**City of Seattle**

**Seattle Information Technology Department**

**REQUEST FOR PROPOSALS #SIT-160157**

**Telecommunication Systems Replacement Options Analysis**

1. **Schedule.** The following is the estimated schedule of events. The City of Seattle (“City”) reserves the right to modify this schedule at its discretion. Notification of changes will be posted on the City’s website at <http://consultants.seattle.gov/>

|  |  |
| --- | --- |
| RFP Release | September 21, 2016 |
| Deadline for Proposer Questions | September 30, 2016 @ 3pm Pacific |
| Deadline for City Answers | October 5, 2016 @4pm Pacific |
| Written Proposals Due to the City | October 11, 2016 @2pm Pacific |

**Procurement Contact**

Seattle IT Contracting Strategic Advisor: Laura Park – laura.park@seattle.gov – (206) 733-9595

Table 2: Delivery Address

**It is important to use the correct address for the delivery method you chose.**

|  |  |
| --- | --- |
| **Fed Ex & Hand Delivery - Physical Address** | **US Post Office - Mailing Address** |
| Laura Park, IT Contracting Strategic Advisor  Department of Information Technology  700 Fifth Avenue, Suite #2700  Seattle, Washington, 98104 | Laura Park, IT Contracting Strategic Advisor  Department of Information Technology  Seattle Municipal Tower  P.O. Box 94709  Seattle, Washington, 98124-4790 |

Unless authorized by the IT Contracting Strategic Advisor, no other City official or employee may speak for the City regarding this solicitation until award is complete. Any Proposer contacting other City officials or employees does so at Proposer’s own risk. The City is not bound by such information.

# 

# Purpose and Background.

The City of Seattle’s existing phone system is made up of a mix of legacy Nortel and Avaya red product lines. There is a mix of about 11,000 TDM, VoIP, and analog phones (2000 VoIP / 9000 TDM / 1000 analog). The current system supports those 11,000 voice users in more than 30 departments at over 300 discrete locations.

In terms of infrastructure, the City currently has:

* 11 legacy NORTEL PBXs
* two Avaya Aura Contact Center Applications supporting approximately 37 separate Call Centers
* two CallPilot Voicemail systems, one for personal mailboxes and the other for menus and announcements
* approximately 7 Nortel Survivable Gateways
* Avaya Aura base products such as System and Session Manger
* two Audiocodes Mediant 3000 Session Border Controllers.

The PBXs are all networked together via a City owned fiber and City owned Fujitsu SONET ring which delivers T-1 service to each of the PBXs. The PBXs support 5 digit dialing between them. VoIP and related survivable gateways are supported via the City’s Cisco data network.

Telecommunications has advanced significantly since the City of Seattle’s current systems were put in place more than 20 years ago. The new tools available through modern telecommunications systems such as Unified Communications offer the City an opportunity to increase end user productivity and efficiency. Some of these key capabilities include enhancements to voice communications, instant messaging, presence, video conferencing, and data sharing. A modern telecommunications platform will enhance collaboration and productivity throughout the City and reduce costs related to travel, teleconferencing, telephony, and messaging.

In addition to these opportunities, the City is currently faced with several business problems related to its aging and disparate communications systems. The current telephony unit rates are high compared to industry standards, and customer perception is that they aren’t getting the value for what they are being charged. The majority of telephone handsets in the City are 20 or more years old and are due for replacement. The process for telephone moves, additions, and changes is costly and complex due to the requirements of the current system. The servers that host the City’s current voicemail system are running Windows Server 2003, which is no longer supported by Microsoft and does not receive security patches. Finally, the City’s Telephone Management System, Pinnacle, has been experiencing significant issues since its recent upgrade and may be a target for replacement.

As a result, this project is intended to identify options for a renewed telecommunications strategy for the City, and to assist decision makers with selecting a system or components to address the business opportunities and problems identified above. This effort will consist of requirements documentation, options analysis, business case development, RFP development for a solution, and evaluation criteria development for the RFP. This project will stop short of implementing the solution. Its final output will be the selection of another vendor to perform implementation of their solution. The City of Seattle is seeking a qualified professional firm to conduct this work. **Please note that the successful proposer for this body of work will not be able to also bid for the implementation phase.**

It is important to note that the solution must comprehensively address voice and video communication, voice and video conferencing, instant messaging, presence, telephone handsets, analog telephony-connected devices (paging, loud ringing bells, etc.), collaboration, unified messaging, e911, IVR, voicemail, Telephone Management System (Pinnacle) and contact centers. We expect that Unified Communications will be a central component to any solution, and in fact have already chosen Microsoft Skype for Business as the UC client presented to our users. The consultant that performs this project should have experience with UC solutions from multiple vendors, ideally from Cisco and Avaya as well as Microsoft.

# Performance Schedule.

It is estimated that performance period will be October 28, 2016 through April 28, 2017. The term of this contract will end on May 31, 2017 unless mutually extended.

# Solicitation Objectives.

The City expects to select an expert consultant to lead the discovery process for a revised telecommunications system proposal via the following processes:

* Business requirements gathering and documentation
* Technical requirements gathering and documentation
* Solution options definition
* Solution options analysis
* Solution recommendation
* Solution RFP and evaluation criteria development

# Minimum Qualifications.

A Proposer must meet or exceed the minimum qualifications in Attachment A and will be asked to demonstrate these in its proposal. In the event the Proposer does not clearly demonstrate that it meets the minimum qualifications, the proposal shall be rejected.

See Attachment A for Minimum Qualification form.

# Scope of Work

**TASK 1 - Develop understanding of City of Seattle telecom services current state.**  The outcome of this task isa foundation to begin understanding the requirements for atelecommunications system solution for the City.

Work performed under this task will include:

* + Reviewing existing telecom systems documentation
  + Interviewing City Telecom Analysts and other staff
  + Determining telephony applications that need to be supported or migrated

Procedures and materials created for this task will include:

1. Telecommunication services current state/”as-is” document

**TASK 2 - Gather business and technical requirements for telecom services future state.**  The outcome of this task is a clear set of technical and business requirements that will be mapped to the recommended solution features during options analysis in task 3.

Work performed under this task will include:

* + Conducting a canvass of Subject Matter Experts and key stakeholders in the City’s business units to determine what is needed in a telecommunications solution from their perspective
  + Conducting a survey of City of Seattle employees at large to determine what features and functionality they would utilize and most benefit from
  + Conducting more detailed interviews, focus groups, and/or requirements workshops with key stakeholders and business unit representatives in order to create a comprehensive “Voice of the Customer”
  + Suggesting additional requirements based on experience
  + Testing and challenging City staff’s views of requirements
  + Developing detailed use cases across the City’s departments
  + Working to capture unique departmental anomalies that need to be addressed by a telecommunications solution
  + Working with the City’s IT Architect to determine architectural requirements
  + Producing a Business Requirements Document
  + Producing a Technical Requirements Document
  + Producing a Requirements Traceability Matrix to map features to requirements

Procedures and materials created for this task will include:

1. Use Cases
2. Business Requirements Document
3. Technical Requirements Document
4. Requirements Traceability Matrix

**TASK 3 - Define and analyze solution options.** The outcome of this task is a clear and comprehensive telecommunications technology solution for the City.

Work performed under this task will include:

* + Creating a trending analysis report that shows where the telecommunications industry is going in 5 years
  + Researching options from a short list of vendors, to include both hosted and on premise solutions
  + Developing Return On Investment data for options on the short list of vendors
  + Gathering cost estimates of both capital and projected ongoing maintenance costs for solutions that meet the City’s requirements from the short list of vendors
  + Performing a Cost Benefit Analysis from the short list of vendors
  + Working with City staff to score each vendor’s solutions against their ability to meet the business requirements, and also considering technical feasibility, functionality, supportability, and cost effectiveness
  + Producing a Business Case document that details the options considered along with the final recommendation and the reasons why that option was selected
  + Creating an evaluation report with detailed functionality and cost comparison

Procedures and materials created for this task will include:

1. Telecommunications industry trending report
2. Cost Benefit Analysis
3. Business Case

**TASK 4 – Assist with the development of a solution RFP and evaluation criteria.**  The outcome of this task is a successfully documented RFP process to select a vendor for the City’s next generation telecommunications system.

Work performed under this task will include:

* Delivering finalized functional and technical requirements
* Writing a Background Statement
* Defining a list of objectives
* Developing a Scope of Work
* Developing proposal evaluation criteria
* Writing proposal questions
* Identifying list of vendors to solicit proposals from

Procedures and materials created for this task will include:

1. RFP preparation materials

# Contract Modifications.

Consultants shall submit proposals understanding all Contract terms and conditions are mandatory. Response submittal is agreement to the Contract without exception. The City reserves the right to negotiate changes to submitted proposals and to change the City's otherwise mandatory Contract form during negotiations. If the Consultant is awarded a contract and refuses to sign the Contract form, the City may reject the Consultant from this and future solicitations for the same work. Under no circumstances shall Consultant submit its own boilerplate of terms and conditions.

# Procedures and Requirements.

This section details City instructions and requirements for your submittal. The City reserves the right in its sole discretion to reject any Consultant response that fails to comply with the instructions.

**7.1 Registration into the Online Business Directory.**

If you have not previously done so, register at: <http://www.seattle.gov/obd>. The City expects all firms to register. Women- and minority- owned firms are asked to self-identify. For assistance, call 206-684-0383.

## 

## 7.2 Pre-Submittal Conference

Seattle IT shall conduct an optional pre-submittal conference on the time, date, and location provided in page 1. Though Seattle IT will attempt to answer all questions raised during the pre-submittal conference, the Seattle IT encourages Consultants to submit questions Consultants would like addressed at the pre-submittal conference to the Seattle IT Contracting Contact, preferably no later than three (3) days in advance of the pre-submittal conference. This will allow Seattle IT to research and prepare helpful answers, and better enable the Seattle IT to have appropriate representatives in attendance.

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-submittal conference.

**7.3 Questions.**

Proposers may submit written questions to the Seattle IT Contracting Strategic Advisor until the deadline stated on page 1. The City prefers questions be through e-mail to the Seattle IT Contracting Strategic Advisor. Failure to request clarification of any inadequacy, omission, or conflict will not relieve the Consultant of responsibilities under in any subsequent contract. It is the responsibility of the interested Consultant to assure they receive responses to Questions if any are issued.

## 7.4 Changes to the RFP.

The City may make changes to this RFP if, in the sole judgment of the City, the change will not compromise the City’s objectives in this solicitation. Any change to this RFP will be made by formal written addendum issued by the Seattle IT Contracting Strategic Advisor and shall become part of this RFP.

**7.5 Receiving Addenda and/or Question and Answers.**

It is the obligation and responsibility of the Consultant to learn of addenda, responses, or notices issued by the City. Some third-party services independently post City of Seattle solicitations on their websites. The City does not guarantee that such services have accurately provided all the information published by the City.

All submittals sent to the City may be considered compliant with or without specific confirmation from the Consultant that any and all addenda was received and incorporated into your response. However, the Seattle IT Contracting Strategic Advisor reserves the right to reject any submittal that does not fully incorporate Addenda that is critical to the project.

## 7.6 Proposal Submittal.

###### Proposals must be received by the City no later than the date and time on page 1 except as revised by Addenda.

1. All pages are to be numbered sequentially, and closely follow the requested formats.
2. The submitter has full responsibility to ensure the response arrives at the City within the deadline. A response delivered after the deadline may be rejected unless waived as immaterial by the City given specific fact-based circumstances.

**Hard Copy Submittal.**

The Proposer must submit seven (8) hardcopy sets of all proposal documents; one (1) set clearly marked original and six (7) sets clearly marked copy; and one (1) electronic CD/Flash Drive copy. The original and copies shall be in 3-ring binders.

1. Hard-copy responses should be in a sealed box or envelope marked and addressed with the IT Contracting Strategic Advisor’s name, the solicitation title and number. If submittals are not marked, the Proposer risks the response being misplaced and not properly delivered.
2. The Submittal may be hand-delivered or otherwise be received by the IT Contracting Strategic Advisor at the address provided, by the submittal deadline*.* Delivery errors will result without careful attention to the proper address.

## 7.7 License and Business Tax Requirements.

The Consultant must meet all applicable licensing requirements immediately after contract award or the City may reject the Consultant. Companies must license, report and pay revenue taxes for the Washington State business License (UBI#) and Seattle Business License, if required by law. Carefully consider those costs before submitting an offer, as the City will not separately pay or reimburse such costs.

**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 you have physical presence, such as: a building/facility 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 link to the Consultant Questionnaire Form in our 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 Consultant and not charged separately to the City.
5. The apparent successful Consultant(s) 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 cause rejection of the submittal.
6. The City of Seattle Application for a Business License can be found here:

<http://www.seattle.gov/Documents/Departments/FAS/Licensing/Seattle-business-license-application.pdf>

1. You can find Business License Application help here:[http:/www.seattle.gov/licenses/get-a-business-license/license-application-help](http://www.seattle.gov/licenses/get-a-business-license/license-application-help)
2. Self-Filing You can pay your license and taxes on-line using a credit card <https://dea.seattle.gov/self/>
3. For Questions and Assistance, call the Revenue and Consumer Protection (RCP) 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.
4. The licensing website is <http://www.seattle.gov/licenses>
5. The City of Seattle website allows you to apply and pay on-line with a Credit Card if you choose.
6. If a business has extraordinary balances due on their account that would cause undue hardship to the business, the business can contact the RCA office at [rca@seattle.gov](mailto:rca@seattle.gov) to request additional assistance.
7. 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 Consultant 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.

**State Business Licensing.** Before the contract is signed, you must have a State of Washington business license (a “Unified Business Identifier” known as a UBI#). If the State of Washington has exempted your business from State licensing (some foreign companies are exempt and sometimes, the State waives licensing because the company has no physical 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 because of licensing shall be borne by the Consultant and not charged separately to the City. Instructions and applications are at <http://bls.dor.wa.gov/file.aspx> and the State of Washington Department of Revenue is available at 1-800-647-7706.

## Federal Excise Tax. The City is exempt from Federal Excise Tax (Certificate of Registry #9173 0099K exempts the City).

## 7.8 Proposer Responsibility to Provide Full Response.

It is the Proposer’s responsibility to respond that does not require interpretation or clarification by the City. The Proposer is to provide all requested materials, forms and information. The Proposer is to ensure the materials submitted properly and accurately reflects the Proposer’s 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; this does not limit the City right to consider additional information (such as references that are not provided by the Proposer but are known to the City, or past City experience with the consultant), or to seek clarifications as needed.

**7.9 No Guaranteed Utilization.**

The City does not guarantee utilization of any contract(s) awarded through this RFP process. The solicitation may provide estimates of utilization; such information is for Consultant convenience and not a usage guarantee. The City reserves the right to multiple or partial awards, and/or to order work based on City needs. The City may turn to other appropriate contract sources or supplemental contracts, to obtain these same or similar services. The City may re-solicit for new additions to the Consultant pool. Use of such supplemental contracts does not limit the right of the City to terminate existing contracts for convenience or cause.

**7.10 OMITT**

**7.11 Right to Award to next ranked Consultant.**

If a contract is executed resulting from this solicitation and is terminated within 90-days, the City may return to the solicitation process to award to the next highest ranked responsive Consultant by mutual agreement with such Consultant.  New awards thereafter are also extended this right.

**7.12 Negotiations.**

The City may open discussions with the apparent successful Proposer, to negotiate costs and modifications to align the proposal or contract to meet City needs within the scope sought by the solicitation.

## 7.13 Effective Dates of Offer.

Solicitation responses are valid until the City completes award. Should any Proposer object to this condition, the Proposer must object prior to the Q&A deadline on page 1.

## 7.14 Cost of Preparing Proposals.

The City is not liable for costs incurred by the Proposer to prepare, submit and present proposals, interviews and/or demonstrations.

**7.15 Readability.**

The City’s ability to evaluate proposals is influenced by the organization, detail, comprehensive material and readable format of the response.

**7.16 Changes or Corrections to Proposal Submittal.**

Prior to the submittal due date, a Consultant may change its proposal, if initialed and dated by the Consultant. No changes are allowed after the closing date and time.

## 7.17 Errors in Proposals.

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

**7.18 Withdrawal of Proposal.**

A submittal may be withdrawn by written request of the submitter.

## 7.19 Rejection of Proposals.

The City may reject any or all proposals with no penalty. The City may waive immaterial defects and minor irregularities in any submitted proposal.

## 7.20 Incorporation of RFP and Proposal in Contract.

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

**7.21 Independent Contractor.**

The Consultant works as an independent contractor. The City will provide appropriate contract management, but that does not constitute a supervisory relationship to the consultant. Consultant workers are prohibited from supervising City employees or from direct 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.

Contract workers shall not be given City office space unless expressly provided for below, and in no case shall such space be provided for over 36 months without specific authorization from the Seattle IT Contracting Strategic Advisor.

Some project work requires the Consultant to be on-site at City offices. This benefits the City to assure access, communications, efficiency, and coordination. Any Consultant on-site remains a Consultant and not a City employee. No Consultant shall be on-site at a City office for over 36 months, without specific authorization from the City. The Consultant shall notify the City if any worker is within 90 days of a 36 month on-site placement.

The City will not charge rent. The Consultant is not asked to itemize this cost. Instead, the Consultant should absorb and incorporate the expectation of such office space within the Consultant plan for the work and costs. City workspace is exclusively for the project and not for any other Consultant purpose. The Seattle IT Contracting Strategic Advisor 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 Consultant worker does not occupy City workspace as expected, this does not change the contract costs.

## 7.22 Equal Benefits.

Seattle Municipal Code Chapter 20.45 (SMC 20.45) requires consideration of whether Proposers 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 Consultant Questionnaire requested in the Submittal instructions includes materials to designate your equal benefits status.

**7.23 Women and Minority Subcontracting/Inclusion Plan.**

The Mayor’s Executive Order and City ordinance require the maximum practicable opportunity for successful participation of minority and women-owned subcontracts. All proposers must agree to SMC Chapter 20.42, and seek meaningful subcontracting opportunities with WMBE firms.

A Woman and Minority Inclusion Plan, Attachment E is a mandatory submittal with your RFP response, and is provided for you in the Submittal Instruction section of this RFP document. The City requires all vendors to submit an Inclusion Plan. Failure to submit a plan will result in rejection of your RFP response. The inclusion plan will be scored as part of the evaluation. The Inclusion Plan is a material part of the contract. Read the Inclusion Plan carefully; it is incorporated into the contract. At City request, vendors must furnish evidence of compliance, such as copies of agreements with WMBE subcontractors. The plan seeks WMBE business utilization as well as recognizes those companies or respondents that have a unique business purpose for hiring of workers with barriers.

## 7.24 Insurance Requirements.

Any special insurance requirements are provided as an Attachment. If attached, provide proof of insurance to the City before Contract execution. Seattle IT will remind the apparent successful Proposer in the Intent to Award letter. The apparent successful Proposer must promptly provide proof of insurance to the Seattle IT Contracting Strategic Advisor.

Consultants are encouraged to immediately contact their Broker to begin preparation of the required insurance documents, if the Consultant is selected as a finalist. Proposers may elect to provide the requested insurance documents within their Proposal.

## 7.25 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://app.leg.wa.gov/rcw/default.aspx?cite=42.56>.

If you have any questions about disclosure of the records you submit with your bid, please contact the Project Manager named in this document.

## 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 by the Public Records Act 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 the Project Manager named in this document.

**7.26 Ethics Code.**

Please familiarize yourself with the City Ethics code: <http://www.seattle.gov/ethics/etpub/et_home.htm>. For an in depth explanation of the City’s Ethics Code for Contractors, Consultants, Customers and Clients, please visit: <http://www.seattle.gov/ethics/etpub/faqcontractorexplan.htm>. Any questions should be addressed to Seattle Ethics and Elections Commission at 206-684-8500.

**No Gifts and Gratuities**.

Consultants shall not directly or indirectly offer anything (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 Consultant. An example is giving a City employee sporting event tickets to a City employee on the evaluation team of a solicitation to which you submitted. The definition of what a “benefit” would be is broad and could include not only awarding a contract but also the administration of the contract or evaluating contract performance. The rule works both ways, as it also prohibits City employees from soliciting items from Consultants. Promotional items worth less than $25 may be distributed by the Consultant to City employees if the Consultant uses the items as routine and standard promotions for the business.

**Involvement of Current and Former City Employees.**

The Consultant Questionnaire within your submittal documents prompts you to disclose any current or former City employees, official or volunteer that is working or assisting on solicitation of City business or on completion of an awarded contract. Update that information during the contract.

**Contract Workers with over 1,000 Hours.**

The Ethics Code applies to Consultant workers that perform over 1,000 cumulative hours on any City contract during any 12-month period. Any such employee must abide by the City Ethics Code. The Consultant is to be aware and familiar with the Ethics Code accordingly.

**No Conflict of Interest.**

Consultant (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 Consultant performance. The City shall make sole determination as to compliance.

**7.27 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>.

# Response Materials and Submittal.

**Prepare your response as follows. Use the following format and provide all attachments. Failure to provide all information below on proper forms and in order requested, may cause the City to reject your response.**

1. **Letter of interest (optional).**
2. **Minimum Qualifications (Mandatory) – Attachment A:** Complete this page that lists each Minimum Qualification, and exactly how you achieve each minimum qualification. Provide attachments or additional information as requested. Remember that the determination you have achieved all the minimum qualifications is made from this page. The IT Strategic Advisor is not obligated to check references or search other materials to make this decision.
3. **Consultant Questionnaire (Mandatory) - Attachment B:** Submit the questionnaire with your response, even if you sent one in to the City for previous solicitation.

1. **Proposal Response (Mandatory) – Attachment C**: This document details the forms, documents and format for your proposal response to the City.
2. **Cost and Pricing (Mandatory) - Attachment D:** State a firm fixed price, to include all direct, indirect, and overhead expenses, including travel and living expenses, incurred by the Consultant to perform the Work.

**Package Checklist.**

**Your response should be packaged with each of the following. This list assists with quality control before submittal of your final package. Addenda may change this list; check any final instructions:**

1. Letter of Interest (optional)
2. Minimum Qualifications, Attachment A (mandatory)
3. Consultant Questionnaire, Attachment B (mandatory)
4. Proposal Response, Attachment C (mandatory)
5. Cost and Pricing, Attachment D (mandatory)

# Selection Process.

* 1. **STEP 1: Initial Screening**: The City will review submittals for initial decisions on responsiveness and responsibility. Those found responsive and responsible based on this initial review shall proceed to Step 2.
  2. **STEP 2: Proposal Evaluation:** The Evaluation Team will review responses to the Minimum Qualifications, Attachment A. Those proposals found to meet the minimum qualifications will be evaluated using the criteria specified below. Responses will be evaluated and ranked or scored.

**Evaluation Criteria:**

|  |  |
| --- | --- |
| Response to Written Proposal Questions | 30 |
| Response to Financial Proposal | 50 |
| Interview | 20 |
| **TOTAL POINTS** |  |

**9.3 STEP 3: Professional References:** The City may contact one or more professional references that have been provided by the Proposer or other sources that may not have been named by the Proposer but can assist the City in determining performance.

**9.4 STEP 4: Interviews:** The City may interview top scoring firms that cluster within a competitive range, in the opinion of the evaluation team. At the City’s option, the interviews may be in person or on-line. Consultants invited to interviews are to bring the assigned Project Manager named by the Consultant in the Proposal, and may bring other key personnel named in the Proposal. The Consultant shall not bring individuals who do not work for the Consultant or are not on the project team without advance authorization by the IT Contracting Strategic Advisor.

**9.5 STEP 5: Selection:** The City may select the highest ranked Proposer for award as a result of the interview, if any are conducted.

* 1. **STEP 6: Contract Negotiations.** The City may negotiate elements of the proposal to best meet the needs of the City with the apparent successful Proposer. The City may negotiate any aspect of the proposal or the solicitation.

**9.7 Repeat of Evaluation**: If no Consultant 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 active at that step. 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 no proposals meet its requirements.

# Award and Contract Execution.

The Seattle IT Contracting Strategic Advisor will provide timely notice of intent to award to all Consultants responding to the Solicitation.

**Protests to Seattle IT Contracting Strategic Advisor.**

Interested parties that wish to protest any aspect of this RFP selection process provide written notice to the Seattle IT Contracting Strategic Advisor for this solicitation. Note the City shall notify Federal Transit Administration if protesting a solicitation for contracts with FTA funds.

**Instructions to the Apparently Successful Consultant(s).**

The Apparently Successful Consultant(s) will receive Intent to Award Letter from the Project Manager after award decisions are made by the City. The Letter will include instructions for final submittals due prior to execution of the contract.

Once the City has finalized and issued the contract for signature, the Consultant 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 Consultant 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 Consultant, or cancel or reissue this solicitation. Cancellation of an award for failure to execute the Contract as attached may disqualify the firm from future solicitations for this same work.

**Checklist of Final Submittals Prior to Award**.

The Consultant(s) should anticipate the Intent to Award Letter will require at least the following. Consultants are encouraged to prepare these documents ahead of time when possible, to eliminate risks of late compliance.

* Seattle Business License is current and all taxes due have been paid.
* State of Washington Business License.
* Certificate of Insurance (if required)
* Special Licenses (if any)

**Taxpayer Identification Number and W-9.**

Unless the Consultant has already submitted a Taxpayer Identification Number and Certification Request Form (W-9) to the City, the Consultant must execute and submit this form prior to the contract execution date. The W-9 form can be found here: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

**City’s Insurance Requirements**

See Attachment E

**City’s Terms and Conditions**

See Attachment F