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**City of Seattle**

**Request for Proposal # DIT-3604**

**Governance, Risk and Compliance (GRC) Software and Implementation Services**

**Closing Date & Time: 6/27/16, 2:00 PM PST**

**TABLE 1 – SOLICITATION SCHEDULE**

|  |  |
| --- | --- |
| **Event** | **Date** |
| RFP Issued | 5/26/2016 |
| Pre-Proposal Conference (optional) | 6/7/2016 10:00 AM |
| Deadline for Questions | 6/15/2016 |
| Proposals Due to the City | 6/27/2016 2:00 PM |
| Announcement of Finalists | 7/15/2016\* |
| Software Demonstrations & Interviews | Week of 8/1/2016 |
| Announcement of Successful Proposer | 8/15/2016 |
| Contract  Award | 9/15/2016 |
| “Go Live” | 12/15/16 |

\*Estimated dates

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

***PROPOSALS MUST BE RECEIVED ON OR BEFORE THE DUE DATE AND TIME AT THE LOCATIONS SHOWN IN SECTION 11.8. MARK THE OUTSIDE OF YOUR MAILING PACKAGE INDICATING RFP #DIT-3604***

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

# INTRODUCTION

The purpose of this Request for Proposal (RFP) is to acquire a Governance, Risk and Compliance (GRC) software solution and implementation services that will enhance the ability of the City of Seattle (“City”) to maintain compliance with industry regulatory requirements, federal regulatory requirements, applicable laws and security expectancies. The City will entertain proposals for both Software-as-a-Service (SaaS) and Licensed Software solutions. The tool must be able to implement the NIST 800-53 control set and align PCI DSS, NERC, HIPAA and CJIS requirements.

The Vendor must provide an effective and carefully structured approach to implement its proposed GRC tool. In this context, implementation refers to all efforts required to provide a complete a functioning system and prepare the City to use it effectively. This includes technology and implementation planning, detailed design, interfaces, software integration, configuration, designing minimal software modifications, testing, training, conversion assistance, end user and technical documentation, project management, and post-implementation warranty and support, from a qualified Vendor at a firm, fixed price.

The City expects to implement the GRC tool in September 2016 with an estimate 50 users. The desired “Go Live” date is December 15, 2016.

The City intends to award to the highest ranked Vendor. Vendor means the “prime contractor”. The prime may have subcontractors.

# OBJECTIVES

The primary objective is to enhance the City’s ability to maintain compliance with regulatory, federal and security requirements. The City plans to achieve this objective by procuring and implementing a GRC software solution.

The GRC software solution is expected to:

* Provide a platform to mature the City’s GRC efforts going forward.
* Provide a high level of availability, security, and reliability.
* Be highly configurable, allowing the City to meet current and future needs without extensive software customization.
* Provide a high level of user satisfaction and position the City to use this technology to improve GRC performance and efficiency.
* Allow easy access to the data for report and query generation without the need for a programming specialist.
* Support a high degree of integration with source systems, such as IT asset inventories, Active Directory and the City’s HR database (PeopleSoft).

The City expects to enter into a long-term business relationship with a GRC Vendor that:

* Is the manufacturer or a certified reseller of the GRC tool it is proposing
* Has a history of successful implementation of the tool in agencies of similar size and complexity as the City.
* Has a long-term commitment to the GRC community.
* Has qualified and experienced project staff to assign to the City’s project for the duration of the entire implementation.
* Commits to long-term customer support on a next business day response.

# BACKGROUND

The City of Seattle is accountable to several regulatory standards (PCI DSS, CJIS, HIPAA and NERC-CIP and Privacy). The City must comply with all and be able to demonstrate its compliance and adjust to regulatory changes. Performance against these Standards is subject to periodic audits by industry and federal regulators. Failure to maintain full compliance with the reliability Standards can result in considerable financial penalties and/or loss of services provided to Seattle residents. The City passed its 2015 PCI DSS Report on Compliance (ROC) in June of 2015.

Currently the City does not utilize a holistic, integrated software solution to track, monitor and report compliance with regulatory and security standards. This approach introduces compliance risk due to the challenges associated with maintaining and monitoring activities for multiple standards across multiple systems involving 700 IT professionals.

The City seeks an integrated software solution for the GRC tool that will help the City map policies and controls to external regulations and internal compliance requirements. The GRC tool will help in the assessment of whether the defined controls are in place, working and track remediation efforts if they are not in place. Having a GRC tool in place will help ease the City’s risk assessment and mitigation efforts over time while helping the City report on its compliance with NERC, CJIS, HIPPA, PCI, etc. The software solution must be dependable, responsive, commercially available, administratively straightforward, and have a proven track record for managing multiple regulatory standards in organizations with similar size and complexity. It must also be able to harmonize these Standards with NIST 800-53 to provide a unified approach to security compliance.

In 2015, the City established the IT Compliance Office to execute a formal and comprehensive IT Compliance Program. The IT Compliance Program is designed to achieve and maintain compliance with all regulatory standards, foster a culture of compliance, and support the City’s ability to deliver reliable services to its customers. This Program is led by the Sr. IT Compliance Program Manager.

The City’s IT Compliance Team is responsible for developing and maintaining an IT environment that complies with the City’s policies and procedures, and honors the commitments it makes to external stakeholders. Compliance verifies that controls are implemented to adequately mitigate risk, assesses control effectiveness, works with external auditors to assess the IT environment, and manages remediation to correct identified weaknesses.

The IT Compliance Program uses the NIST 800-53 framework to build out its control set and harmonize with regulatory standards to promote an effective and sustainable compliance program.

The City intends to use the GRC software solution to facilitate the management of the people, controls, events, documents and activities associated with IT Compliance. The tool will manage administrative, physical and technical safeguards.

1. **CONTRACT TERM**

The term of the awarded contract shall be for a period of five (5) years effective from the date of contract execution. Continuous one-year extensions shall continue thereafter for maintenance, support and for any future Work Orders. Such extensions shall be automatic, and shall go into effect without written confirmation, unless the City provides advance notice of the intention to not renew. The Vendor may provide also provide a notice to not extend, but must provide such notice at least 45 days prior to the otherwise automatic renewal date.

# MINIMUM QUALIFICATIONS

The following are the minimum qualifications and licensing requirements that the Vendor must meet for their proposal submittal to be eligible for evaluation. The City requires that you complete the Minimum Qualifications attachment in section 11. The RFP Coordinator may determine minimum qualification by reading that single document alone, so the submittal should be sufficiently detailed to clearly show how you meet the minimum qualification without looking at any other material. Those that are not clearly responsive to these minimum qualifications shall be rejected by the City without further consideration:

1. The Vendor has provided its proposed IT compliance software solution and implementation services to at least three other organizations subject to multiple regulatory standards and of similar size and complexity as the City of Seattle within the past 5 years.
2. Vendor has implemented the IT compliance software solution based on the NIST 800-53 framework.

# MANDATORY TECHNICAL REQUIREMENTS

The following are mandatory technical requirements that the Vendor must meet for the proposal to remain eligible for consideration. The Vendor must clearly show that the product or service meets these mandatory technical requirements. The City requires that you complete the Mandatory Technical Requirements attachment in section 11. The RFP Coordinator may determine mandatory technical requirements by reading that single document alone, so the submittal should be sufficiently detailed to show how the Vendor meets the mandatory technical requirements without looking at any other material. Proposals not clearly responsive to these mandatory technical requirements shall be rejected by the City without further consideration:

**Architecture and Interfaces (All Solutions)**

1. System operates within a Windows environment.
2. System has the ability to integrate / interact with standard Microsoft Office products (Office 365) including Word, Excel, Access, Outlook (email and calendar), Exchange On-line, OneDrive for Business, Visio and SharePoint On-line.

**Security and Authentication (All Solutions)**

1. Vendor must be able to demonstrate it has implemented a comprehensive security model that meets the requirements of ISO27001, Cobit 5, NIST 800-53 or another comparable framework.
2. System supports at least 128-bit encryption (256-bit or higher is preferred) TLS 1.1 or higher.
3. System supports role based access.
4. The system uses Active Directory for Authentication.

**Other Requirements (SaaS Only)**

1. If the solution is SaaS solution, the Vendor will provide the most recent copy of their SSAE16 SOC 2 report.

**Other Requirements (On-Premise Solutions Only)**

1. Solution runs on current version of Windows 64 bit and current version Microsoft browsing technology.
2. Solution runs on Nutanix Virtual Computing Platform/VMWare ESXi 5.5 or X86 Dell hardware.
3. Solution runs on Microsoft Server 2012 R2 or Linux Redhat Enterprise Linux (RHEL) 7.x or higher versions.
4. Solution runs on SQL Server 2012 SP2 or Oracle 12c or higher.

# MINIMUM LICENSING AND BUSINESS TAX REQUIREMENTS

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

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

**Seattle Business Licensing and associated taxes.**

1. If you have a “physical nexus” in the city, you must obtain a Seattle Business license and pay all taxes due before the Contract can be signed.
2. A “physical nexus” means that you have physical presence, such as: a building/facility located in Seattle, you make sales trips into Seattle, your own company drives into Seattle for product deliveries, and/or you conduct service work in Seattle (repair, installation, service, maintenance work, on-site consulting, etc.).
3. We provide a Vendor Questionnaire Form in the submittal package items later in this RFP, and it will ask you to specify if you have “physical nexus”.
4. All costs for any licenses, permits and Seattle Business License taxes owed shall be borne by the Vendor and not charged separately to the City.
5. The apparent successful Vendor must immediately obtain the license and ensure all City taxes are current, unless exempted by City Code due to reasons such as no physical nexus. Failure to do so will result in rejection of the bid/proposal.
6. Self-Filing You can pay your license and taxes on-line using a credit card <https://dea.seattle.gov/self/>
7. For Questions and Assistance, call the Revenue and Consumer Affairs (RCA) office which issues business licenses and enforces licensing requirements. The general e-mail is [rca@seattle.gov](mailto:rca@seattle.gov). The main phone is 206-684-8484, or call RCA staff for assistance (Anna Pedroso at 206-615-1611, Wendy Valadez at 206-684-8509 or Brenda Strickland at 206 684-8404).
8. The licensing website is <http://www.seattle.gov/rca/taxes/taxmain.htm>.
9. The City of Seattle website allows you to apply and pay on-line with a Credit Card if you choose.
10. If a business has extraordinary balances due on their account that would cause undue hardship to the business, the business can contact our office to request additional assistance. A cover-sheet providing further explanation, along with the application and instructions for a Seattle Business License is provided below for your convenience.
11. Those holding a City of Seattle Business license may be required to report and pay revenue taxes to the City. Such costs should be carefully considered by the Vendor prior to submitting your offer. When allowed by City ordinance, the City will have the right to retain amounts due at the conclusion of a contract by withholding from final invoice payments.

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

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

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

# SCOPE OF WORK

## Project Solution Options.

1. SaaS Solution
2. On-Premise Solution

Vendors may propose one or both options listed above, but a separate proposal will be required for each option.

## Implementation Scope – Elements.

At a high level, the scope of the project includes the following:

* 1. Development of a mutually agreed upon project plan and shared project management.
  2. Configuration or software modifications as needed.
  3. Installation and testing based on needed functionality.
  4. Migration of existing data to the new application.
  5. Integration with existing HR data, asset data and Active Directory.
  6. User provisioning and security.
  7. Training IT Compliance Staff on system use.

**Required and Optional Modules.**

The GRC Tool is **required** at a minimum to include the Risk Assessment, Compliance Management and Regulatory Change modules. **Optional** modules are but not limited to Policies & Exceptions, Controls Testing, Vendor Risk Management, Internal Audit Management, Incident Management, Security Assessment, Business Continuity, Threat & Vulnerability Management, Document Management, Training Management, Issue Management, Reporting/Dashboards, and Workflow modules. The City may purchase any of these additional modules at any time during this contract. The City prefers a tool that offers the purchase of modules separately but recognizes that some software solutions package all of the modules together and do not offer modules separately. Software with both itemized and packaged modules will be considered.

|  |  |  |  |
| --- | --- | --- | --- |
| **Must Be Included** |  | **Optional** | |
| Risk Assessment |  | Policies & Exceptions | Business Continuity |
| Compliance Management |  | Controls Testing | Threat & Vulnerability Management |
| Regulatory Change Management |  | Vendor Risk Management | Document Management |
|  |  | Internal Audit Management | Training Management |
|  |  | Incident Management | Issue Management |
|  |  | Security Assessment | Reporting/Dashboards |
|  |  | Workflow |  |

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# INDEPENDENT CONTRACTOR AND CITY SPACE REQUIREMENTS

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

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

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

# BACKGROUND CHECKS

**Background Checks and Immigrant Status**

The City has strict policies regarding the use of Background checks, criminal checks and immigrant status for contract workers. The policies are incorporated into the contract and available for viewing on-line at <http://www.seattle.gov/city-purchasing-and-contracting/social-equity/background-checks>.

# INSTRUCTIONS TO PROPOSERS

## Proposal Procedures and Process.

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

## Communications with the City.

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

Presley Palmer, CPPB

206-233-7158

Presley.Palmer@seattle.gov

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

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

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

## Pre-Proposal Conference.

The City shall conduct an optional pre-proposal conference on the time and date provided in page 1**,** at the City Purchasing Office, 700 5th Avenue, Suite 4112, Seattle. Though the City will attempt to answer all questions raised during the pre-proposal conference, the City encourages Vendors to submit questions Vendors would like addressed at the pre-proposal conference to the RFP Coordinator, preferably no later than three (3) days in advance of the pre-proposal conference. This will allow the City to research and prepare helpful answers, and better enable the City to have appropriate City representatives in attendance.

Those unable to attend in person may participate via telephone. The following is information for the conference bridge for Vendors interested in participating via conference call. Contact the RFP Coordinator at least two days in advance of the conference, to confirm you will be attending by phone.

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Click 🡪 [Join Skype Meeting](https://meet.seattle.gov/presley.palmer/TP8814P7) from your computer to join using your headset

|  |
| --- |
| or |

Join by phone

[206-386-1200](tel:206-386-1200) (US) English (United States)

[844-386-1200](tel:844-386-1200) (US) English (United States)

[Find a local number](https://dialin.seattle.gov)

Conference ID: 6336684

[Forgot your dial-in PIN?](https://dialin.seattle.gov) |[Help](http://o15.officeredir.microsoft.com/r/rlidLync15?clid=1033&p1=5&p2=2009)

Proposers are not required to attend in order to be eligible to submit a proposal. The purpose of the meeting is to answer questions potential Proposers may have regarding the solicitation document and to discuss and clarify any issues. This is an opportunity for Proposers to raise concerns regarding specifications, terms, conditions, and any requirements of this solicitation. Failure to raise concerns over any issues at this opportunity will be a consideration in any protest filed regarding such items that were known as of this pre-proposal conference.

**Questions.**

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

## Changes to the RFP/Addenda.

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

## Bid Blog

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

## Receiving Addenda and/or Question and Answers

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

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

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

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

## Proposal Submittal Instructions

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

## Proposal Delivery Instructions

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

**TABLE 2 –PROPOSAL DELIVERY ADDRESS**

|  |  |
| --- | --- |
| **Physical Address (courier)** | **Mailing Address (For U.S. Postal Service mail)** |
| City Purchasing and Contracting Services Div.  Seattle Municipal Tower  700 Fifth Ave Ste. 4112  Seattle, WA 98104-5042  Attention: Presley Palmer  Re: **RFP-DIT-3604 GRC Software and Implementation Services** | City Purchasing and Contracting Services Div.  Seattle Municipal Tower  P.O. Box 94687  Seattle, WA 98124-4687  Attention: Presley Palmer  Re: **RFP-DIT-3604 GRC Software and Implementation Services** |

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

Late Submittals*:*

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

**No Reading of Prices**

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

## Offer and Proposal Form

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

**No Best and Final Offer**

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

## Contract Terms and Conditions

The contract that has been adopted for the City Technology projects is attached and embedded on the last page of this RFP Solicitation. Proposers are responsible to review all specifications, requirements, Terms and Conditions, insurance requirements, and other requirements herein. To be responsive, Vendors must be prepared to enter into a Contract substantially the same as the attached Contract. The Vendor’s failure to execute a Contract substantially the same as the attached Contract may result in disqualification for future solicitations for this same or similar products/services.

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

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

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

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

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

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

**Prohibition on Advance Payments**

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

**Partial and Multiple Awards**

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

**Prime Contractor**

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

**Seattle Business Tax Revenue Consideration**

SMC 20.60.106 (H) authorizes that in determining the lowest and best bid, the City shall consider the tax revenues derived by the City from its business and occupation, utility, sales and use taxes from the proposed purchase.   The City of Seattle’s Business and Occupation Tax rate varies according to business classification. Typically, the rate for services such as consulting and professional services is .00415% and for retail or wholesale sales and associated services, the rate is .00215%. Only vendors that have a City of Seattle Business License and have an annual gross taxable Seattle income of $100,000 or greater are required to pay Business and Occupation Tax. The City will apply SMC 20.60.106(H) and calculate as necessary to determine the lowest bid price proposal.

## Taxes

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

## Inter-local Purchasing Agreements

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

## Equal Benefits

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

**Affirmative Efforts for Women and Minority Subcontracting**

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

If the City believes there is meaningful subcontracting opportunity, the solicitation will require you to submit an Inclusion Plan, which will be a material part of the bid and contract. The Plan must be responsible in the opinion of the City, which means a meaningful and successful search and commitments to include WMBE firms for subcontracting work when applicable. They City reserves the right to improve the Plan with the winning Bidder before contract execution. Performance will be a material contract provision.

Bidders should use whatever selection methods and strategies the Bidder finds effective for successful WMBE participation. The City may reject bids that do not provide a substantial responsive Plan with an intentional and responsible commitment. The City may use availability based on City analysis, or may use comparative participation from other incoming bids to establish a baseline of responsible efforts.

At the request of the City, Vendors must furnish evidence of the Vendor's compliance, including documentation such as copies of agreements with WMBE subcontractor either before contract execution or during contract performance.

The winning Bidder must request written approval for changes to the Inclusion Plan once it is agreed upon before contract execution. This includes goals, subcontract awards and efforts. See the attached Contract.

**Paid Sick Time and Safe Time Ordinance**

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

## Insurance Requirements

Insurance requirements presented in the Contract shall prevail. If formal proof of insurance is required to be submitted to the City before execution of the Contract, the City will remind the apparent successful proposer in the Intent to Award letter. The apparent successful proposer must promptly provide such proof of insurance to the City in reply to the Intent to Award Letter. Contracts will not be executed until all required proof of insurance has been received and approved by the City.

Vendors are encouraged to immediately contact their Broker to begin preparation of the required insurance documents, in the event that the Vendor is selected as a finalist. Proposers may elect to provide the requested insurance documents within their Proposal.

## Effective Dates of Offer

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

## Proprietary Materials

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

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

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

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

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

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

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

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

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

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

## Requesting Disclosure of Public Records

The City asks bidders and their companies to refrain from requesting public disclosure of bids until an intention to award is announced. This measure is intended to protect the integrity of the solicitation process particularly during the evaluation and selection process or in the event of a cancellation or re-solicitation. With this preference stated, the City will continue to be responsive to all requests for disclosure of public records as required by State Law. If you do wish to make a request for records, please address your request in writing to: Julie Salinas at [Julie.Salinas@seattle.gov](mailto:Julie.Salinas@seattle.gov).

## Cost of Preparing Proposals.

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

**Readability**

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

## Proposer Responsibility

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

## Changes in Proposals

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

**Proposer Responsibility to Provide Full Response**

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

## Errors in Proposals

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

**Withdrawal of Proposal**

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

## Rejection of Proposals, Right to Cancel

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

## Incorporation of RFP and Proposal in Contract

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

## Non-Endorsement and Publicity

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

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

## Proposal Disposition

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

**Ethics Code**

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



**No Gifts and Gratuities**

Vendors shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work, or meals) to any City employee, volunteer or official, if it is intended or may appear to a reasonable person to be intended to obtain or give special consideration to the Vendor. An example is giving tickets to a City employee that was on the evaluation team of a bid you plan to submit. The definition of what a “benefit” would be is very broad and could include not only awarding a contract but also the administration of the contract or the evaluation of contract performance. The rule works both ways, as it also prohibits City employees from soliciting items of value from vendors. Promotional items worth less than $25 may be distributed by the vendor to City employees if the Vendor uses the items as routine and standard promotions for the business.

**Involvement of Current and Former City Employees**

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

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

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

**No Conflict of Interest**

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

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

Elected officials and candidates are prohibited from accepting or soliciting campaign contributions from anyone having at least $250,000 in contracts with the City in the last two years or who has paid at least $5,000 in the last 12 months to lobby the City. Please see Initiative 222, or call the Ethics Director with questions. For questions about this measure, contact: Polly Grow, Seattle Ethics and Elections, 206-615-1248 or [polly.grow@seattle.gov](mailto:polly.grow@seattle.gov)

**Registration into City On-line Business Directory**

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

# PROPOSAL FORMAT AND ORGANIZATION

**General Instructions**:

###### Number all pages sequentially. The format should follow closely that requested in this RFP.

###### The Proposer must submit seven (7) hardcopy sets of all proposal documents; one (1) set clearly marked original and six (6) sets clearly marked copy, as well as one (1) electronic version. If your response contains proprietary information, please submit one (1) additional redacted electronic copy of your proposal.

###### All pricing is to be in United States dollars.

###### Please double-side your submittal.

###### The City will consider supplemental brochures and materials. Proposers are invited to attach any brochures or materials that will assist the City in evaluation

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

**Preferred Paper and Binding**

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

###### City seeks and prefers submittals on 100% PCF paper, consistent with City policy and City environmental practices. Such paper is available from Keeney’s Office Supply at 425-285-0541 or Complete Office Solutions at 206-650-9195.

###### Please do not use any plastic or vinyl binders or folders. The City prefers simple, stapled paper copies. If a binder or folder is essential due to the size of your submission, they are to be fully 100% recycled stock. Such binders are also available from Keeney’s Office Supply or Complete Office Solutions.

**Proposal Format**

Submit your proposal in the following format and attachments as follows:

* **Legal Name Verification** **(optional):** Submit a certificate, copy of web-page, or other documentation from the Secretary of State in which you incorporated that shows your legal name as a company. Many companies use a “Doing Business As” name or nickname in their daily business. However, the City requires the legal name of your company, as it is legally registered. When preparing all forms below, be sure to use the proper company legal name. Your company’s legal name can be verified through the State Corporation Commission in the state in which you were established, which is often located within the Secretary of State’s Office for each state. <http://www.coordinatedlegal.com/SecretaryOfState.html>
* **Vendor Questionnaire (mandatory):** The Vendor Questionnaire includes the Equal Benefits Compliance Declaration and the City Non-Disclosure Request that will allow you to identify any items that you intend to mark as confidential. Submit the questionnaire with your response, even if you sent one in to the City for a previous solicitation.



* **Inclusion Plan (mandatory):** The City finds that this Solicitation has the opportunity for significant subcontracting with woman and minority-owned firms, and/or diverse employment.



* **Minimum Qualifications (mandatory):** The determination that you have achieved all the minimum qualifications may be made from the attached sheet alone; the RFP Coordinator is not obligated to check references or search other materials to make this decision. You MUST describe how you meet each requirement. If you fail to describe how you meet the requirement, your proposal may be found unresponsive.



* **Mandatory Technical Requirements (mandatory):** The determination that you have achieved the mandatory technical requirements may be made from the attached sheet alone; the RFP Coordinator is not obligated to check other materials to make this decision. You MUST describe how you meet each requirement. If you fail to describe how you meet the requirement, your proposal may be found unresponsive.



* **Software Manufacturer or Certified/Authorized Reseller of the Proposed Software (mandatory, if applicable):** If the proposer is not the software developer, proposer shall submit with the proposal a current, dated, and signed authorization from the software developer that the proposer is an authorized distributor, dealer or service representative and is authorized to sell the software. Failure to comply with this requirement may result in bid rejection. This includes the certification to license the product and offer in-house service, maintenance, technical training assistance, and warranty services.
* **Hardware List, if proposing an On-premise solution (mandatory, if proposing an on premise solution):** Attach a detailed list of the hardware requirements for all on premise solutions. If necessary, the City will purchase any hardware separately from this solicitation.
* **Security Documentation (mandatory):** Please complete that attached security documentation sheet for your proposed solution. This should include security diagrams and other documentation such as architecture, policies, procedures, etc.



* **Management Response (mandatory):** Please complete the attached sheet.



* **Technical and Functional Response (mandatory if proposing an on premise solution):** Please complete the attached sheet if the proposed solution is on premise.



* **Technical and Functional Response (mandatory if proposing a SaaS solution):** Please complete the attached sheet if the proposed solution is SaaS.



* **Pricing Response (mandatory):** Please complete the attached sheet.



* **References (Required)**: Please complete the attached sheet.



* **Acceptance & Exceptions to City Contract (optional):** Provide a one-page statement that confirms acceptance of the City Contract (including Terms & Conditions), and represents complete review as needed by the Vendor. If the Vendor has a legal office that must review contract prior to signature, the Vendor must clearly confirm that such review is complete.

If Vendor desires exceptions to the City Contract, attach the City Contract that shows the alternative contract language clearly displayed in a track changes mode. You must provide the alternative language, and not simply list an exception you wish to discuss. You may attach a narrative of why each change is to the benefit of the City and any financial impact. Also attach any licensing or maintenance agreement supplements.

PLEASE NOTE: Hosted solutions and On-Premise solutions have different contracts. Please use Attachment #2 for an On-Premise solution and Attachment #3 for a Hosted solution.

###### If you are proposing BOTH solutions (on premise AND hosted), you must submit two separate proposals. The City will not accept one proposal with two pricing options.

**TABLE 3 – SUBMITTAL CHECKLIST**

All Mandatory responses that are applicable to your proposed solution must be included or you proposal will be considered non-responsive. Each complete proposal submittal to the City must contain the following:

|  |  |  |
| --- | --- | --- |
| Legal Name | Optional |  |
| Vendor Questionnaire | Mandatory | Complete attached sheet. |
| Inclusion Plan | Mandatory | Complete attached sheet. |
| Minimum Qualification | Mandatory | You MUST describe how you meet each requirement. If you fail to describe how you meet the requirement, your proposal may be found unresponsive. |
| Mandatory Technical Requirements | Mandatory | You MUST describe how you meet each requirement. If you fail to describe how you meet the requirement, your proposal may be found unresponsive. |
| Software Manufacturer or Certified/Authorized Reseller of the Proposed Software | Mandatory if Applicable | If you are not the software manufacturer, attach your authorization as a certified/authorized reseller of the software. |
| Hardware List | Mandatory if Proposing On Premise | Only provide if the proposed solution is on premise. |
| Security Documentation | Mandatory | Complete attached sheet. |
| Management Response | Mandatory | Complete attached sheet. |
| Technical & Functional Response | Mandatory | PLEASE NOTE: On-premise solutions and SaaS solutions have different Technical & Functional Responses. Please use the correct one. |
| Pricing Response | Mandatory | Complete attached sheet. |
| References | Required | Complete attached sheet by providing a minimum of 3 references. If no references are provided the City reserves the right to contact listed companies in vendor response to the Minimum Qualifications. |
| City Contract Acceptance & Exceptions | Optional | PLEASE NOTE: On-premise solutions and SaaS solutions have different contracts. Please use Attachment #2 for a Non-Hosted solution and Attachment #3 for a Hosted Solution. |

# EVALUATION PROCESS

The evaluation shall be conducted in a multi-tiered approach. Proposals must pass through each step to proceed forward to the next step. Those found to be outside the competitive range, in the opinion of the evaluation team, will not continue forward to the next evaluation round.

**Round 1: Minimum Qualifications and Responsiveness**

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

**Round 2: Mandatory Technical Requirements**

The City will thenreview submittals for initial decisions on responsiveness to the Mandatory Technical Requirements. Those found responsive based on this initial review shall proceed to the next round.

**Round 3: Management, Technical, Pricing & Inclusion Plan Scoring**

The City will evaluate proposals that successfully pass through the previous two Rounds. The City will evaluate proposals using the criteria below. Proposals will be evaluated and scored and the City will decide whether to move forward with only Hosted Solutions, only Non-Hosted Solutions, or both, as determined to be in the best interest of the City. Those proposals whose scores cluster within a competitive range, in the opinion of the evaluation team, shall continue to the next round. The City has the option to find proposals highly deficient in a particular criteria or whose price is significantly higher/lower than the others uncompetitive.

**TABLE 4 – ROUND 3 SCORING**

|  |  |
| --- | --- |
| **Criteria** | **Maximum Points** |
| Management Response | 100 |
| Technical & Functional Response | 400 |
| Security Response | 100 |
| Pricing Response | 300 |
| Inclusion Plan | 100 |
| **TOTAL** | **1000** |

**Round 4: Demonstrations and Interviews**

The City will require that Vendors who remain active and competitive to provide a product demonstration and interview in Seattle. Should only a single Vendor remain active and eligible to provide a demonstration, the City shall retain the option to proceed with a demonstration or may waive this round. Vendors shall be provided a script and then be scheduled for a full demonstration.

This is a stand-alone Round. Scores of this Round alone will determine the Apparent Successful Vendor. Hence, scores in this Round will not be combined with those in Round 3.

The Vendor will submit to the Buyer a list of names and company affiliations who will be performing the demonstration. Vendors invited are to bring the assigned Project Manager that has been named by the Vendor in the Proposal, and may bring other key personnel named in the Proposal. The Vendor shall not, in any event, bring an individual who does not work for the Vendor or for the Vendor as a subcontractor on this project, without specific advance authorization by the City Buyer.

|  |  |
| --- | --- |
| **Criteria** | **Total Possible Points** |
| Demonstrations/Interviews | 200 |
| **TOTAL** | **200** |

**Round 5: Reference Checks (Top Ranked Finalist)**

**References:** The City may contact users of the Vendor’s product and services for references. References will be used on a pass/fail basis. Those Vendors receiving a failed reference may be disqualified from consideration. The City may use any former client, whether or not they have been submitted by the Vendor as references, and the City may choose to serve as a reference if the City has had former work or current work performed by the Vendor. Although the City anticipates completing reference checks at this point in the process, the evaluation committee may contact the client references of the Vendors or other sources in addition to those specifically provided by the Vendor, at any time to assist the City in understanding the product.

|  |  |
| --- | --- |
| **Criteria** | **Total Possible Points** |
| References | Pass/Fail |

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

**Points of Clarification**: Throughout the evaluation process, the City reserves the right to seek clarifications from any Vendor.

**Award Criteria in the Event of a Tie**: In the event that two or more Vendors receive the same Total Score, the contract will be awarded to that Vendor whose response indicates the ability to provide the best overall service and benefit to the City.

# AWARD AND CONTRACT EXECUTION INSTRUCTIONS

The City RFP Coordinator intends to provide written notice of the intention to award in a timely manner and to all Vendors responding to the Solicitation. Please note, however, that there are time limits on protests to bid results, and Vendors have final responsibility to learn of results in sufficient time for such protests to be filed in a timely manner.

**Protests and Complaints**

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

**No Debriefs to Proposers**

The City issues results and award decisions to all proposers, and does not otherwise provide debriefs of the evaluation of their respective proposals.

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

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

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

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

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

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

**Checklist of Final Submittals Prior to Award**

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

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

**Taxpayer Identification Number and W-9**

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

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**Attachments**

The following documents have been embedded within this document. To open, double click on Icon.

**Attachment #1: Insurance Requirements**

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**Attachment #2: Contract & Terms and Conditions – City Hosted Software**

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**Attachment #3: Contract Terms & Conditions – Vendor Hosted Software**

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**Attachment #4: Statement of Work & Service Level Agreement Templates – Vendor Hosted Software**

**(These are only templates and are not meant to be interpreted as final drafts.)**

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