplier Info & Performance Management
5. DocuSign – eSignature Management
6. Ariba Spend Visibility
7. Ariba Procure to Pay
8. Ariba Discount Professional

6.9.2 SMUD has two Ariba instances Test and Prod.

7. CURRENT PROCESSES – OVERVIEW

SMUD is currently creating documentation for each of the areas listed below and anticipates having the documentation completed before the SI is engaged.

- Supplier
- Sourcing
- Contracts
- Savings Pipeline Tracker
- P2O
- I2P
- Dynamic Discounting

Each of these documents will include the following sections:
- SMUD scope
- Expected Business Value with specific measureable outcome, KPI's and/or Metrics
- Current State
    - o Current processes and procedures
    - o Flow charts
    - o Pain points with where and how it could be resolved in the future state
    - o Integrations with external systems
- Future state
    - o High level processes
    - o General requirements
    - o Key process requirements
    - o Flow charts
    - o Workflows with approvals
    - o Reports
    - o Integrations with external systems
- Decisions needed with resolution
- Associated Ariba workbooks updated

8. SCOPE OF WORK - OVERVIEW

8.1. FUNCTIONAL IMPLEMENTATION

8.1.1 The scope includes all of the activities necessary to fully implement the systems, modules, and integrations, and provide the requirements, refinement, change management, project management, best-practices, program direction, training, testing and measurements, necessary to fully deploy the solutions to business users.

8.1.2 Specific functional requirements include the following items:

1. Single Sign On

2. Sourcing including Savings Pipeline Tracker, dForm

3. Contracts including Clause Library, eSignature

4. Supplier Management (SM 2.0) may be selected over SIPM/SLP

   a. External integration to D&B

5. SPM:

   a. Scorecards with SMUD KPIs

   b. Manual KPIs and automated KPIs (eg on-time delivery and fill rates from ECC)

6. Spend Visibility

7. Procure to Pay including direct and indirect, guided buying, and tax integration to SAP AP tax table and integration with Dolphin/ECC6.

8. Catalogs – including inventory

9. Receiving

10. Mobile functionality (invoice approval, requisition approval etc)

11. Dynamic Discounting

12. Replace legacy Electronic Bid Solicitation System (EBSS) system with standard functionality from SIPM/SLP and Sourcing. Design and deploy a custom web portal (.net) or suggest an alternate off the shelf SaaS solution that would accommodate the rest of the requirements from EBSS that are not met with SIPM/SLP and Sourcing. Implement interfaces with our web services to enable open access to all SMUD solicitations, and vendor collaboration.

8.2. INTEGRATIONS

8.2.1 To realize the objectives of this work, extensive integrations are needed. These integrations include the following:

1. SMUD's ECC 6 EP does not have PI or MDG. SMUD's ECC System is not directly exposed to the internet.

2. WebMethods ESB is the middleware standard for integration between (non-native talking) applications. It meets SMUDs information security requirements.

3. Integrations between ECC and Ariba (Upstream, Downstream, Spend Visibility,Requisition Import into Sourcing).

4. Integration between Ariba and Sail Point IIQ. Sail Point IIQ is the application for user roles/permissions management. A .csv file will be delivered from Sail Point IIQ to a file location for upload to Ariba on a periodic basis.

5. Integration between Ariba Upstream (Ariba Contract and Ariba Sourcing Award) and Documentum. SI needs to develop Ariba process to integrate with Documentum Web Service (DFS) to store and maintain the documents in EDM. The end-to-end integration and testing is in scope.

6. Integration between Ariba and the new Custom web portal, where Ariba Sourcing will deliver the RFx packet and the winning Supplier(s) response(s) to a file path for the Custom web portal to process further. The design to deploy of the custom portal and its integrations are in scope.

7. Copy of final Invoice from Ariba/ECC to be sent to Dolphin invoice system and EDM (consider fully reconciled invoice paid; dynamic discount).

8. Error handling and recovery as can be automated for all integrations is in scope.

9. During the course of the work, Ariba and other applications to be integrated as part of the overall solution, will be updated through new releases. SMUD shall make the determination as to which releases to implement. The SI shall assist SMUD in evaluating releases as to the impact on the project and benefits to SMUD.

8.3. REQUIREMENTS REVIEW, VALIDATION AND DEVELOPMENT

8.3.1 Review, validate and/or update SMUD's functional and technical business requirements and processes identified in Section 7 (Current Processes – Overview) using best practice solutions to maximize the beneficial use of the Ariba Solution for SMUD for specified upstream and downstream procurement capabilities.

8.3.2 Document the solution and integration requirements, and testing processes.

1. Functional Modules – detailed requirements documents including flow charts, traceability matrix, future state process, workbooks, test plans.

2. Technical Modules – detailed requirements documents, specifications, detailed functional and technical design documents.

3. Integration - requirements traceability matrix, flow charts, functional spec, technical spec, field-mapping, workbooks, test, change management.

4. Testing to include strategy, plan, scenarios for unit, integration and acceptance. Full issue and resolution tracking for all testing efforts.

5. System security plan.

8.4. PROJECT MANAGEMENT AND METHODOLOGIES:

The SI will provide a methodology for the implementation of this project's scope which will be approved by SMUD. Additionally, the SI will need to provide the Project Management process for the project, and lead the related activities described below:

1. Professional services necessary to review business requirements, setup, configure, test, implement, maintain and secure the solution. Proposer must commit a PMP certified Project Manager to provide minimum deliverables such as a project schedule, with milestones, dates, and resources, design documents (if necessary), test plans, test closure reports, go-live preparation plans.

2. Monitor and control scope.

3. Develop a project communications plan.

4. Partner with SMUD's project team for change management.

5. Manage issue and problem resolution.

6. Conduct project cost and budget management.

7. QA functional and technical design documents for accuracy/completeness.

8. QA functional and technical data conversion documents for accuracy/completeness.

9. QA requirements documents for data cleanup to support the implementation for accuracy/completeness.

10. QA test cases for accuracy/completeness.

11. QA test closure report.

12. Develop and document the rollout /go-live strategy along with post go-live production support processes.

13. Conduct personnel management of SI team.

14. Conduct reporting and project status management.

15. Conduct communication and document management.

16. Manage project schedule for on-time delivery.

17. Provide weekly reports detailing the progress of the project in comparison with the tasks and milestones defined by the schedule.

18. Conduct risk management, quality assurance, and quality control management.

19. Provide a traceability matrix to ensure all business and technical requirements have been delivered and can be validated in the system.

20. Provide testing progress information and reporting to support the IT PMO Testing Competency Center's needs and IT Investment Portfolio reporting.

The SI PM will support the SMUD IT Project Management Office (PMO) communication and reporting processes. The SI PM will coordinate with the IT PMO to ensure inter-project technical dependencies within the IT Investment portfolio are not adversely impacted.

SMUD has project management templates for managing projects. SMUD would like to leverage the SI's experience and accelerating methodologies, templates, and other materials but, prefers to manage and utilize SMUD's project management conventions where it makes sense, because SMUD will have to support the applications after the project is complete. SMUD's project sponsor will approve the final project schedule, related project documents, and communication plan.

8.5. CHANGE MANAGEMENT

The SI shall have team members with prior organizational change management and communication experience involved in the implementation of an Ariba Solution in order to facilitate a successful implementation.

The organization change management effort associated with this project scope will, at a minimum:

1. Ensure business readiness to understand and adopt change.

2. Establish a defined process for measuring the effectiveness of the change management program.

3. Define and communicate roles and responsibilities.

4. Ensure end-users understand the changes introduced by the new module, the benefits of those changes, and the processes that directly affect them.

8.5.2 Provide a change management strategy and Change Management Plan. The SI will partner with SMUD's Organization & Workforce Development / Effectiveness staff. The change management strategy will need to be reviewed and approved by SMUD.

8.5.3 Create and maintain a best-practices communication plan covering all aspects of the work.

8.5.4 SMUD understands that Ariba is a transformation intensive project that requires holistic change management to ensure successful buy-in, ownership and adoption of the future state system by all roles. SMUD is currently in the process of a Business Process Optimization (BPO) project with Supply Chain involving a third party consulting group. The SI change management team will coordinate with the BPO team to deliver a unified change management message to the Supply Chain team. (30 – 40 SMUD resources).

8.6. TEMPLATES AND DASHBOARDS

8.6.1 Design, develop, implement templates and dashboards to support the SMUD project objectives in the Ariba Solution.

8.7. TRAINING

8.7.1 SMUD expects the SI will work with SMUD resources to train two (2) Supplier Management Admin staff, twenty (20) Procurement Staff, two (2) Functional Analysts and facilitate Train-the-Trainer sessions. Training and documentation will include at a minimum:

1. Full-page job aids/tip sheets for key processes by role (for each module) that aligns with final version of software and uses SMUD specific configuration screen shots and work processes.

2. Knowledge transfer for all configuration.

3. It is not required that training be on SMUD's site however, training will be synchronous and instructor led.

4. SMUD retains the ownership rights and ability to edit and reuse training content for additional needs (i.e., ongoing supplier onboarding processes and new staff hires).

5. User Guide of all functions that aligns with final version of software and uses SMUD specific configuration screen shots and work processes.

6. Video Clips for Key End User Functions (up to 10) that aligns with final version of software and uses SMUD specific configuration screen shots and work processes; also must be able to import into SMUD's Learning Management System (LMS).

7.   SMUD must sign off on all training-related products and services.

8.7.2   Provide continuous knowledge transfer and training to the SMUD project team members and technical staff to ensure SMUD's ability to support and maintain the system after implementation and prepare them for testing.

8.7.3   Step-by-step documents of all configuration and technical customizations.   Provide knowledge transfer to SMUD core team, including two functional analysts on all configuration, template design, workflow, forms and dashboards. Knowledge transfer should include documentation such as step-by-step procedures with screenshots and examples. Provide training to full procurement team in capabilities and future state process using new technology.

8.7.4   Consult with SMUD on all training and user documentation related items to ensure alignment with work processes, culture, and systems (e.g., Cornerstone Learning Management System, SharePoint, other). Please note vendor will be asked to incorporate ADDIE and sound instructional design principles into training design.

8.7.5   Consult with SMUD on all media types (e.g., videos, online tutorials, simulations) to ensure they are compatible with our systems, including compatible source (editable) files.

8.7.6   Provide training to full Procurement /Accounting team (approximately 20 / 10 individuals) in capabilities and future state process using new technology.

8.7.7   Provide training documentation such as User Manuals and Full-page job aids/tip sheets for key processes by role (for each module) that aligns with final version of software and uses SMUD specific configuration screen shots and work processes.

8.7.8   Provide role based training following the train the trainer concept, for delivery by SMUD to end users of the solution, e.g. requestors, approvers, collaborators, technical evaluators, and suppliers.

8.8. TESTING, CERTIFICATION AND REQUIREMENTS FOR PROJECT COMPLETION

8.8.1   SI Functional leads will lead and develop with assistance from the SMUD project team in developing and documenting unit, functional, system integration, application security, end-to-end testing and user acceptance test cases/test scripts to insure functional end-to-end work streams function as expected. SI will develop test plans, scenarios, and scripts for all integration points in coordination with SMUD's functional and technical teams. SI will certify that unit and system testing are complete by providing a Requirements Traceability Matrix (or similar document) with corresponding test cases/test scripts and verification of results for unit, functional and user acceptance testing. SI will provide daily test execution status and Test Metrics to SMUD.

8.8.2   SI will conduct and provide results from performance testing, demonstrating that interfaces have task-appropriate response times.

8.8.3 At the end of the project, all final Test documents e.g., test plan, test cases, test closure report, test results, defects/bugs list and defects/bugs resolutions must be provided to SMUD.

8.8.4 Certify that unit and system (functional and integration) testing are complete along with security testing by providing a Requirements Traceability Matrix (or similar document) with corresponding test cases and verification of results for unit, functional, security and user acceptance testing.

8.8.5 SI will use the HP ALM tool for loading the Business and Functional requirements, set up the test cycles, develop test cases and manage execution of testing (unit, system [functional and integration], end-to-end, and acceptance testing); tracking issue/defects and to provide daily test execution and defect reporting to SMUD.

8.8.6 Provide detailed Installation and Configuration documents (including screen shots and explanations).

8.8.7 Identify, document, build, and implement system customizations i.e. eforms, dforms, etc if applicable.

8.8.8 Incorporate any changes in design and configuration documentation/training coming from testing phases and break fix into final updated user training and configuration documentation to trainers (train-the-trainer) and subject matter experts.

8.8.9 Support the deployment of the solution into a production environment.

8.8.10 Ensure High Security. The solution will offer SMUD high security of sensitive documents and ensure appropriate disaster recovery and backup procedures are in place; ability to set internal/external view access based upon business rules. (Role based Security).

8.8.11 Ensure all interfaces, workflows, reports, and configurations /customizations are operational and clean of errors and enabled to support our business processes.

8.8.12 The Ariba Test instance will need to be tested against SMUD's ECC Dev instance and QA instance.

Business Go Live Criteria

SI is required to provide 4 weeks of Post Go-live support and/or until all P1 and P2 tickets are resolved. At SMUD's option, Post Go-live support can be extended up to 8 additional weeks.

Priority	Definition / Impacts
High (P1)	• Entire application is unavailable • Critical impact to a significant process or technology • Majority of users/customers (internal and or external) are impacted • Only a labor / time intensive work around is available
Medium (P2)	• Significant component is not functioning as expected • Impact to a significant process • Impact to system performance • Significant number of customers are impacted

9.   SCOPE OF WORK – MODULE SPECIFICATIONS

9.1. ARIBA SOLUTION CONFIGURATION AND FUTURE STATE PROCESS OPTIMIZATION

The SI will work with SMUD resources to configure the Ariba Solution features, including a best fit taxonomy, to enable the following in each module:

9.2. SUPPLIER INFORMATION AND PERFORMANCE MANAGEMENT

SMUD requires, and the SI will ensure, that the Ariba Solution be configured to provide a user friendly self-service registration process for greater ease and profile accuracy when on-boarding suppliers. To include:

9.2.1 Supplier Process Workflow:

1. SMUD Branded Site set-up with logo and welcome message (web-page interface with SMUD.org).

2. Advise as to best practice options for Supplier Category/Taxonomy to include California Contractor State License Board (CSLB) Contractor's License categories.

3. Creation of a custom questionnaire for SMUD with customizable field names (10-20) to facilitate SMUD data collection/searching requirements.

4. Create mandatory/conditional fields (5-20) to reduce complexity and drive conditions in the questionnaire (workflow).

5. Trigger customized, branded email messages to SMUD supplier community at close of on-boarding based on conditions (1 to 4 emails).

6. Supplier directory search, filter and profile viewing capabilities.

7. Upload SMUD SEED Suppliers to Ariba tool (<2000).

9.2.2 SMUD Supplier/SEED Administrator role with the ability to:

1. Manage SEED program status with custom fields (1-5): pending, verified, not applicable.

2. Manage small business certification (SEED) expiration dates and verifications.

3. Maintain a supplier account with full supplier view and permissions.

4. Ability to develop and generate ad hoc supplier reports, and out of the box SPM reports.

5. Generate custom emails based on conditions of the supplier record (6-15).

9.2.3 Allow SMUD suppliers to:

1. Opt-out of sharing information with other potential suppliers.

2. Maintain status of certifications (DGS small business, CA contractor licenses).

3. Allow suppliers to provide ACH information and W8/W9.

4. Search vendor directory by commodity/service category, certification and contractor's license.

9.2.4 Dashboards

1. Enable out of the box Dashboards for Supplier/Performance Management.

2. Create role-based dashboards: Supplier Admin. (SEED Admin). Contract Manager, BU contributor, Director/Executive.

9.2.5 SIPM/SLP Reporting/Custom Fields

1. Develop configurable reporting with custom header fields to support SMUD vendor management that can be used for searching and reporting. (approx. 5).

9.2.6 Requirements for Performance Management:

1. Well-defined KPI metrics.

2. Develop KPI library, Questions, Scorecards, Surveys, and dashboards for Material, Professional Services, Construction, and IT Categories.

3. Develop dashboard Category Managers with actionable KPI information.

4. Simple and comprehensive evaluation forms.

5. Ability to generate result to enable evaluation conversations with suppliers.

9.2.7 KPIs by category:

1. Materials (Direct and Indirect)

    a. Fill Rate – average number of items delivered as a % of items ordered.

    b. Quality: Fail Rate - % of items that fail inspection (visual and testing); professionalism; Intellectual.

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    c. On Time Delivery – Actual lead times as a % of Stated lead time.

       i. Shipping Damage - % of items damaged during shipment.

       ii. Compliance with contract terms: material SDS's, insurance, bonds.

2. Professional Services

    a. Timeliness

    b. Customer service

    c. Care of our customers

    d. Quality – Technical Proficiency

    e. Quality – Professionalism

    f. Quality - Intellectual

    g. SEED Subcontract Compliance

    h. Compliance with contract terms: safety certificates, licenses, insurance, bonds, SSAE audit certificates, environmental, health, and safety performance.

    i. Innovation

3. Construction

    a. Timeliness

    b. Customer service

    c. Care of our customers

    d. Quality – workmanship

    e. Quality – Materials & Equipment

    f. Safety

    g. Environmental Stewardship

    h. SEED Subcontract Compliance

    i. Project Administration

4. Technology

    a. Timeliness

    b. Responsiveness

    c. Customer service

    d. Financial Performance and Value

    e. Financial Performance (time and material)

    f. Quality – Upgrades and Patches

    g. Quality - Professionalism

    h. Quality - Intellectual

    i. SEED Subcontract Compliance

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9.3. SOURCING

9.3.1 The SI will perform all activities including requirements validation and design to deploy end-to-end Ariba Sourcing Pro application to fully leverage capability of software to implement a streamlined process that is aligned with best practice sourcing methodologies and category strategies.   The design should take advantage of standard processes/templates, help achieve SEED goals, and increase savings opportunities.

9.3.2 SMUD requires, and the SI will ensure, that the Ariba Solution be configured to provide a public portal for the Source-to-Contract process.

9.3.3 The design of the optimized future state processes will include but not be limited to:

1. Enable Ariba non-catalog Purchase requisition to allow users to request procurement of goods and services, sourcing request or contract requests replacing use of ECC requisition to gain BU approval to buy, source or make contract changes.

   a. Design request form and process

   b. Allow capture of key information e.g. procurement type (Direct Procurement, Sole Source, competitive, not subject to competitive bid {below threshold}), category, value, custom fields.

   c. Form Questions based on value, category, etc.

2. Define tasks/approval workflow based on key fields in request (requestor, business unit, cost center, value, category).

3. Design Approval Workflow to notify approver based reporting level/relationship in HR structure (Manager, Director, Sr Executive).

4. Allow for proxy(delegation) approver.

5. Design process to support requisition that will be converted to PO in ECC.

6. Design process to create request for demand from ECC MRP (requisition) without a source of supply.

9.3.4 Savings Pipeline Form

1. All activities including requirements validation and design to deploy savings tracking form in future state end-to-end processes.

2. Enable ability to track estimated, negotiated, implemented, and actual spend and savings for each savings initiative.

3. Alert when savings are at risk of meeting plan.

4. Design process and configure templates and workflows for sourcing activities and milestones, and performance goals.

5. Enable reporting/dashboards to support savings tracking and performance.

9.3.5 RFx Management

1. Configure custom RFx templates (approx. 10) based on the out of the box Ariba Request for Proposal template

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2. Develop custom e-mail sourcing notification templates. Allowing notification by category to Supplier community of new, changed, cancelled RFx.

3. Design category structure.

4. Upload Site data such as Business Units, Departments, Units of Measure.

5. Configure Sealed bid for all RFx's.

    a. Automated bid tabulation and sealed bidding.

    b. Configure solution to support Surplus Sales.

6. Configure RFx evaluation scoring.

    a. Automated evaluation functions, sharing of documents, evaluation criteria development, review/score matrix with/without pricing knowledge, monitor evaluator status, automatic and custom email notifications, tracking notes and info disseminated and collected from evaluators.

7. Configure RFx notice of intent to award indicator.

9.3.6 Knowledge Library Development (Document Management)

1. Upload defined document attachments to the sourcing process template and/or into the Sourcing Library.

9.3.7 Workflow Development/Tasks for Sourcing Event/Project

1. Build sourcing workflows for each bid type with up to three (3) levels of approval based on SMUD provided list of approvers with ability to insert additional approvers into workflow.

2. Enable routing RFx for approval through workflow process.

3. Enable role-based internal stakeholder visibility into RFx workflow.

4. Enable Sourcing Professional to assign evaluation panel members with review and scoring roles for structured evaluation (no visibility to commercial/pricing, limited access).

5. Enable track / report key events in workflow process (cycle times).

9.3.8 Sourcing Process

1. Enable Ariba Sourcing processes to support optimized future state processes with desired tasks, workflow, and notifications.

2. Enable electronic signatures and workflow approval, rejection, delegation from email and mobile applications.

9.3.9 Form Development

1. Develop customized forms with needed objects such as header fields and conditions to streamline future state process flows.

9.3.10 Sourcing Reporting/Custom Fields

1. Develop configurable reporting with custom header fields to support Sourcing Project view that can be used for searching and reporting.

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9.3.11 Sourcing Analysis

1. Review how to access and run prepackaged sourcing reports.

2. Create custom analytical reports (i.e., report to identify sourcing events with less than 3 bidders).

9.3.12 Dashboards

1. Enable out-of-the-box Dashboards for all roles.

2. Create role-based dashboards: CPO, Sourcing Pro, Category Managers (Supervisors), BU contributors/evaluators, Sourcing Requestors, Admins, security admin, Executive/Director.

9.3.13 Security

1. Define role based security to support following business functions: CPO, Sourcing Professional, Category Managers (Supervisors), BU contributors/evaluators, Ariba Requestors (requisitions w/o catalog, Ariba request approvers, Admins, security admin, etc.

2. Link roles to Sailpoint IIQ provisioning process and roles by delegation.

9.3.14 Enterprise Records Retention

1. Design to deploy an automated process to allow for compliance with SMUD's record retention policies, including disposal of unsuccessful bids and transfer of records into SMUD's EDM System.

2. SI is responsible to meet the following requirements:

    a. To develop an automated process to delete unsuccessful bids.

    b. To develop an automated process to save and retrieve documents from Ariba to SMUD provided secure FTP location.

    c. To develop a process for Error messaging.

    d. To develop a process that moves documents from Ariba to an accessible location on the SMUD network.

    e. To design and develop a process to support:

        i. The below object models to align with the existing supply chain document types stored in EDM:

            a) Contract

            b) Bonds

            c) Advertising

            d) Reports

            e) Supporting doc

            f) Correspondence

            g) Contract package

            h) Contract change package

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            i) Solicitation

            j) Solicitation Evaluation

            k) Solicitation Addendum

            l) Solicitation Package

            m) bid successful

            n) Supplier ACH and W8/W9

     f. To design a solution that will support the required properties for records management that need to be associated with the above EDM document types including extracting the objects above and building a related meta data file.

9.3.15 Public Facing Portal Integration

     1. SI will perform all activities including requirements validation and design to deploy process, functionality and integration to transfer RFx files to public portal in various formats (PDF, Word, Excel, or other exportable format).

     Public portal to:

         a. Allow public access to search and display SMUD's open and closed RFx and documents related to closed RFx.

         b. Facilitate communication relating to RFx between bidders (primes/subs/SEED subs).

         c. Provide transparent list of interested bidders for each RFx that is visible to SMUD and other suppliers.

         d. Supplier directory search, filter and profile viewing capabilities.

9.4. CONTRACT LIFECCYLE MANAGEMENT

     1. Set-up SMUD contract templates (approx. 10) to support end-to-end contract management process.

     2. Build normalized clause library (approx. 100-200 clauses), clause language provided by SMUD.

     3. Automate contract authoring, negotiation process, execution process.

     4. Advise support of redlining and document comparisons in all types of Word processing applications/versions.

     5. Control/Protect contract templates terms and conditions libraries based on security roles.

     6. Automate flow of information from sourcing event module to contract lifecycle management module.

     7. Role-based access.

     8. Track changes and version control.

     9. Allow for secure internal and external access.

10. Enable electronic signatures and workflow approval, rejection, delegation from email and mobile applications.

11. Manage and track cycle time, workflow task assignment and task completion, and visibility to status and workflow path.

12. Design flexible serial or parallel workflows for approval of contract.

13. Provide visibility to internal stakeholders for contract status and approval process, and velocity.

14. Facilitate contract management.

15. Workbench/dashboard automated alerts for contracts that are expiring, that have high burn-rates or have depleted funds.

16. Track insurance and bonds.

17. Track SEED subcontractor commitment and spend.

18. Load SMUDs open contracts.

9.4.2 Enterprise Records Retention

1. SI will perform all activities including requirements validation and design to deploy process and integration to allow for compliance with SMUD's record retention policies, including transfer of records into SMUD's Enterprise Document Management System. Design Process to allow for automated transfer of contract documents.

9.5. PROCURE TO PAY SOLUTION

The SI will design, configure, test and integrate a full end to end P2P solution. The work will include deployment, training and support of the end-to-end P2P solution and all related integration points.

9.5.1 Design and document a fit for purpose Supplier on-boarding strategy for transactability including plan, training and communication plan. SI will onboard and enable full P2P capabilities for up to 10 tier one suppliers identified by SMUD.

9.5.2 Enable out of the box Requisitioning and Approvals to support:

1. Requisition

    a. Requests for goods and services from catalogs or non-catalog for direct or indirect items.

    b. Approval required based on certain criteria (i.e., category, value, etc). roles/level (from ECC) and delegates.

    c. Requisition import

2. Guided buying

3. Spot Buy

    a. Enable Spot Buys and use of Pro-card and ghost cards for non-catalog requests based within value limits, for permitted roles.

4. Catalogs

   a. Design a fit for purpose catalog strategy, sustainable ongoing catalog creation and maintenance plan, and implement punch out and internal catalog types to include:

      a. Approximately eight (8) existing material based catalogs (Punch out)

      b. Two (2) service based catalogs

      c. One (1) inventory material catalog

      d. One (1) non-inventory material catalog

5. Purchase order

   a. Design efficient PO creation, change, delivery and management processes that are aligned with category objectives and include highly automated communication for PO changes, acknowledgements, etc.

6. Advanced Shipping Notification

7. Goods receipt

   a. Design and implement a streamlined goods and services receiving process enabling receiving with role-based security.

8. Optimize the invoice-to-pay processes including:

   - Invoice reconciliation and exception approval

   - Tax

   - Ok2pay final invoice to ECC/Dolphin and Documentum

   - Dispute Management

   - Dynamic Discount

9. Accumulators against contract

10. Tax

11. Pro-card, ghost cards

12. Assets

13. Accruals

14. Enable integration and error resolution processes with ECC, Sailpoint IIQ, EDM and Dolphin Invoice management. Integrate P2P transactions including Purchase Order (PO), PO Acknowledgement, Goods Receipt, Invoice/credit memo, Dynamic Discount, and all related master data.

15. P2P Security

   a. Role based security designed to support SMUD business rules and assigned from Sailpoint IIQ.

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9.5.3 Reports

SMUD will need multiple A/P reports to meet our user's requirements including the listed below. The SI will work with SMUD to identify, document, and develop the additional reports needed to support existing and newly transformed business processes.

1. Invoice Status Accrual reports

2. Invoice Volumes and Throughput per processors

3. Cycle time reports

4. Discount Tracking reports

5. Metric Reports

6. Vendor utilization and management reports.

10. SCOPE OF WORK – INTEGRATION MIDDLEWARE, MIGRATIONS, DATA CLEANSING AND INTERFACES

10.1.1 Integration Middleware

1. SMUD expects that the SI will work with SMUD IT to meet its current integration strategy which uses an Enterprise Service Bus (ESB) for communication between all external third-party service providers and SMUD backend systems. SMUD's current ESB is an implementation of Software AG Web Methods Suite 9.8. The integration approach would be using SMUD's ESB as a SOA layer.

2. The integration solution must encrypt and safeguard designated SMUD confidential data while in transit end-to-end (between SMUD and vendor networks).

10.1.2 Data Migration:

1. SMUD requires that the identified contracts (housed in SAP and EDM) be migrated to the Ariba solution.

10.1.3 Data Cleansing:

1. SI will perform and support data cleansing as required, consulting described under ECC below.

10.1.4 Interfaces:

1. SI will provide requirements validation and design to deployment of all integration/interfacing of the Ariba Sourcing, SIPM/SLP, and Contract Management modules, to include design, development and testing of all batch or real-time file interfaces used to transfer data between SMUD systems (Documentum EDM, new custom Webportal, SAP ECC/Dolphin, Sailpoint IIQ) and Ariba. Data exchange methods must be encrypted and secure in accordance with SMUD's security requirements.

2. Webservice interfaces must have task-appropriate response times. SMUD may require an explanation of all interface tasks to determine if the response time is acceptable. No Webservice interface task will exceed 5 seconds.

10.1.5 Integrations - Documentum EDM:

1. Leverage delivered Ariba functionality to ensure compliance with SMUD's record retention policies. This includes automatic transfer of documents and data records specified below into SMUD's document retention system (Documentum EDM).

2. Documents include but not limited to: Notice of intent to award (ranking of total pricing) RFx documents, contract documents, invoices, Addendum documents, communications, successful proposer's submittal, evaluation.

10.1.6 Web Portal:

1. SI will stand up a public access .net web portal that will provide information that is not publically available on the Ariba network.

2. SI to work with SMUD technical team to ensure data is efficiently transferred with required frequency to maintain current data in web portal.

3. Extracts include but not limited to:

   a. SMUD supplier data(Name, Email, Street Address, City, State, Zip, Categories, SEED certification, Status, License, share flag).

   b. All Bids (RFx Description, deadline date, link to RFx in Ariba, Related bidders with intention to bid, Sheltered market indicator).

   c. Provide ability to search/filter on Supplier/RFx key fields.

10.1.7 ECC:

1. SMUD ECC 6 is on EP 7. There is no PI or MDG configured. SI to leverage delivered Ariba-SAP integration functionality, provide required development around Web Methods ESB data mapping and web services and ECC development for Ariba integration including but not limited to the following scope.

2. Master data for all Ariba solutions in scope.

   a. For supplier information load existing suppliers – Vendor Master Data from ECC.

   b. For P2P all relevant SAP master data from ECC for example, Material Master, Vendor Master, Pricing, Employee Data, Order, G/L.

3. Transactional Data includes:

   a. Create non-catalog PR for demand from MRP(ECC requisition) without a source of supply.

   b. Create PO from sourcing including custom fields and update the status of non-catalog PR accordingly (Requisition import from ECC).

   c. Create an outline agreement/PO from contract management.

   d. Contract/PO delivery and quality performance data.

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      e.   PO

      f.   GR

      g.   Invoice

      h.   Ok2Pay

      i.   Remittance

      j.   ASN

      k.   Spend visibility

10.1.8 Sailpoint IIQ:

1.   SI will perform all activities including requirements validation and design to deploy solution to integrate SMUDs identity management solution with Ariba to enable role based provisioning from SailPoint IIQ and Single Sign on. SI will design and develop an automated process to allow users to be provisioned into Ariba roles that have been approved via SMUDs' provisioning solution. SMUD resources will perform the necessary work within the Sailpoint IIQ application.

SI's personnel will each have a unique sign-on and password to the network, and SAP environments as required, and their network activity from these sign-on accounts will be monitored per SMUD policy.

SI's personnel will be required to request needs through SMUD network services staff. SMUD will determine the level of direct access SI personnel will have to these areas of the network.

- Network management

- Physical connectivity

- Network security

- Internet access through SMUD firewall

- Root access and administrator security and passwords for workstations and servers

Picture: Applications in Scope
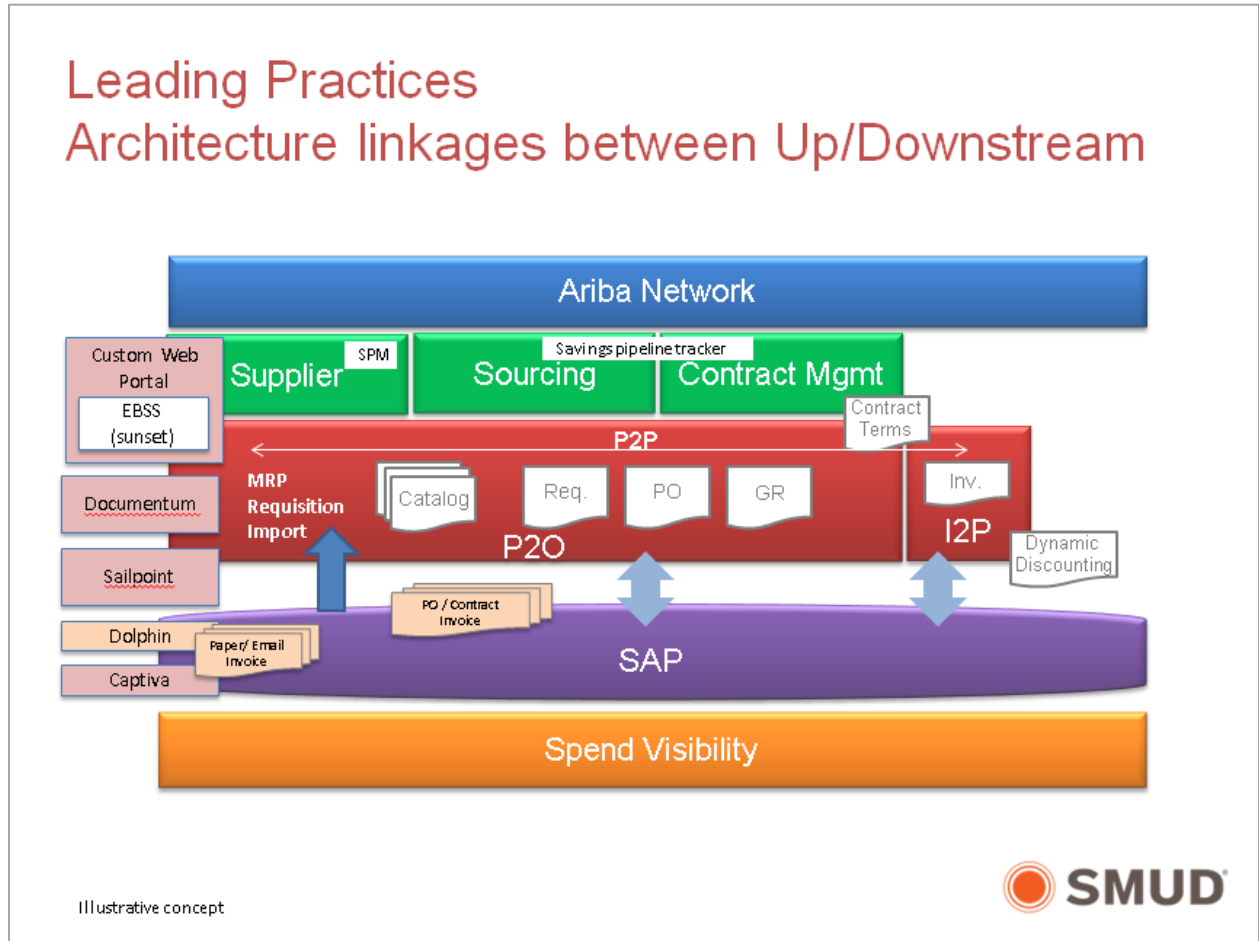
11. PRELIMINARY IMPLEMENTATION SCHEDULE AND USER COUNTS

11.1.   IMPLEMENTATION SCHEDULE

11.1.1 The order of modules plan has the following proposed key milestones and assumptions. Refer to diagram below.
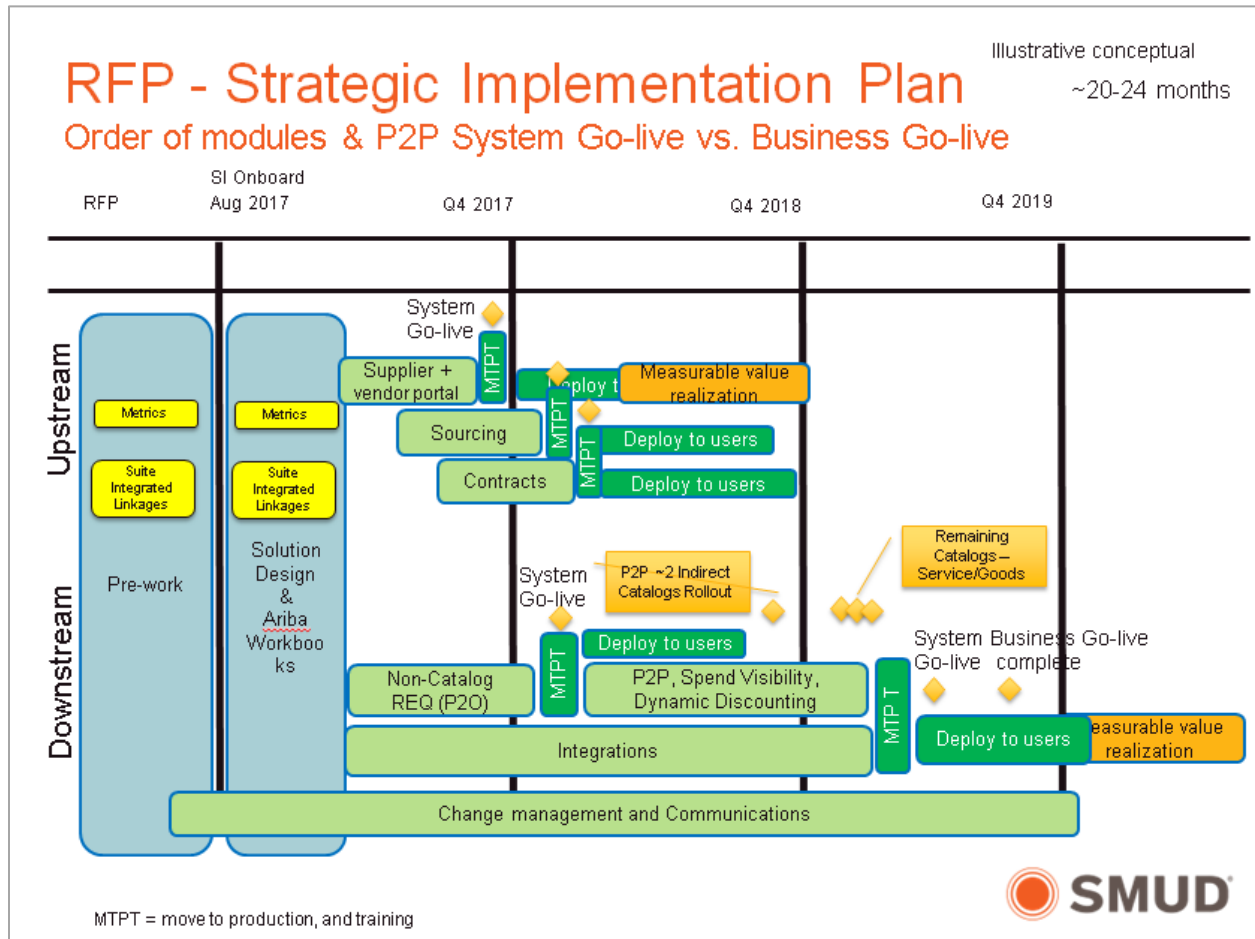
11.2.   SOLUTION USER COUNTS AND VOLUMES

11.2.1 SMUD anticipates the following approximate number of users for each module.

1. Sourcing: 22 users

2. Contracts: 22 user, 10 templates

3. Contracts clause library ~100-200

4. SIPM/SLP: 5 users, eSign 22

5. P2P: 450 approvers

11.2.2 SMUD anticipates the following content and transaction volumes for these modules:

11-1

1. Catalogs TBD – will share specifics by Orals

2. Suppliers: ~5000 currently in ECC

3. Sourcing templates: ~5-10

4. Legacy open contracts: ~1000

12. SMUD PROVIDED RESOURCES

12.1.   TEAM STRUCTURE

12.1.1 The following team structure is a preliminary governance and project management structure.
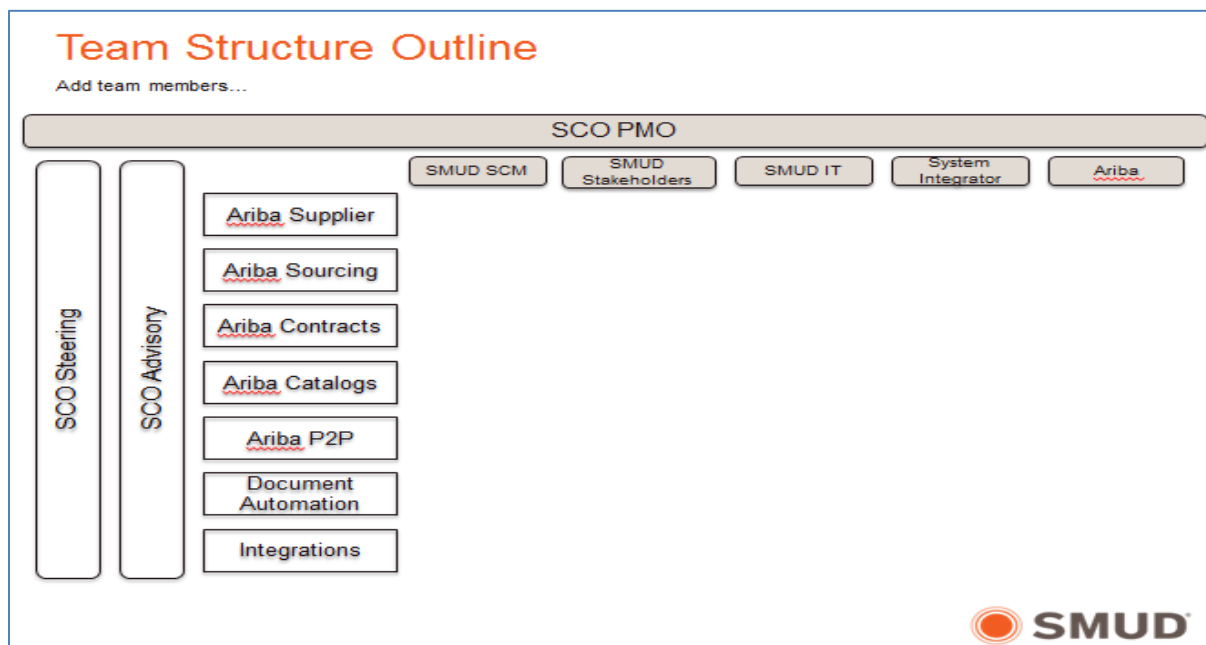
12.2.   SMUD PROVIDED TEAM MEMBERS

12.2.1 SMUD will staff the project team with the following SMUD resources to work collaboratively with the SI throughout the project. Resource commitments for each phase will be finalized during selection of the SI to coincide with the SI methodology and schedule.

1. (1) SCO Project Portfolio Manager

2. (1) IT Project Manager

3. (1) Technical Lead

4. (4) Procurement SME's

5. (3) A/P SME's

6. (3) Supply Chain/SAP functional analysts

7. (1) A/P Functional Analyst

8.   (3) Integration analysts specializing in EMC Documentum, SailPoint IIQ, Web Methods ESB

9.   Front End Web Design Lead

10. Change Management Lead

11. Communications Lead

12. Training Lead

13. Test Coordinator

12.2.2 Additional resources will be allocated to augment the Project team and support specific skill sets as required in the project.

12.3.   SMUD FURNISHED ITEMS

UNLESS SPECIFICALLY STATED BELOW, THE SI SHALL PROVIDE ALL ITEMS NECESSARY TO PERFORM THEWORK.

Office Environment:

SMUD will provide workspaces for the SI while working at SMUD facilities including office furniture, desktop computer, access to fax and copier equipment, and, if needed, a telephone for local calls. SMUD will determine the project work hours.

Network Environment Access:

SMUD will provide the SI personnel access to SMUD network resources (Internet/Intranet) as appropriate for SMUD business purposes only.

SI's personnel will each have a unique sign-on and password to the network, and SAP environments as required, and their network activity from these sign-on accounts will be monitored per SMUD policy.

SI's personnel will be required to request needs through SMUD network services staff. SMUD will determine the level of direct access SI personnel will have to these areas of the network.

- Network management

- Physical connectivity

- Network security

- Internet access through SMUD firewall

- Root access and administrator security and passwords for workstations and servers

13. INSTRUCTIONS TO PROPOSERS

13.1. TIME AND MANNER OF SUBMISSION

The Proposal shall be submitted to and received by SMUD's Supply Chain Services office no later than **5:00** P. M., Local Time, **Tuesday**, **April 18, 2017**

Proposals must be enclosed in a sealed envelope and addressed as follows:

By U.S. Mail or Hand Delivery:	**By Overnight or Express Delivery**
Sacramento Municipal Utility District	Sacramento Municipal Utility District
Supply Chain Services Office:	Warehouse Operations/Supply Chain Services
Attention: Michelle Pierson (MS EA404)	Attention: Michelle Pierson (MS EA404)
Request for Quotation No. **170065.MP**	Request for Quotation No. **170065.MP**
4401 Bradshaw Road	9774 Kiefer Blvd
Sacramento, CA 95827	Sacramento, CA 95827

The proposal-mailing envelope must be clearly marked as a proposal responding to SMUD Request for Proposal No. **170065.MP**; **ATTENTION:** Michelle Pierson. The envelope shall also show the Contractor's name and address.

Each proposal shall give the full business address of the Proposer and shall be signed by an authorized official of the company. The name of each person signing the proposal shall be typed or printed below the signature. When requested by SMUD, satisfactory evidence of the authority of the person signing on behalf of the Proposer shall be furnished.

Proposals shall cover the entire scope of the Request for Proposals, shall be printed one-sided 8-1/2 X 11" size and easily removable from any binding -- E.G. no glued or spiral binding.

All proposals submitted become the property of SMUD.

Directions for Visitors:

To get to SMUD's East Campus location (EC-OC) at 4401 Bradshaw Road:

From US Highway 50, take Watt Avenue exit (exit 11)
Head South on Watt Avenue (approx. 1.8 miles)
Turn left onto Jackson Hwy (CA-16 East) (approx. 2.1 miles)
Turn left onto Bradshaw Road (approx. 0.9 miles)
Turn right into SMUD's EC-OC visitor's entrance

Please note: There is no access to the EC-OC visitor entrance from Southbound Bradshaw Road.

13.2. EXPLANATIONS TO PROPOSERS

Should the Proposer find discrepancies in or omissions from this document, or should the intent or meaning appear to the Proposer to be obscure or ambiguous, the Proposer should immediately send SMUD a written request for interpretation, clarification, or correction thereof before submitting a proposal. The Proposer making such a request will be solely responsible for the timely receipt of the written request by SMUD. Replies to such inquiries will be made only in the form of addenda to this Request for Proposal, and will be issued simultaneously to all business firms or persons who have obtained a copy of the Request for Proposal from SMUD. Verbal

requests for information during the period of proposal preparation are acceptable if made sufficiently in advance of the proposal opening date to allow issuance of an addendum to the Request for Proposal. Direct all communications regarding questions on this Request for Proposal prior to the due date to the following, as appropriate:

Contact	REQUEST FOR PROPOSAL	SEED PROGRAM
Contact Name	Michelle Pierson	Jeannie Robinson
Phone number	(916) 732-7349	(916) 732-5984
E-mail	michelle.pierson@smud.org	jeannie.robinson@smud.org

SMUD will not be bound by any oral interpretation of the Request for Proposal, which may be made by any of its representatives or employees, unless such interpretations are subsequently issued in the form of an addendum to this Request for Proposal.

13.3. WITHDRAWAL OR MODIFICATION OF PROPOSALS

Proposals may be modified or withdrawn only by a written request received by SMUD prior to the Request for Proposal due date.

13.4. REVISIONS AND SUPPLEMENTS

13.4.1 Addenda: If it becomes necessary to revise or supplement any part of this Request for Proposal an addendum will be provided.

13.4.2 Acknowledgment of Addenda: Receipt of an addendum to this Request for Proposal by a Proposer must be acknowledged by signing and submitting the addendum signature sheet as part of the Proposer's Proposal.

13.5. SITE INSPECTION AND CONDITIONS

In addition to examination of this Request for Proposal, each Proposer shall make whatever other arrangements are necessary to become fully informed regarding all existing and expected conditions and matters which, during the contract time period, could affect in any way, the work, performance of work, or the cost thereof. Any failure to fully investigate the work site or the foregoing conditions shall not relieve the Proposer from responsibilities for properly estimating the difficulty or cost of successfully performing the work. SMUD assumes no responsibility for any representation made by its representatives or agents, during or prior to the execution of a contract pursuant to this Request for Proposal, unless such information is in writing in the form of an addendum to this Request for Proposal.

13.6. PRE-PROPOSAL CONFERENCE

An online Pre-Bid Conference is scheduled for **2:30 P.M., Tuesday**, **March 28, 2017**, via Webex. To attend:

Join WebEx meeting

https://smud.webex.com/smud/j.php?MTID=m54723cdbd55563bee66ff4bfd2d71262

Meeting number (access code): 803 502 271
Meeting password: Meeting1256

Join by phone

+1-855-749-4750 US TOLL FREE

+1-415-655-0001 US TOLL

Toll-free calling restrictions

Can't join the meeting? Contact support.

IMPORTANT NOTICE: Please note that this WebEx service allows audio and other information sent during the session to be recorded, which may be discoverable in a legal matter. You should inform all meeting attendees prior to recording if you intend to record the meeting.

It is strongly recommended that all Proposers attend this conference to ensure a complete understanding of the details of this Request for Proposal.

13.7. PROPOSAL EVALUATION AND SELECTION PROCESS

The proposals submitted in response to this solicitation shall be evaluated for award based on the criteria described in the Proposal Evaluation Criteria section of this Request for Proposal.

SMUD may request additional information from any or all Proposers after the initial evaluation of the proposals to clarify terms and conditions.

Based on SMUD's review of the proposals received, a short listed group of Proposers may be selected.   The short listed firms may be required to make verbal presentations of their qualification to SMUD. If a presentation is determined to be required, the presentation will be considered in the overall technical rating.

The contract will be awarded to the best-qualified Proposer, after price and other factors have been considered, provided that the proposal is reasonable and is in the best interests of SMUD to accept it.

The right is reserved, as the interest of SMUD may require, to reject any or all proposals and to waive any irregularity in the proposals received.

SMUD will post a "Notification of Intent to Award" of the Proposals received and evaluated on the SMUD Bid Website in the Bid Results category (or any successor SMUD web portal) at least five (5) business days prior to awarding the contract. ***The posting includes the Proposal Price for all responsive proposals.***   After the "Notification of Intent to Award" is posted, any unsuccessful Proposers may request the reason(s) their proposal was not selected. In the event a Proposer elects to protest SMUD's selection, the protest must be submitted in writing to SMUD's Director, Purchasing, Warehouse, and Fleet, within five (5) business days of the

posting of the "Notification of Intent to Award". SMUD's Contract Award and Protest Policy is available upon written request to the Director, Purchasing, Warehouse, and Fleet, SMUD procurement staff, or may be found on www.smud.org.

Within fourteen (14) calendar days after notice of award, the successful Proposer shall deliver to SMUD the required insurance certificates and the signed copies of the contract. The contract forms will be forwarded to the Proposer with the award notification. SMUD will not issue the Notice to Proceed until SMUD has received all the above-required documents.

13.8. NON EXCLUSIVE AGREEMENT

If awarded a contract under this Request for Proposal, the contract will NOT establish an exclusive arrangement between SMUD and the Proposer. SMUD reserves, among others, the following rights:

- The right to use others to perform work and services described in this Request for Proposal.
- The right to request proposals from other contractors for work described in the Request for Proposal without requesting a proposal from the Contractor.
- The unrestricted right to bid any work or services described herein.

13.9. DURATION OF CONTRACT

This contract shall be for approximately a two-year period, subject to approval by SMUD's Board of Directors of the corresponding annual budget, unless otherwise mutually agreed upon in writing.

SMUD prepares its Annual Budget on a calendar year basis. The Budget is subject to the approval of SMUD's Board of Directors. The **2017** Calendar year Budget was presented to the Board of Directors for approval in December, **2016**. The **2018** and subsequent calendar year budget(s) are anticipated to be presented to the Board of Directors for approval in December preceding the budget year.

13.10.   QUALIFICATIONS OF PROPOSERS

SMUD expressly reserves the right to reject any proposal if it determines that the business and technical organization, equipment, financial and other resources, or experience of the Proposer, compared to the work proposed justifies such rejection.

13.11.   PROPOSAL PREPARATION COSTS

The costs of developing proposals are entirely the responsibility of the Proposer and shall not be charged in any manner to SMUD.

13.12.   ALTERNATE PROPOSALS

Proposals shall meet the requirements and conform to the format described in the Proposal Requirements section of this Request for Proposal. However, Proposers are encouraged to submit alternate proposals in addition to the base proposal, when they consider the alternative to be technically better or more cost effective. The alternate proposal should be submitted as an amendment to the base proposal package.

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13.13.   CONFLICTS

If conflicts exist between the contract and the other elements of this Request for Proposal, the contract prevails. If conflict exists within the contract itself, the Terms and Conditions govern, followed by Scope of Services. If conflict exists between the contract and applicable Federal or State law, rule, regulation, order, or code; the law, rule, regulation, order, or code shall control. Varying levels of control between the Terms and Conditions, drawings and documents, laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement(s) shall control.

13.14.   BID SCHEDULE

The Proposer shall be reimbursed for work performed under the contract in accordance with the items described in the Bid Schedule section of this RFP.

13.15.   MANNER AND TIME OF PAYMENT

Billing shall be submitted in accordance with the below referenced provision of the Sample Contract section of this RFP. Proposer will also be required to submit (concurrently) a project status report describing the current status of each task, an updated schedule, and major project issues.

13.16.   SUBCONTRACTORS

The Proposers must describe in their proposals the areas that they anticipate subcontracting to specialty firms. Identify the firms and describe how Proposer will manage these subcontracts. The firms shall be listed on the Designation of Prime, Subcontractors, and Suppliers form, which is included in the Proposal forms section of this Request For Proposal.

Contractor to pay subcontractors in a timely manner.

Nothing contained in the Contract shall create any contractual relation between any subcontractor and SMUD.

13.17.   FRANCHISE TAX FORM 590

The Proposer to whom the contract award is made shall furnish SMUD with a completed State of California Franchise Tax Form 590. A blank Form 590 will be provided with the contract documents.

13.18.   NOTICE RELATED TO PROPRIETARY/CONFIDENTIAL DATA

Proposers are advised that the California Public Records Act (the "Act", Government Code §§ 6250 et seq.) provides that any person may inspect or be provided a copy of any identifiable public record or document that is not exempted from disclosure by the express provisions of the Act. Each Proposer shall clearly identify any information within its submission that it intends to ask SMUD to withhold as exempt under the Act. Any information contained in a Proposer's submission which the Proposer believes qualifies for exemption from public disclosure as "proprietary" or "confidential" must be identified as such at the time of first submission of the Proposer's response to this RFP. A failure to identify information contained in a Proposer's submission to this RFP as "proprietary" or "confidential" shall constitute a waiver of Proposer's

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right to object to the release of such information upon request under the Act. SMUD favors full and open disclosure of all such records. SMUD will not expend public funds defending claims for access to, inspection of, or to be provided copies of any such records.

Along with each Proposer's response to this RFP, each Proposer is required to submit a signed indemnity agreement, included with its response to this RFP, whereby Proposer shall agree to indemnify and defend SMUD on terms stated therein against all claims or actions brought against it to seek access to or compel disclosure of any records or documents in SMUD's possession which were submitted to SMUD by any Proposer pursuant to this RFP. The Public Record Indemnity Agreement each Proposer will be required to sign and submit along with its response to this RFP is included in the "Proposal Requirements" section of this RFP.

13.19. CONTRACT

A contract form is included in the Sample Contract section of this Request for Proposal. SMUD may reject proposals that contain exceptions to the Terms and Conditions included in the sample contract.

13.20. SUPPLIER EDUCATION & ECONOMIC DEVELOPMENT (SEED) PROGRAM

13.20.1 POLICY STATEMENT

The Sacramento Municipal Utility District (SMUD) is committed to achieving full and equal contracting opportunity for ratepayers doing business with SMUD. SMUD recognizes the economic benefit provided by its contracting activity and has adopted this policy to promote the economic development of its ratepayer businesses. This program will provide direct economic benefit to SMUD's customer-owners, and will complement other SMUD economic development programs.

13.20.2 REQUIREMENTS AND PROGRAM ELEMENTS

A description of SMUD's Supplier Education & Economic Development Program is included in this Request for Proposal. Proposers must comply with all the requirements specified in the program description and complete the form titled, "Designation of Prime Contractor, Subcontractors, and Suppliers".

13.21. ENVIRONMENTAL PROCUREMENT

SMUD has adopted an Environmental Protection Policy in which it commits to environmental stewardship, the conservation of natural resources, reductions in the use of hazardous substances, reductions in mobile sources of NOx emissions, and recycling and responsible disposal. SMUD will promote environmental procurement practices that will minimize environmental impacts, conserve natural resources, and reward environmentally conscious manufacturers and contractors, while remaining fiscally responsive. To further its policy SMUD will favor environmentally preferable procurements when price, quality, and availability are equal. To this end, SMUD will endeavor to reward environmentally conscious manufacturers, suppliers, and contractors with contracting opportunities that address these policy goals in addition to providing SMUD and its customer-owners fiscally responsible procurement options.

13.22.   SAFETY PROGRAM

All Proposers shall execute and submit with their Proposal the form titled, "Safety Compliance Certificate". Submittal of this completed form will certify that the Proposer has:

13.22.1 An effective Injury and Illness Prevention Program, which meets the requirements of all applicable laws and regulations, including but not limited to, California Labor Code Section 6401.7;

13.22.2 Proposer agrees that it is fully responsible for the acts and omissions of its subcontractors and all persons either directly or indirectly employed by Proposer.

Such certification shall be made by the person with the authority and responsibility for implementing and administering Proposer's Injury and Illness Prevention Program.

14. SUPPLIER EDUCATION & ECONOMIC DEVELOPMENT (SEED) PROGRAM

14.1. INTRODUCTION

The Sacramento Municipal Utility District (SMUD) is committed to achieving full and equal contracting opportunity for ratepayers doing business with SMUD. SMUD recognizes the economic benefit provided by its contracting activity and has adopted this policy to promote the economic development of its ratepayer businesses. This program will provide direct economic benefit to SMUD's customer-owners, and will complement other SMUD economic development programs.

14.2. OVERVIEW

SMUD's SEED Program creates contracting opportunities for local small businesses. To qualify, a business must be certified as a Small Business or Microbusiness by the state Department of General Services (DGS) and must be a SMUD ratepayer for the past six months at the DGS certification address of record. Additional features are described below.

14.3. PROGRAM GOALS AND INCENTIVES

SMUD promotes a goal of 20% SEED participation in SMUD contracts. To achieve this, SMUD has established the following program incentives:

14.3.1 SEED Price Advantage- SEED qualified bidders will receive a price advantage which is 5% of the lowest responsible bid as determined by SMUD. This amount will be subtracted from all SEED qualified bids for evaluation purposes. The maximum SEED price advantage is $250,000, which is 5% of a bid of $5 Million.

14.3.2 RFP SEED Evaluation Points- Request for Proposal (RFP) solicitations are evaluated using published criteria and are evaluated on a 100-point scale.   Ten evaluation points are awarded to SEED qualified prime Proposers. Non- SEED prime Proposers may earn up to 10 evaluation points for proposing 20% or more SEED subcontracting. Proposals with less than 20% SEED subcontracting will be awarded a pro-rata share of these points for the percentage of proposed SEED subcontracting.

14.3.3 SEED Subcontracting- Non- SEED bidders may participate in the SEED program by subcontracting with SEED vendors. SMUD currently promotes a goal of 20% SEED subcontracting.

**Need help locating a SEED Subcontractor?**

Go to www.smud.org/SEED and select "Click to find a SEED subcontractor" near the bottom of the page or click here.

14.3.4 Non- SEED bidders proposing less than 20% SEED subcontracting will receive a price advantage of 5% of the total value of all its SEED subcontracting bids. This advantage is capped at $250,000 but will not exceed the calculated price advantage available to SEED primes if it is less.

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14.3.5 Non-SEED bidders proposing 20% SEED subcontracting or more will receive the full-calculated price advantage available to SEED prime bidders.

14.3.6 To receive SEED subcontracting credit, non-SEED bidders and Proposers must submit SMUD's "Designation of Prime, Subcontractors, and Suppliers Form" (see forms in Section 3) and must list the SEED subcontractors they propose to utilize. In addition, prime bidders and Proposers are responsible for completing a SEED Program Small Business Declaration form for each SEED-qualified vendor listed.

14.3.7 "Subcontractor" refers to firms named in a proposal and listed on the "Designation of Prime, Subcontractors, and Suppliers Form", who will perform specific tasks of the contracted work. For SMUD construction contracts the definition of Subcontractor as prescribed by the Public Contract Code shall apply. For all other SMUD contracts, a Subcontractor is defined as an individual or firm providing supplies or services to the Proposer, which are specific to a SMUD solicitation, and provided under a separate contract agreement with the Proposer and having no employment relationship with the Proposer. As such, payments made by the Proposer to subcontractor individuals must not be subject to payroll withholding taxes. SEED subcontractors must fulfill a commercially useful function. Business arrangements where SEED subcontractors do not add substantial, identifiable value to the deliverable product or service are not acceptable.

14.3.8 In consideration of the price and evaluation points provided for SEED subcontracting, the Proposer, upon contract award, will be legally obligated to subcontract with all firms listed on the "Designation of Prime, Subcontractors, and Suppliers" form in the proposal. SMUD, at its option, will monitor the utilization of subcontractors as declared by the prime contractor in its proposal.

14.3.9 Substitution of any subcontractor requires prior written approval from SMUD. If the winning bidder or Proposer received SEED subcontractor price advantage(s) or evaluation points, SMUD, at its option, may require the Proposer to replace the rejected SEED subcontractor with another qualified SEED subcontractor.

14.4. SEED PROGRAM QUALIFICATION

Vendors must meet both of the following qualifications to participate in the SEED Program:

14.4.1 Certification- the California Department of General Services (DGS), Office of Small Business and DVBE certification must certify the vendor as a Small Business or Microbusiness. This is the only certification accepted by SMUD. Vendors must be certified by the bid-opening date (IFBs) or proposal due date (RFPs) as applicable, to qualify for the SEED Program.

14.4.2 Ratepayer Qualification- the vendor must qualify as a SMUD ratepayer for the preceding 6 months prior to the bid or proposal due date. The physical address of the business as recorded by the Department of General Services in its Small Business Certification must be located in SMUD territory. If the address shown on the Small Business certificate is a post office box, a mailbox at a private mailbox business, or a leased facility, the vendor must be able to demonstrate, to SMUD's satisfaction, that the vendor is also a SMUD ratepayer.

14.5. CONTRACT COMPLIANCE

SMUD may conduct post-award monitoring of any contract, which includes SEED participation. Contractors are required to maintain certified payroll reports by the contractor and all subcontractors, regardless of contract amount. SMUD may require the contractor to provide other related documentation to verify SEED participation equal to or greater than the participation levels stated at the time of award.

14.6. FALSIFICATION OF INFORMATION

Falsification of information on the forms required by this solicitation may cause SMUD to cancel any existing contracts with the Proposer/vendor and may disqualify the vendor from contracting with SMUD in the future.

A firm claiming SEED/ratepayer status under false pretenses will be disqualified from doing business with SMUD for a period of not less than one year and not more than five years unless SMUD's CEO & General Manager determines that the offending firm should be permanently barred from bidding on a SMUD contract.   False pretenses include designating SEED subcontractors for scopes of work that they will not fully perform, using   SEED firms as a "pass-through" to inflate actual participation, or any other action that subverts SMUD's intended benefits to SEED participation. SMUD may seek all legal remedies available under the law against such Proposers**.**

14.7. ADDITIONAL INFORMATION

SMUD's Supplier Diversity Unit is responsible for the administration of the SEED Program. The Supplier Diversity Unit is available during regular SMUD business hours, to provide all SEED Program participants with additional information resources to encourage participation in the SEED Program. The Supplier Diversity Unit can be contacted by telephone at (916) 732-5984. In addition, SMUD publishes current procurement opportunities and program information on its Internet website at www.bids.SMUD.org.

Need help with Bonding or Insurance?

Go to www.smud.org/SEED and select "Loan and Insurance" in the left column or click here.

15. PROPOSAL EVALUATION CRITERIA

PROPOSAL EVALUATION CRITERIA: The proposals submitted in response to this Request for Proposals shall be evaluated for award based on the following criteria and weighting. If applicable the price will be adjusted for evaluation purposes in accordance with the SEED Program price advantages described in Section 14 of this document.

Item	Criteria Description	Weighting
1.	**MANDATORY REQUIREMENTS***	**Pass/Fail**
2.	**SEED Program Evaluation Points**	**10%**
3.	**Proposer's Experience and Qualifications**	**30%**
4.	**Experience and Qualifications of Key Project Personnel.**	**10%**
5.	**Technical Approach**	**20%**
6.	**Commercial Terms (Price)*and Compliance with SMUD Contractual Terms****	**30%**
	Total	**100%**

***   Proposal must achieve a Passing score on Evaluation Criteria 1 above to be declared responsive.

Proposers must obtain a MINIMUM Score of 45 of the 60 percentage points in Sections 3, 4 and 5, to pass on to Section 6, Commercial Terms and Compliance.

*   More weight has been given to the management and technical ability of the Proposer than on price. In the event it is evident that the prices proposed are unbalanced as to items charged or are otherwise determined by SMUD to be unfair or unreasonable, SMUD reserves the right to reject the proposal and award to the Proposer who otherwise meets the requirements of this Request for Proposal.

** Non-compliance may result in SMUD's rejection of a Proposer's proposal.

16. PROPOSAL REQUIREMENTS

TO FACILITATE SMUD'S PROPOSAL REVIEW PROCESS, IT IS REQUIRED THAT EACH PROPOSAL CONTAINS ALL OF THE INFORMATION WITHIN THIS SECTION AND IS ORGANIZED IN THE SEQUENCE THAT THE ITEMS APPEAR IN THIS SECTION.

THE PROPOSER SHALL SUBMIT ONE (1) HARD COPY OF THE COMPLETE PROPOSAL AND ONE OF SECTION 16.8, DETAILED PROPOSAL ONLY.

ADDITIONALLY, PROPOSER MUST UPLOAD AN ELECTRONIC COPY OF EACH FILE (COMPLETE AND SECTION 16.8) TO SMUD'S SECURE FILE TRANSFER SITE. IN ORDER TO BE PROVIDED ACCESS TO THE SITE, YOU MUST SEND AN EMAIL REQUESTING ACCESS TO:

MICHELLE.PIERSON@SMUD.ORG AND TASHA.BULLARD@SMUD.ORG

ACCESS MUST BE REQUESTED AT LEAST THREE (3) BUSINESS DAYS PRIOR TO THE DUE DATE OF THIS REQUEST FOR PROPOSAL.

SEE THE TABLE OF CONTENTS FOR A LISTING OF THE CONTENTS WITHIN THIS SECTION.

PROPOSALS SHALL BE PRINTED ONE-SIDED, 8-1/2 X 11" SIZE AND EASILY REMOVABLE FROM ANY BINDING -- E.G. no glued or spiral binding.

SMUD will provide an electronic copy of the Proposal Forms in MS Word 7.0 (or newer) which contains fill-in fields.   The document is labeled *RFP Proposal Fill-in Forms.* Proposers may use the Forms provided to submit Proposals. Please provide responses to all questions in the block (fill-in fields) following every question.   The fill-in fields will expand to accommodate your answer. Pictures, charts and graphs may also be inserted into the fill-in fields or may be attached as a separate documents if necessary

Note: The content of the *RFP Proposal Fill-in Forms* is identical to that posted in Adobe format on the EBSS Web site. Page numbering may vary when complete as a result of the fill-in-fields.

16.1. PROPOSAL AGREEMENT NO. 170065.MP

PROPOSAL AGREEMENT: In compliance with Request for Proposal No. **170065.MP**, **SYSTEM INTEGRATOR FOR ARIBA SOLUTION**, the undersigned hereby proposes and agrees to provide the services described, at the rates and dollar limits defined in the Proposal Rate Schedule attached hereto.

It is understood that this proposal constitutes a firm offer that cannot be withdrawn for ninety (90) calendar days after the submission date for the proposals.

The undersigned certifies that he/she has examined and is familiar with the content of this Request for Proposal; also that he/she has checked all the figures shown in the proposed Rate Schedule and other attachments hereto and understands that the Sacramento Municipal Utility District will not be responsible for any errors or omissions on Contractor's part in preparing this proposal.

The undersigned further agrees, if awarded the contract, that he/she will commence the work within the time set forth and will perform the work in accordance with the contract documents attached to this Request for Proposal.

Attached hereto and made a part thereof by this reference are proposal forms pages 13-2 through 6-9, the Detailed Proposal and the Bid Schedule.

PROPOSER :

Company:			
Street Address:			
City:	**State:**	**Zip:**	
Signed:			
Print Name:			
Title:			
Telephone:	**Fax:**		
Email:	**Date:**		

16.2. SAFETY COMPLIANCE CERTIFICATE

I,   the undersigned,

_____

(Print Company Representative Name)

of

_____

(Print Company Representative Title)

hereby certify the

_____

(Print Company Name)

information contained herein and that undersigned is duly authorized to certify that:

Contractor has an effective Injury and Illness Prevention Program which meets the requirements of all applicable laws and regulations, including, but not limited to, California Labor Code Section 6401.7. (This section does not apply if Contractor does not perform any work under this agreement within the State of California.) and

> http://www.leginfo.ca.gov/cgi-bin/displaycode?section=lab&group=06001-07000&file=6400-6413.5

Contractor agrees that it is fully responsible for the acts and omissions of its subcontractors and all persons either directly or indirectly employed by Contractor.

The above-named person has the authority and responsibility for implementing and administering Contractor's Injury and Illness Prevention Program.

IN WITNESS WHEREOF, the undersigned has executed this Safety Compliance Certificate under the penalty of perjury of the laws of the State of California on:

Signed:	
Print Name:	
Date:	

16.3. NONCOLLUSION STATEMENT

TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL

I, _____   am the

(Print Company Representative Name)

_____   of

(Print Company Representative Title)

_____   the party making the

(Print Company Name)

foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Signed:	
Print Name:	
Title:	

16.4. PUBLIC RECORD INDEMNITY AGREEMENT

_____ ("Proposer") shall indemnify, defend and hold SMUD,

(Print Company Name)

its directors, officers, agents, and employees (collectively, "Indemnitees") harmless against all claims or causes of action brought against Indemnitees seeking to cause the release or disclosure of Proposer's Proposal and related materials submitted to Indemnitees in response to SMUD Request For Proposal No. **170065.MP**, **SYSTEM INTEGRATOR FOR ARIBA SOLUTION.**

In the event Proposer fails or refuses to indemnify or defend Indemnitees upon a timely request as provided hereunder, Proposer shall unconditionally waive all claims against, completely release and forever discharge Indemnitees from any and all claims, damage, loss, expense and liability Proposer may incur arising from or in any way connected to Indemnitees release of Proposer's Proposal and materials related thereto.

It is agreed that in the event of any litigation arising hereunder, the Proposer at the request of SMUD shall submit to the jurisdiction of any court of competent jurisdiction within the State of California and will comply with all requirements necessary to give such Court jurisdiction, and that all matters arising hereunder shall be determined in accordance with the law and practice of such court. It is further agreed that service of process in any such litigation may be made in the manner provided for in Section 415.40 of the California Code of Civil Procedure or in any other manner provided for in said code for service upon a person outside the State of California.

ACCEPTED FOR PROPOSER

Company:	
Signed:	
Print Name:	

16.5. PROMPT PAYMENT PROGRAM

SMUD has a prompt payment program for small businesses which are certified by the State Department of General Services.

Under the program, SMUD will guarantee payment of invoices within 20 calendar days from the date of inspection and acceptance by SMUD or the date correct invoices are received, whichever is later.

If SMUD fails to meet the 20 calendar days payment guarantee, the small business will be paid interest on the unpaid invoice at prime plus 2% APR. Late interest payments, if applicable, will be made without an additional invoice from the small business.

To participate in this program, please indicate "prompt payment" below and provide evidence of certification with your bid.

Bidder is eligible for, and is requesting, a prompt payment program:

☐ YES   ☐ NO

PROPOSER:

Company:	
Signed:	
Print Name:	

16.6. SEED PROGRAM SMALL BUSINESS DECLARATION

Complete this form to apply for SEED Program consideration. To qualify for the SEED Program, a firm must have a current Certification ID as a Small Business from the California Department of General Services. In addition, the firm must qualify as a SMUD ratepayer for the preceding six months by receiving SMUD electric service at the principal office* listed by the Department of General Services. If your firm or one of your proposed subcontractors qualifies under these criteria, SMUD will validate all submitted information and determine the proposing firm's SEED Program qualification.

To expedite the verification process:

1) **Submit a copy of the most recent SMUD statement for the principal office shown on your DGS Small Business application**

<div align="center"><u>**OR**</u></div>

2) **_____ If the firm leases its principal space from a property management company or a landlord and the SMUD utilities are included in the lease, please initial in the blank space provided above and attach a copy of the current lease showing the dates of occupancy, principal office of property and signatures of both parties**

<div align="center"><u>**AND**</u></div>

Provide the DGS Small Business Certification ID in the space provided below.

Proposed SEED firm:
Contact Name:
Title:
Phone Number:
DGS Small Business Certification ID

I hereby certify that this firm qualifies for the SEED Program as defined above. This firm has been certified as a Small Business by the California Department of General Services**.**

I hereby swear that I am duly authorized to legally act on behalf of the above named company.

Signed:
Print Name:
Title:
Date:

If you or one of your proposed subcontractors is not certified by DGS and would like to become certified for future contracting opportunities, please refer to www.smud.org/SEED or contact SMUD Supplier Diversity at (916) 732-5984 or email SEEDmgr@smud.org .

* **Principal office** means where the business is headquartered and conducts the management and operations of the business.

16.7. DESIGNATION OF PRIME CONTRACTOR, SUBCONTRACTORS AND SUPPLIERS

(TO BE COMPLETED BY ALL BIDDERS/PROPOSERS)

The following are the names and business locations of the prime contractor and all subcontractors who will perform work or labor or render service to the Proposer in or about the work, or who will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications (as applicable) together with a statement of the portion of the work to be done by each subcontractor.

SEED Program - The Proposer may only count toward its SEED Program subcontracting credit those expenditures to subcontractors or contractors under a subcontractor that perform a commercially useful function. In addition, each contractor or subcontractor claiming SEED Program qualification shall complete the SEED PROGRAM SMALL BUSINESS DECLARATION.

	Firm (Name and Address)	Work, Material or Service (Provide Brief Description)	Supplier Diversity/SEED Program Status	Percent (%) (Of Total Proposal Price)	Dollar Amount (Of This Firm's Work, Material or Service)
1.	**PROPOSER/PRIME CONTRACTOR** Name _____ Address_____ City, State, Zip_____ Primary Contact _____ Phone #_____	_____	**SEED Qualified** **Yes No** ☐ ☐	___ % **of Total Proposal**	$_____ **Amount of Total Proposal**
2.	**SUBCONTRACTOR** Name _____ Address_____ City, State, Zip_____ Primary Contact _____ Phone #_____	_____	**SEED Qualified** **Yes No** ☐ ☐	___ % **of Total Proposal**	$_____ **Amount of Total Proposal**
3.	**SUBCONTRACTOR** Name _____ Address_____ City, State, Zip_____ Primary Contact _____ Phone #_____	_____	**SEED Qualified** **Yes No** ☐ ☐	___ % **of Total Proposal**	$_____ **Amount of Total Proposal**
4.	**SUBCONTRACTOR** Name _____ Address_____ City, State, Zip_____ Primary Contact _____ Phone #_____	_____	**SEED Qualified** **Yes No** ☐ ☐	___ % **of Total Proposal**	$_____ **Amount of Total Proposal**

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DESIGNATION OF PRIME CONTRACTOR, SUBCONTRACTORS, AND SUPPLIERS
(Continuation Page ; may be duplicated as needed)

SUBCONTRACTOR		SEED Qualified	___ %	$_____
Name _____ Address_____ City, State, Zip_____ Primary Contact _____ Phone #_____	_____	**SEED Qualified** **Yes** ☐ **No** ☐	**___ %** **of Total Proposal**	**$_____** **Amount of Total Proposal**
SUBCONTRACTOR Name _____ Address_____ City, State, Zip_____ Primary Contact _____ Phone #_____	_____	**SEED Qualified** **Yes** ☐ **No** ☐	**___ %** **of Total Proposal**	**$_____** **Amount of Total Proposal**
SUBCONTRACTOR Name _____ Address_____ City, State, Zip_____ Primary Contact _____ Phone #_____	_____	**SEED Qualified** **Yes** ☐ **No** ☐	**___ %** **of Total Proposal**	**$_____** **Amount of Total Proposal**
SUBCONTRACTOR Name _____ Address_____ City, State, Zip_____ Primary Contact _____ Phone #_____	_____	**SEED Qualified** **Yes** ☐ **No** ☐	**___ %** **of Total Proposal**	**$_____** **Amount of Total Proposal**
SUBCONTRACTOR Name _____ Address_____ City, State, Zip_____ Primary Contact _____ Phone #_____	_____	**SEED Qualified** **Yes** ☐ **No** ☐	**___ %** **of Total Proposal**	**$_____** **Amount of Total Proposal**

16.8. DETAILED PROPOSAL

16.8.1 Evaluation Criteria 1   MANDATORY REQUIREMENTS

Questions in the mandatory section require signature as verification by proposer of their ability to meet each requirement. Only those proposals which meet all mandatory requirements will be we considered.

THE ITEMS IN THIS SECTION WILL BE EVALUATED ON A PASS/FAIL BASIS. IF IT IS DETERMINED THAT ONE OR MORE OF THE FOLLOWING MANDATORY REQUIREMENTS ARE NOT MET, THE PROPOSER WILL FAIL THIS SECTION AND THE PROPOSAL WILL BE CONSIDERED NON-RESPONSIVE.

1. The project must be run, managed, developed, tested and implemented from SMUD's Headquarters located in Sacramento, California. SMUD requires the majority of project work to be done on-site in Sacramento due to the size, complexity of the project, large amount of back-office system integration work using Enterprise Service Bus with SAP ECC, SMUD's Enterprise Document Management System (EDM - EMC Documentum), SailPoint IIQ, .Net web portal and for knowledge transfer with the SMUD functional and technical staff. A minimal number of off-site resources will be considered, off-shore is not permitted.

2. Proposer must have successfully implemented Ariba CI6+, Upstream Procurement Modules, P2P, Dynamic Discounting, Spend Visibility with integration to back end SAP ECC 6 x systems for a minimum of three (3) customers of similar scope and size in a production environment for the full Ariba integrated suite.

3. Proposer must have performed at least one similar implementation using ESB middleware, either PI or Webmethods, with mediated connectivity and standard Ariba webservices, and Direct Connect.

4. Proposer's implementation role and participation level must be as the prime contractor not as a sub-contractor. Proposer's Project Team must include individual(s) with Ariba Cloud Solution functional experience for each of the modules being implemented.

  Proposal meets all mandatory requirements:

  Signature: _____

  Print Name:

  Date:

16.8.2 Evaluation Criteria 2　　SEED Program Evaluation Points

Ten evaluation points will be awarded to SEED qualified prime Proposers. Non-SEED prime Proposers will receive up to ten evaluation points on a pro-rata basis for proposing at least 20% subcontracting which utilizes SEED subcontractors. Details are in the Supplier Education & Economic Development section of this document.

If submitting a proposal with SEED subcontracting participation, Proposer shall describe in detail the SEED subcontractor's scope of services. The Proposer shall further provide the % and the total amount of the SEED participation in the Prime Contractor, Subcontractor and Suppliers Form. Proposer who is awarded the contract shall provide SMUD with the SEED subcontractor actual spend via quarterly reporting of subcontractor invoices and payment documentation.

16.8.3 Evaluation Criteria 3　　Proposer's Experience and Qualifications

1. Describe how and where you have performed the following end to end implementations for a minimum of three and maximum of five customers implementing the entire Ariba Suite described below including integration to back end SAP ECC 6.x systems using Ariba CI 6+ with the following components:
    a. Sourcing
    b. Contracts
    c. Supplier (SLP or SIPM) – clarify which one or both
    d. P2P
    e. Dynamic Discounting
    f. Spend Visibility

Response:

2. Provide reference information for the implementations described in Question 1 above:

	Reference 1	Reference 2	Reference 3	Reference 4	Reference 5
Company					
Contact Name					
Title					
Phone Number					
E-Mail					
Date of go live					
Ariba CI version					
Duration of implementation					

3. Describe how and where you have integrated Ariba CI using Web Methods (instead of PI) integration as the middleware with mediated connectivity and standard Ariba webservices and Direct Connect.

Response:

4. Describe how and where you have integrated Ariba CI using PI integration as the middleware with mediated connectivity and standard Ariba webservices and Direct Connect.

Response:

5. Describe how and where you have performed the following integrations for an Ariba Solution similar in size, scope and version to our project with the following components:

    a. SAP ECC (6.07). Provide an excel spreadsheet that lists each of the integration points included in scope for each Ariba module (upstream and downstream), master data, and transactional data. For each row that represents the integration event, list the integration method that will be used. Knowing that WebMethods is preferred, call out where it will not be a good fit and recommend the alternate/ appropriate method with reason

Response:

    b. Ariba integration with Enterprise Document Management System (EDM - EMC Documentum) for contracts, sourcing award and invoices

Response:

    c. SailPoint IIQ (user provisioning)

Response:

    d. .Net web portal (or similar web based tool) for integrating Ariba with public sourcing portals

Response:

    e. Invoice management system such as Dolphin (or similar)

Response:

6. Describe in detail your proposed Change Management plan to meet all of the requirements described in the Scope of Work. Be sure to include any challenges and /or risks you see in implementing enterprise change of this magnitude, and a risk mitigation plan. If applicable, include lessons learned from the projects described in Question 1 above.

Response:

7. Based on the Scope of Work and your experience implementing similar projects, describe any challenges and/or risks you anticipate in implementing this project. Include risk mitigation steps you would take to minimize the risks when meeting requirements with external systems including custom web portal to replace EBSS, Documentum and Sailpoint IIQ. To alleviate the risk please suggest any alternative for consideration.

Response:

8. List all your assumptions that pertain to this scope response and where possible, categorize by impact to scope, business value, resources, schedule, etc.

Response:

16.8.4 Evaluation Criteria 4   Experience and Qualifications of Key Project Personnel

9. Provide the background and experience of key personnel and core project team members, assigned to develop, design, and implement the requirements outlined in this RFP (include brief resumes of relevant experience). Include a project organization chart, including employee names, titles, and reporting hierarchy for the project. Where applicable, note which of the projects included in the response to Question 1 each proposed team member participated in, and their role in that project.

The Proposer must ensure in writing, that to the extent within its control, the personnel proposed to work on this project shall remain available to the project for the full term of the contract.

Response:

10. Provide team member names, years of experience, which projects included in the response to Question 1, if applicable, and any additional comments in the Project Personnel Experience Matrix below.

Skill/Experience	Team Member(s)	Years of Experience	Project	Comments
Supplier Data Governance, Strategic expertise with vendor master management as per Ariba roadmap & expertise with vendor on boarding/ECC vendor master integration with Ariba				
Lead architects who have direct experience that is similar to scope of this RFP for Supplier module where they will act as lead architect.				
Lead architects who have direct experience that is similar to scope of this RFP for Sourcing module where they will act as lead architect.				
Lead architects who have direct experience that is similar to scope of this RFP for Contract module where they will act as lead architect.				
Functional leads who have at least three projects within the last				

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five (5) years (Ariba implementations in the Supplier module they will lead with expertise related to SAP modules MM, AP).			
Functional leads who have at least three projects within the last five (5) years (Ariba implementations in the Sourcing module they will lead with expertise related to SAP modules MM, AP).			
Functional leads who have at least three projects within the last five (5) years (Ariba implementations in the Contract module they will lead with expertise related to SAP modules MM, AP).			
Technical lead with experience in integration of Ariba SIPM/SLP, Sourcing, and Contracts with core enterprise systems such as SAP ECC 6.07, Invoice Tracking System such as			

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Dolphin, EMC Documentum, Custom .Net web applications, SailPoint IIQ using Webmethods				
Technical resources with Documentum EDM: Required experience: 2 Years Documentum Foundation Services (DFS), 2 Years Documentum Foundation Classes (DFC) Desirable experience: 3 years SOAP based web services experience, 1 year REST services experience, 1 year Captiva 7.1 experience , 1 year Documentum D2FS experience				
Technical resources with Web Applications: Required Experience: 3-years experience integrating with SaaS solutions				

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using web methods ESB				
ECC/Ariba: Required experience: 2-3 Years of Ariba CI 6+ Expertise integrating Ariba solution with software AG web methods 9.X with experience integrating to SAP MM				
Training designers skilled in using the ADDIE model on projects of similar scope and timeline				
Training facilitators experienced with projects of similar scope and timeline				
Utilities experience and experience with downstream Ariba modules and Spend				
Expertise in best practice accounts payable invoice to pay automation & integration with an Invoice Tracking System (such as Dolphin).				
A clearly				

defined, well developed, and practically applied strategy for transforming invoice-to-pay processes to align with accounts payable best practices			
In-depth experience working with organizations to improve accounts payable			

16.8.5 Evaluation Criteria 5   Technical Approach

11. Describe your recommended approach addressing the items listed below and any other items you believe are relevant.

   a. Project kickoff
   b. Sessions to develop detailed requirements
   c. Sessions to determine design

Response:

12. Describe your recommended approach for development of documentation (for example, requirements, design, operational communication support plan, testing documentation, training documentation, security plan).

Response:

13. Describe your recommended approach for development and integration of the solution.

Response:

14. Describe your recommended approach for testing.

Response:

15. Describe your recommended approach for training and how you will incorporate changes from testing into the training documentation. Describe any innovations that you may incorporate in your training approach.

Response:

16. Describe your recommended approach for launch and support.

Response:

17. Describe your project management plan.

Response:

18. Please provide your proposed schedule that includes milestones, key deliverables, all resource requirements (including SMUD), RACI, and estimated timelines for the Ariba Solution implementation and associated assumptions.

Response:

19. Please provide a detailed diagram of the architecture with descriptions depicting the integration points that Proposer recommends for the scope of this project.

Response:

20. Please provide a list of all integration events in a spreadsheet that you have assumed in scope. Against each row identify which integration method i.e. Web Methods, manual etc. Assume no PI, MDG. Call out where you know that WebMethods is not a good fit and suggest alternative with reason. Include SM 2.0 as an option.

Response:

21. Describe how your implementation approach will accomplish SMUD's goals and business value realization as set forth in this RFP. Please provide examples of documentation developed during similar implementations, such as design documents and training materials.

Response:

22. Provide examples of accelerators and templates you propose to use for this implementation.

Response:

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16.8.6 Evaluation Criteria 6   Commercial Terms (Price) and Compliance with SMUD's Contractual Terms

1. This section includes the cost information contained in the Bid Schedule section of this Request for Proposal.

2. The Proposer shall note all exceptions taken to this Request for Proposal including the contract terms and conditions of the contract included in the Sample Contract section of this Request for Proposal.   SMUD reserves the right to reject any proposal based on noncompliance with the attached contract terms and conditions.

Response:

16.9. BID SCHEDULE

RFP No. 170065.MP

In accordance with this Request for Proposal, the Proposer agrees to provide the services described in the Scope of Services, at the fixed fee shown in this Schedule.

The quantities shown below are approximate only and being given as a basis for the comparison of proposals. SMUD does not, expressly, or by implication, propose or agree that the actual quantities of work will correspond therewith, but reserves the right to increase or decrease the amount of any portion of the work shown, or to omit portions of said work, as may be deemed advisable by SMUD. Payment will be made on the basis of quantities actually performed.

Attachment 1, DETAILED PRICING MATRIX (included as a separate Excel file), must be submitted, and the totals from each table entered into the BID SCHEDULE below.

This project must be bid as a FIXED FEE. Milestone payments will be mutually agreed with the successful proposer.

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT
IMPLEMENTATION – INCLUSIVE OF TRAVEL AND EXPENSES – FIXED FEE					
1.	Sourcing Module	1	Lump Sum	XXXXX	$
2.	Pipeline Tracking	1	Lump Sum	XXXXX	$
3.	Contracts	1	Lump Sum	XXXXX	$
4.	SIPM	1	Lump Sum	XXXXX	$
5.	Docusign	1	Lump Sum	XXXXX	$
6.	Spend Visibility	1	Lump Sum	XXXXX	$
7.	Procure to Pay	1	Lump Sum	XXXXX	$
8.	Discount Professional	1	Lump Sum	XXXXX	$
9.	Document Automation	1	Lump Sum	XXXXX	$
10.	TOTAL IMPLEMENTATION FEE (Total of Line Items 1-10)				$
11.	Other costs required for implementation, but not captured in items 1-9 above (Please describe in A below)	1	Lump Sum	XXXXX	$
12.	TOTAL OF LINES 10-11				$

Note: SMUD's evaluations for award will include SEED Price Advantage calculations

A. Please provide detail about any items in Item 12 above

In case of discrepancy between the words and numbers of the bid price, the words shall govern. In case of discrepancy between the unit prices bid and the extensions thereon, the unit prices

shall govern. In case of an error in the addition of the total bid amount for all bid items the corrected total shall govern.

The rates proposed above shall remain fixed for the duration of the contract unless otherwise approved in writing by SMUD.

PROPOSER:

Company:		
Street Address:		
City:	**State:**	**Zip:**
Signed:		
Print Name:		
Title:		
Telephone:	**Fax:**	
Email:	**Date:**	

17. SAMPLE CONTRACT

Note: The Sample Contract is attached as a separate document.