,

**City of Seattle**

**Request for Proposal**

**RFP No. MUN-4301**

**MCIS 2.0 Replacement Project**

**Closing Date & Time: June 29, 2018 at 3:00 PM Pacific Time**

1. Solicitation Schedule

|  |  |
| --- | --- |
| **Event** | **Date and Times** |
| RFP Issued | 04/17/2018 |
| Pre-Proposal Conference | 05/03/2018 at 2:00 PM Pacific Time |
| Deadline for Questions | 06/01/2018 at 5:00 PM Pacific Time |
| Sealed Proposals Due to the City | 06/29/2018 at 3:00 PM Pacific Time |
| Demonstrations/Interviews | Due Date + 1 month\* |
| Anticipated Contract Agreement | 12/04/2018\* |

\*Estimated dates

*The City reserves the right to modify this schedule at City discretion. Notification of changes in the response due date will be posted on the City website or as otherwise stated herein.*

*All times and dates are Pacific Time.*

***PROPOSALS MUST BE RECEIVED ON OR BEFORE THE DUE DATE AND TIME SPECIFIED ABOVE IN TABLE 1 AT THE LOCATIONS SHOWN IN SECTION 10.7, Table2.***

***MARK THE OUTSIDE OF YOUR MAILING PACKAGE INDICATING RFP# MUN-4301.***

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

Table of Contents

[1. Introduction 7](#_Toc511735536)

[2. Purpose 7](#_Toc511735537)

[3. Background and Current State Architecture 7](#_Toc511735538)

[3.1. Background 7](#_Toc511735539)

[3.2. Current State Solution Architecture 8](#_Toc511735540)

[4. Objectives 8](#_Toc511735541)

[4.1. Operational Objectives 8](#_Toc511735542)

[4.2. Business and Functional Objectives 8](#_Toc511735543)

[4.3. Technical Objectives 9](#_Toc511735544)

[5. Minimum Qualifications and Certifications 9](#_Toc511735545)

[5.1. Minimum Qualifications 9](#_Toc511735546)

[5.2. Certifications 10](#_Toc511735547)

[5.2.1. Reseller Certification: Certified Reseller (or Factory Authorized Reseller) 10](#_Toc511735548)

[5.2.2. Payment Card Industry Certification 10](#_Toc511735549)

[6. Minimum Licensing and Business Tax Requirements 10](#_Toc511735550)

[6.1. Seattle Business Licensing and Associated Taxes 10](#_Toc511735551)

[6.2. Mandatory State Business Licensing and Associated Taxes 11](#_Toc511735552)

[6.3. Permits 11](#_Toc511735553)

[7. Statement of Work (SOW) and Specifications 11](#_Toc511735554)

[8. Independent Contractor and SMC Space Requirements 11](#_Toc511735555)

[9. Background Checks 11](#_Toc511735556)

[10. Instructions to Vendors 11](#_Toc511735557)

[10.1. Communications with the City 12](#_Toc511735558)

[10.2. Pre-Proposal Conference 12](#_Toc511735559)

[10.3. Questions 12](#_Toc511735560)

[10.4. Changes to the RFP/Addenda 12](#_Toc511735561)

[10.5. Bid Blog 13](#_Toc511735562)

[10.6. Receiving Addenda and/or Question and Answers 13](#_Toc511735563)

[10.7. Proposal Delivery Instructions 13](#_Toc511735564)

[10.7.1. General Instructions 13](#_Toc511735565)

[10.7.2. Late Submittal 14](#_Toc511735566)

[10.8. No Reading of Prices 14](#_Toc511735567)

[10.9. Offer and Proposal Form 14](#_Toc511735568)

[10.10. No Best and Final Offer 14](#_Toc511735569)

[10.11. Contract Terms and Conditions 14](#_Toc511735570)

[10.12. Prohibition on Advance Payments 15](#_Toc511735571)

[10.13. Partial and Multiple Awards 15](#_Toc511735572)

[10.14. Prime Contractor 15](#_Toc511735573)

[10.15. City Business Tax Revenue Consideration 15](#_Toc511735574)

[10.16. Taxes 15](#_Toc511735575)

[10.17. Interlocal Purchasing Agreements 15](#_Toc511735576)

[10.18. Equal Benefits 15](#_Toc511735577)

[10.19. Women and Minority (WMBE) Opportunities 15](#_Toc511735578)

[10.20. Paid Sick Time and Safe Time Ordinance 16](#_Toc511735579)

[10.21. Insurance Requirements 16](#_Toc511735580)

[10.22. Effective Dates of Offer 16](#_Toc511735581)

[10.23. Proprietary Materials 16](#_Toc511735582)

[10.23.1. Marking Vendor’s Records Exempt from Disclosure (Protected, Confidential, or Proprietary) 16](#_Toc511735583)

[10.23.2. Requesting Disclosure of Public Records 17](#_Toc511735584)

[10.24. Cost of Preparing Proposals 17](#_Toc511735585)

[10.25. Readability 17](#_Toc511735586)

[10.26. Vendor Responsibility 17](#_Toc511735587)

[10.27. Changes in Proposals 17](#_Toc511735588)

[10.28. Vendor Responsibility to Provide Full Response 17](#_Toc511735589)

[10.29. Errors in Proposals 18](#_Toc511735590)

[10.30. Withdrawal of Proposal 18](#_Toc511735591)

[10.31. Rejection of Proposals, Right to Cancel 18](#_Toc511735592)

[10.32. Incorporation of RFP and Proposal in Contract 18](#_Toc511735593)

[10.33. Ethics Code 18](#_Toc511735594)

[10.33.1. No Gifts and Gratuities 18](#_Toc511735595)

[10.33.2. Involvement of Current and Former City Employees 18](#_Toc511735596)

[10.33.3. Contract Workers with more than 1,000 Hours 18](#_Toc511735597)

[10.33.4. No Conflict of Interest 19](#_Toc511735598)

[10.33.5. Campaign Contributions (Initiative Measure No. 122) 19](#_Toc511735599)

[10.34. Registration into City Online Business Directory 19](#_Toc511735600)

[10.35. Prohibited Contacts 19](#_Toc511735601)

[11. Proposal Format and Organization 19](#_Toc511735602)

[11.1. General Instructions 19](#_Toc511735603)

[11.2. Preferred Paper and Binding 19](#_Toc511735604)

[11.3. Proposal Format 20](#_Toc511735605)

[12. Evaluation Process 22](#_Toc511735606)

[13. Award and Contract Execution instructions 23](#_Toc511735607)

[13.1. Protests and Complaints 24](#_Toc511735608)

[13.2. Limited Debriefs to Vendors 24](#_Toc511735609)

[13.3. Instructions to the Apparently Successful Vendor(s) 24](#_Toc511735610)

[13.4. Checklist of Final Submittals Prior to Award 24](#_Toc511735611)

[13.5. Taxpayer Identification Number and W-9 24](#_Toc511735612)

[13.6. Other Documents 25](#_Toc511735613)

List of Tables

Table 1. Solicitation Schedule 1

Table 2. Proposal Delivery Address 13

Table 3. Submittal Checklist 21

Table 4. Round 3: Score Criteria 22

Table 5. Demonstration/Interview Scoring 23

# Introduction

The City of Seattle (City), through its Information Technology Department (Seattle IT), seeks a qualified Vendor (Vendor) to provide a court case management system (CMS) for the Seattle Municipal Court (SMC, the Court) to replace the legacy Municipal Court Information System (MCIS 1.0).

The City seeks to select a commercially available system at the core of an integrated solution which will fulfill the requirements of SMC (MCIS 2.0). The City seeks a modern CMS solution that is built on current, sustainable, and proven technology. As the core enterprise solution supporting SMC operations, MCIS 2.0 must be reliable, highly available, recoverable, and secure.

The City will consider all solution architectures and approaches that comply with the Functional and Technical Requirements embedded within the Appendix A Proposal Response in Section 11: Proposal Format and Organization of this RFP. The City will consider ‘hybrid’ solution architectures for MCIS 2.0. The following are hypothetical examples of solution architecture alternatives that Vendors might consider for inclusion in a proposal. Inclusion or exclusion of any particular solution alternative in this list does not indicate any preference by the City.

* MCIS 2.0 architected as a single commercial-off-the-shelf (COTS) product from a single CMS provider.
* MCIS 2.0 architected as a core COTS CMS with integrated third-party COTS solution(s) for particular functions (such as administration of parking infractions, accounts receivable, jury management, interpreter services, and pre and post disposition probation) that may include SMC requirements not fully supported by the core COTS CMS.
* MCIS 2.0 architected as a core COTS CMS with integrated components deployed on a generic case management platform for particular functions (such as administration of parking infractions) that may include SMC requirements not fully supported by the core COTS CMS.

The City seeks firm-fixed price proposals for the acquisition and implementation of all necessary software, hardware, and related services for the integrated solution. The City also seeks five years of maintenance support services (and hosting services, if applicable). The City may choose to procure third-party components (e.g., server infrastructure) directly from the component provider rather than from the Vendor. Vendors may propose different deployment options, including on premise, hosted, or Software-as-a-Service (SaaS). If multiple solution deployment options are proposed by the same Vendor, the City requires the Vendor to provide a separate Request for Proposal (RFP) response for each proposed option.

# Purpose

The purpose of this RFP is to seek proposals from qualified vendors for a state-of-the-art MCIS 1.0 replacement (MCIS 2.0), according to the minimum qualifications and requirements set forth in this RFP.

# Background and Current State Architecture

## Background

SMC is the largest limited jurisdiction municipal court by case volume in Washington State with seven elected judges, five appointed magistrates, and approximately 250 employees. Over the last five years, there was an average of 9,200 criminal cases filed per year at SMC. Over the same time period, the Court also processed an average of 431,000 parking citations, 99,000 traffic camera citations, and 40,000 traffic citations per year. This case and citation volume translated into roughly 55,000 held criminal hearings and 90,000 held infraction hearings annually. SMC collects over 40 million dollars annually associated with the adjudication of parking tickets, traffic infractions, and criminal cases.

The Court’s mission is to provide a forum to resolve alleged violations of the law in a respectful, independent, and impartial manner. SMC handles all misdemeanor and gross misdemeanor crimes, civil infractions, and other offenses authorized under the Seattle Municipal Code and certain Revised Code of Washington Statutes. SMC is mandated by law to provide a continuous permanent record of court case events, including dates, hearings, and outcomes – MCIS 1.0 has provided that record for nearly 30 years.

MCIS 1.0 was developed internally beginning in 1990 using IBM’s Informix platform to capture key court case events, as well as for parking violations, infractions, probation and defendant financial accounts. The Seattle Police Department, City Attorney, King County Department of Public Defense, King County Jail, the Department of Licensing, State Administrative Office of the Courts (AOC), and criminal justice related stakeholders rely on MCIS 1.0 for operational and required record keeping purposes.

Business needs and technology capabilities have evolved considerably in the last three decades; the MCIS 2.0 Replacement Project will replace MCIS 1.0 with a modern, more flexible solution that will support the current and future needs of SMC and the criminal justice community.

SMC is a highly innovative and progressive court with a community-based approach to judicial administration. MCIS 2.0 must be architected to support current SMC caseloads and the anticipated growth associated with the City’s rapidly increasing population, and its innovative leadership approach to advancing criminal justice practices.

## Current State Solution Architecture

The following embedded attachment describes the current state solution architecture. To open the embedded documents, double click on the icon.



# Objectives

## Operational Objectives

Operational imperatives for MCIS 2.0 include the following:

* MCIS 2.0 must align with and promote restorative justice outcomes;
* MCIS 2.0 must improve efficiency through paperless methods and reduce need for screen navigation during routine court processes;
* MCIS 2.0 must have flexible workflow capabilities to support process improvements between all judicial system participants;
* MCIS 2.0 must improve service for the customers of SMC (e.g., public access for payment and adjudication, attorney access for case research, document submittal, case initiation, and mobile application abilities, etc.);
* MCIS 2.0 must provide access to an integrated view of a defendant, sourced from both previous interactions with both SMC and other WA entities (e.g., AOC systems);
* MCIS 2.0 must offer robust financial management capabilities, in particular comprehensive management of receivables, and detailed reporting;
* MCIS 2.0 must provide external portal access (including, but not limited to, payment, document viewing, document submission, etc.);
* MCIS 2.0 must be built on a long-term, sustainable application architecture and technology platform;
* MCIS 2.0 must provide for efficient and loosely coupled integration with external systems;
* MCIS 2.0 must be highly configurable to align with SMC operations;
* MCIS 2.0 must have maintenance and support that is responsive to SMC’s evolving operational needs.

## Business and Functional Objectives

MCIS 2.0 will support various court business functions, including case management, calendaring, document management, interpreter services, jury management, probation, search warrants, and accounting and financial management. Case types include criminal, infractions, and parking violations. While each of SMC’s operational areas have distinct expectations for MCIS 2.0 capabilities, the following overarching project objectives apply:

* Provide a system architecture that allows SMC to be responsive to changes in the law, to City mandates, such as those required by City Budget Office, Seattle Police Department, and City Attorney’s Office, to strategic initiatives, and to the ever-changing business needs of SMC.
* Enhance operational efficiencies by reducing the need for screen navigation (i.e., minimizing the use of multiple windows) during routine court processes, providing intuitive operational workflows, enforcing information consistency and accuracy through automated workflows for quality control, and eliminating the use of paper-based methods to improve current system eFiling, electronic documentation, and notification.
* Provide improved self-service capabilities through the SMC website/portal which allows the public, as well as attorneys, to more effectively complete functions online such as paying a ticket, scheduling a hearing, responding to a jury summons, or accessing case information.
* Provide a comprehensive defendant view by implementing integration capabilities with agencies such as the Washington Department of Licensing, Seattle Police Department, Washington State Patrol, Seattle City Law, as well as flexible defendant and case-centric views to promote effective decision making.
* Provide effective inter-agency exchange of information (e.g., the AOC Electronic Data Repository [EDR] through the Expedited Data Exchange [EDE]) that sustains and improves SMC’s current integration capabilities and supports public safety imperatives.
* Provide robust financial and case management capabilities by improving transparency, efficiently managing revenue, integrating with City financial systems, providing robust analytics capabilities for key operational metrics to help SMC increase flexibility and creatively manage staff, caseloads, and financial transactions, as well as promote SMC values such as the City’s Race and Social Justice Initiative (RSJI), fairness, integrity, and justice.

## Technical Objectives

As a solution within the City, MCIS 2.0 must comply with the following enterprise architecture principles:

* Current: the solution must be founded on current and proven technology, compliant with policies and adherent with industry leading practices.
* Secure: the solution must be designed to facilitate secure computing environments.
* Relevant: the solution must align with business needs and be resilient to change so as to respond quickly to paradigm shifts. The maintenance and support for MCIS 2.0 must be responsive to evolving court operational needs.
* Valuable: the solution must be designed to retain the value of information; this includes data integrity, master data, role-based authorization, and consistency with the applicable court rules pertaining to court records and laws of Washington State.
* Adaptable: the solution must be modular, loosely coupled, and enable services to promote integration flexibility with external systems.

# Minimum Qualifications and Certifications

## Minimum Qualifications

Vendor shall complete the RFP Minimum Qualification Template provided in Section 11: Proposal Format and Organization of this RFP. The RFP Coordinator, who is responsible for all coordination activities around creating and managing the RFP, may determine minimum qualification compliance using only the RFP Minimum Qualification Template; the submittal should be sufficiently detailed to clearly show how the Vendor meets the minimum qualifications without the need to refer to any other materials. Vendors that do not meet these minimum qualifications shall be rejected by the City without further consideration.

The following are minimum qualifications the Vendor must meet for its proposal submittal to be eligible for evaluation:

* Vendor Project Manager must have managed a project of similar size to the MCIS 2.0 Replacement Project.
* Vendor Functional Lead must have a minimum of five (5) years’ experience working with courts.
* Vendor must have completed a minimum of two (2) projects for a public sector entity.
* The core of the proposed MCIS 2.0 solution must currently be in successful production use and have been in production use for a minimum of two (2) years at two (2) clients of the Vendor.

The proposed Vendor team may include subcontractors to fulfill the minimum qualifications.

## Certifications

## Reseller Certification: Certified Reseller (or Factory Authorized Reseller)

If applicable, Vendor, if other than the manufacturer of any third party provided components included in its proposal, shall submit with the proposal a current, dated, and signed authorization from the manufacturer that the Vendor is an authorized distributor, dealer, or service representative, and is authorized to sell the manufacturer's products. Failure to comply with this requirement may result in proposal rejection. This includes the certification to license the product and offer in-house service, maintenance, technical training assistance, and warranty services, including availability of spare parts and replacement units, if applicable.

## Payment Card Industry Certification

If applicable, Vendor shall provide the following:

* Attestation of Compliance - Declaration of the Vendor’s or subcontractor’s compliance as a Level 1 Service Provider. If the Vendor does not have the transaction volume to qualify as a Level 1 Service Provider, the Vendor may submit a Self-Assessment Questionnaire.
* Payment Application Data Security Standard (PA-DSS) Compliance – Payment applications shall be PA-DSS validated by a Payment Application Qualified Security Assessor (PA - QSA) and be verified on Payment Card Industry Security Standards Council’s (PCI SSC) list of PA-DSS validated payment application. Provide copy of or a link to PCI SSC’s list of Vendor’s or subcontractor’s PA-DSS validated payment application.
* PIN Transaction Security (PTS) Devices – Point of Sale (POS) devices and Encrypting PIN Pads (EPPs) used in Kiosks and attended POS devices must be listed on the approved PCI PTS Approved Device List with the version number of security requirements that it was tested against. Provide a copy of Vendor’s or subcontractor’s compliance.

# Minimum Licensing and Business Tax Requirements

The Vendor needs to meet all licensing requirements that apply to their business immediately after contract award or the City may reject the Vendor.

If required by applicable law, the Vendor must license, report, and pay revenue taxes for the City Business License and the Washington State Business License Unified Business Identifier (UBI#). The Vendor should carefully consider those costs before submitting a proposal since the City will not separately pay or reimburse those costs to the Vendor.

## Seattle Business Licensing and Associated Taxes

If the Vendor has a “physical nexus” in Seattle, the Vendor must obtain a City Business License and pay all taxes due before the contract can be signed. A “physical nexus” means that the Vendor has physical presence, such as, a building/facility located in Seattle, the Vendor makes sales trips into Seattle, the Vendor drives into Seattle for product deliveries, and/or the Vendor conducts service work in Seattle (e.g., repair, installation, service, maintenance work, on-site consulting, etc.). The City provides a Vendor Questionnaire Form in Section 11: Proposal Format and Organization of this RFP, asking the Vendor to specify whether there is a “physical nexus”.

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 proposal.

If a business has extraordinary balances due on their account that would cause undue hardship to the business, the business can contact the City Purchasing Office to request additional assistance. A cover-sheet providing further explanation, along with the application and instructions for a City Business License is provided below.

Those holding a City Business License may be required to report and pay revenue taxes to the City. Such costs should be carefully considered by the Vendor before submission of a proposal. When allowed by City Code, the City will have the right to retain amounts due at the conclusion of a contract by withholding from final invoice payments.

The following embedded attachment is an application for a Seattle Business License. To open the embedded document, double click on the icon.



Self-Filing: The Vendor can pay license and taxes on-line using a credit card [www.seattle.gov/self/](http://www.seattle.gov/self/).

The Vendor may call the License and Tax Administration office with questions or to request assistance. The office issues business licenses and enforces licensing requirements. The general e-mail is [tax@seattle.gov](mailto:tax@seattle.gov). The main phone is 206-684-8484.

The licensing website is [www.seattle.gov/licenses](http://www.seattle.gov/licenses).

## Mandatory State Business Licensing and Associated Taxes

Before the contract is signed, the Vendor must provide the City with its State of Washington UBI # and a Contractor License, if required. If the State of Washington has exempted the Vendor’s 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 the Vendor must submit proof of that exemption to the City. All costs for any licenses, permits, and associated tax payments due to the State of Washington 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.

# Statement of Work (SOW) and Specifications

The following embedded statement of work and specifications are incorporated into the resultant contract. To open the embedded documents, double click on the icon.



# Independent Contractor and SMC Space Requirements

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

The City will not charge rent. The Vendor 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. SMC workspace is exclusively for the project and not for any other Vendor purpose. The SMC Project Manager will decide if a City computer, software and/or telephone is needed, and the worker(s) can use basic office equipment such as copy machines. If the Vendor worker(s) does not occupy SMC workspace as expected, this does not change the contract costs.

# Background Checks

Workers that will be performing the work under this contract must successfully pass the City’s and SMC’s background checks. The City has strict policies regarding the use of background checks, criminal checks, immigrant status, and/or religious affiliation 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>.

The SMC background check includes a criminal history background review, fingerprinting, and reference checks.

# Instructions to Vendors

This section details the City’s procedures for the RFP process. The City reserves the right in its sole discretion to reject the proposal of any Vendor that fails to comply with any procedure in this section.

## Communications with the City

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

Marlon R. Franada

206-684-4515

[marlon.franada@seattle.gov](mailto:marlon.franada@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 Vendor 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 Vendor’s own risk. The City will not be bound by any such information, clarification, or interpretation.

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

Contact by a Vendor regarding this RFP 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 specified on the Solicitation Schedule, at the City Purchasing Office, 700 5th Avenue, Suite 4112, Seattle, WA 98104-5042. Though the City will attempt to answer all questions raised during the pre-proposal conference, the City encourages Vendors to submit written 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 Skype. Please use the following contact information:

[Join Skype Meeting](https://meet.seattle.gov/marlon.franada/3CNKW9S1)     

206-386-1200, access code: 8074462 (US)                     English (United States)

844-386-1200, access code: 8074462 (US)                     English (United States)

Conference ID: 8074462 (same as access code above)

Vendors are not required to attend in order to be eligible to submit a proposal. The purpose of the meeting is to answer questions potential Vendors may have regarding the solicitation document and to discuss and clarify any issues. This is an opportunity for Vendors 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 in writing to the RFP Coordinator no later than the date and time specified on the Solicitation Schedule, in order to allow sufficient time for the RFP Coordinator to consider the question before the proposals are due. The City prefers such questions to be through e-mail directed to the RFP Coordinator’s 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 Vendor to ensure that the Vendor has 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 objectives of the MCIS 2.0 Replacement Project. 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 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 Bid Blog related to this solicitation. The Bid Blog (<http://www.seattle.gov/city-purchasing-and-contracting/city-purchasing>) will provide the Vendor automatic announcements and updates when new materials, addenda, or information is posted regarding the solicitation.

## 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/city-purchasing-and-contracting/city-purchasing>. 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 solicitations on their websites as well. The City does not, however, guarantee that such services have accurately provided vendors with all the information published by the City, particularly addenda or changes to the Solicitation Schedule.

All proposals sent to the City shall be considered compliant to addenda, with or without specific confirmation from the Vendor that addenda was received and incorporated. However, the RFP Coordinator can reject the proposal if it does not reasonably appear to have incorporated addenda. The RFP Coordinator could decide that the Vendor did incorporate addenda information, or could determine that the Vendor failed to incorporate addenda and that the changes were material so that the RFP Coordinator must reject the proposal, or the RFP Coordinator may determine that the Vendor failed to incorporate addenda but that the changes were not material and therefore the proposal may continue to be accepted by the RFP Coordinator.

## Proposal Delivery Instructions

## General Instructions

* 1. Proposals must be received no later than the date and time specified on the Solicitation Schedule or as otherwise amended.
  2. The proposal may be hand-delivered or must otherwise be received by the RFP Coordinator at the address provided below. Please note that delivery errors will result without careful attention to the proper address.

1. 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 Suite 4112  Seattle, WA 98104-5042  Attention: *Marlon R. Franada*  Re: *MCIS 2.0 Replacement Project – MUN-4301* | City Purchasing and Contracting Services Div.  Seattle Municipal Tower  P.O. Box 94687  Seattle, WA 98124-4687  Attention: *Marlon R. Franada*  Re: *MCIS 2.0 Replacement Project – MUN-4301* |

* 1. Hard-copy responses should be in a sealed box or envelope clearly marked and addressed with the City Purchasing and Contracting Services Division, RFP Coordinator, RFP title, and RFP number. Submittals and their packaging (boxes or envelopes) should be clearly marked with the name and address of the Vendor. Refer to Section 11: Proposal Format and Organization for Proposal Format instructions.
  2. If packages are not clearly marked, the Vendor owns all risks of the package being misplaced and not properly delivered.
  3. Fax, e-mail, flash drive, and CD copies will not be an alternative to the hard copy. If a fax, email, flash drive, or CD version is delivered to the City, the hard copy will be the only official version accepted by the City.

## Late Submittal

The Vendor has full responsibility to ensure the response arrives at the City Purchasing address by the deadline. A proposal submitted 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. Proposals 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 does not conduct a proposal opening for RFP responses. The City requests that Vendors refrain from requesting proposal information concerning other Vendors 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 the laws of Washington State.

## Offer and Proposal Form

Vendor 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. Vendor shall quote prices with freight prepaid and allowed. Vendor shall quote prices Free on Board (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 proposal 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’s technology projects is attached and embedded on the last page of this RFP Solicitation. Vendors 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 and requirements in this RFP including terms and conditions that are substantially the same as those included in this RFP.

Any specific areas of dispute with the attached Contract must be identified in the Vendor’s proposal 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, the Vendor must review and identify the language in the City’s attached contract that the 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 the Vendor to submit its licensing and maintenance agreement with the Vendor’s proposal. 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 Vendor to align the proposal to the 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 Vendor 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 Vendor.

## 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 SOW, the City reserves the right to name partial or multiple awards, in the best interest of the City. Vendors are to prepare proposals given the City’s right to 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’s 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.

## City Business Tax Revenue Consideration

Seattle Municipal Code 20.60.106 (H) authorizes that in determining the lowest and best proposal, 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’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 Business License and have an annual gross taxable City income of $100,000 or greater are required to pay Business and Occupation Tax. The City will apply Seattle Municipal Code 20.60.106 (H) and calculate as necessary to determine the lowest price proposal.

## Taxes

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

## Interlocal Purchasing Agreements

This agreement 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 Vendor 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 accepts no responsibility for the payment of the purchase price by other governmental agencies. Should the Vendor require additional pricing for such purchases, the Vendor is to name such additional pricing upon proposal to the City.

## Equal Benefits

Seattle Municipal Code Chapter 20.45 requires consideration of whether Vendors 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 proposal includes a “Vendor Questionnaire” in Section 11: Proposal Format and Organization of this RFP which is the mandatory form on which the Vendor makes a designation about the status of such benefits. If the Vendor does not comply with Equal Benefits and does not intend to do so, the Vendor must still supply the information on the Vendor Questionnaire. Instructions are provided in the Questionnaire.

## Women and Minority (WMBE) Opportunities

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 Vendors to agree to Seattle Municipal Code Chapter 20.42, and will require proposals with meaningful subcontracting opportunities to also supply a plan for including minority and women owned firms.

A Woman and Minority Inclusion Plan is a mandatory submittal with the RFP response, and is embedded within Appendix A Proposal Response in Section 11: Proposal Format and Organization of this RFP. The City requires all Vendors to submit an Inclusion Plan. Failure to submit a plan will result in rejection of the Vendor’s 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 the City’s request, Vendors must furnish evidence of compliance, such as copies of agreements with WMBE subcontractors. The Inclusion Plan seeks WMBE business utilization as well as recognizes those companies or Vendors that have a unique business purpose for hiring of workers with barriers.

## Paid Sick Time and Safe Time Ordinance

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 the City, 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). The City contract specialists may audit payroll records or interview workers as needed to ensure compliance to the ordinance. Vendor may review <http://www.seattle.gov/laborstandards> or 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 highest ranked, apparent successful Vendor in the Intent to Award letter. The highest ranked, apparent successful Vendor 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. Vendors may elect to provide the requested insurance documents within their proposal.

## Effective Dates of Offer

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

## Proprietary Materials

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

The State of Washington’s Public Records Act requires that public records 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).

Vendors 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: <http://www1.leg.wa.gov/LawsAndAgencyRules>.

If the Vendor has any questions about disclosure of the records submitted with its proposal, please contact City Purchasing at (206) 684-0444.

## Marking Vendor’s Records Exempt from Disclosure (Protected, Confidential, or Proprietary)

As mentioned above, all City offices 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 Vendor records submitted to the City as part of the proposal or contract work products are exempt from disclosure, the Vendor can request that they not be released before notification. To do so, Vendor must complete the City’s Non-Disclosure Request Form (the Form) provided by City Purchasing as part of the Vendor Questionnaire embedded within Appendix A Proposal Response in Section 11: Proposal Format and Organization of this RFP, very clearly and specifically identify each record and the exemption(s) that may apply, and submit a copy of the records with the specified exemptions redacted (if the Vendor is 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 the Vendor marked them with a document header or footer, page stamp, or a generic statement that a document is non-disclosable, exempt, confidential, proprietary, or protected. Vendor shall not identify an entire page as exempt unless each sentence is within the exemption scope; instead, Vendor shall identify paragraphs or sentences that meet the specific exemption criteria cited 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 specifically listed on the Form, the City will notify the Vendor in writing of the request and will postpone disclosure. While it is not a legal obligation, the City, as a courtesy, will allow the Vendor up to ten business days to file a court injunction to prevent the City from releasing the records (reference RCW 42.56.540). If the Vendor fails to obtain a court order within the ten days, the City may release the documents.

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

## Requesting Disclosure of Public Records

The City asks Vendors and their companies to refrain from requesting public disclosure of proposals 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 the laws of Washington State. If Vendors wish to make a request for records, please file a request using the City’s Public Records Request Center at <http://www.seattle.gov/public-records/public-records-request-center>.

## Cost of Preparing Proposals

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

## Readability

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

## Vendor Responsibility

It is the Vendor’s responsibility to examine all specifications and conditions thoroughly and comply fully with specifications and all attached terms and conditions. Vendors 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

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

## Vendor Responsibility to Provide Full Response

It is the Vendor’s responsibility to provide a full and complete written response, which does not require interpretation or clarification by the RFP Coordinator. The Vendor is to provide all requested materials, forms, and information. The Vendor is responsible to ensure the materials are submitted properly and accurately reflect the Vendor specifications and offering. During scoring and evaluation (before interviews, if any), the City will rely upon the submitted materials and shall not accept materials from the Vendor 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 Vendor 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

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

## Withdrawal of Proposal

A proposal may be withdrawn by written request of the Vendor, before the proposal closing date and time. After the closing date and time, the proposal 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 Vendor’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 Vendor.

## Ethics Code

Vendors are responsible for being familiar with the Ethics Code: <http://www.seattle.gov/ethics/etpub/et_home.htm>. Embedded below is a pamphlet for Vendors, Customers and Clients. Specific questions should be addressed to the staff of the Seattle Ethics and Elections Commission at 206-684-8500. To open embedded documents, double click on the icon.



## 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 who was on the evaluation team of a proposal the Vendor plans 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, officials, or volunteers, working or assisting on solicitation of City business or on completion of an awarded contract, the Vendor must provide written notice to City Purchasing of the current or former City official, employee, or volunteer’s name. The Vendor Questionnaire in Section 11: Proposal Format and Organization of this RFP prompts the Vendor to answer that question. The Vendor 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 applies to Vendor company workers who 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 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 122 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 Online Business Directory

If the Vendor has not previously completed a one-time registration into the City Online Business Directory, Vendor(s) can register at the following website: <http://www.seattle.gov/html/obd>. The City Online Business Directory is used by City staff to locate contract(s) and identify companies for proposal lists on future purchases. Proposals are not rejected for failure to register, however, if a Vendor is awarded a contract and has not registered, the Vendor will be required to register, or will be added into the system. Women and minority owned firms are asked to self-identify. If assistance is needed, please call 206-684-0444.

## Prohibited Contacts

Vendors shall not interfere in any way to discourage other potential and/or prospective Vendors from proposing or considering a proposal process. Prohibited contacts include, but are not limited to, any contact, whether direct or indirect (i.e., in writing, by phone, email, or other, and by the Vendor or another person acting on behalf of the Vendor) to a likely firm or individual that may discourage or limit competition. If such activity is evidenced to the satisfaction and in sole discretion of City Purchasing Manager, the Vendor that initiates such contacts may be rejected from the process.

# Proposal Format and Organization

The format should follow closely that requested in this RFP.

## General Instructions

* 1. Number all pages sequentially.
  2. The City requires one (1) original, ten (10) copies, and one (1) Flash Drive copy of the proposal.
  3. All pricing is to be in United States dollars.
  4. Please double-side the proposal.
  5. The City will consider supplemental brochures and materials. Vendors are invited to attach any brochures or materials that will assist the City in evaluation.

## Preferred Paper and Binding

The City requests a particular package format, to reduce paper, encourage 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.

* 1. The City seeks and prefers double-sided paper.
  2. The City seeks and prefers submittals on 100% processed chlorine free (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.
  3. 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 the 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

1. **Cover letter**: Provide a cover letter indicating the person authorized to represent and obligate the Vendor for purposes of this solicitation. The cover letter shall be signed by an authorized representative of the Vendor.
2. **Legal Name:** Submit a certificate, copy of webpage, or other documentation from the Secretary of State in which the Vendor is incorporated that shows the Vendor’s legal name as a company. Many companies use a “Doing Business As” name, or a nickname in their daily business. However, the City requires the legal name of the Vendor’s company, as it is legally registered. When preparing all forms below, use the proper company legal name. The Vendor’s company’s legal name can be verified through the State Corporation Commission in the state in which the Vendor was established, which is often located within the Secretary of State’s Office for each state: <http://www.coordinatedlegal.com/SecretaryOfState.html>.
3. **Minimum Qualifications**: This is a mandatory submittal. Vendor shall submit the form embedded below to indicate Vendor’s compliance with the Minimum Qualifications. Vendor shall describe exactly how it achieves each minimum qualification. Determination that the Vendor has achieved all the minimum qualifications is made from this document alone and therefore the City is not obligated to check references or search other materials in the Vendor’s proposal to make this decision. To open embedded documents, double click on the icon.



1. **Reseller Certification, if applicable:** Provide proof of Vendor’s reseller certification.
2. **Payment Card Industry Certifications, if applicable:** Provide Attestation of Compliance. As applicable, also provide proof of (i) PA-DSS Compliance and/or (ii) PTS Compliance.
3. **Vendor Questionnaire:** This is a mandatory submittal. Vendor shall submit the Vendor Questionnaire embedded below even if the Vendor has submitted one to the City on previous solicitations or contracts. To open embedded documents, double click on the icon.



1. **Proposal Response:** This is a mandatory submittal. Vendors shall use the format provided in the embedded document below: Appendix A Proposal Response. Please note that several templates within the Proposal Response are mandatory submittals, including Appendix C – Functional Requirements, Appendix D – Technical Requirements, Appendix E – Price Proposal, and Appendix F – Inclusion Plan. Elements of this response will be scored or ranked by the Evaluation Committee.To open embedded documents, double click on the icon.



1. **References:** Vendor shall provide a minimum of two (2) references but no more than five (5) references in the Customer Reference form embedded below: Customer References. The City prefers references to be for a court and with scale and complexity similar to the MCIS 2.0 Replacement Project (e.g. serving a user population of 250 or more). The City may choose to contact and/or arrange site visits directly with any or all Vendor references. To open embedded documents, double click on the icon.



1. **Security Response**: This is a mandatory submittal. This document will not be scored. Vendor shall provide its response to the Security Response document embedded below. Vendor shall complete the attached security documentation sheet for its proposed solution. This should include security diagrams and other documentation such as architecture, policies, procedures, etc. To open the embedded document, double click on the icon.



1. **PCI Compliance Response**: This is a mandatory submittal. This document will not be scored. Vendor shall provide its response in the PCI Compliance Response document embedded below. This should include security diagrams and other documentation such as architecture, policies, procedures, etc. To open the embedded document, double click on the icon.



1. **Acceptance & Exceptions to the City Contract:** Vendor shall 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, Vendor shall attach a copy of the City contract that shows the alternative contract language. The Vendor must provide a printed out version within the proposal with the Vendor’s suggested new language clearly displayed in a track changes mode. The Vendor must provide the alternative language, and not simply list an exception. The Vendor may attach a narrative of why each change is to the benefit of SMC and any financial impact. Also attach any licensing or maintenance agreement supplements.

As stated earlier in the RFP instructions, the City will not allow a Best and Final Offer. The City will review the proposed language and will thereupon either accept or reject the language. The City will then issue a contract for signature reflecting City decisions. Any exceptions or licensing and maintenance agreements that are unacceptable to the City may be grounds for rejection of the proposal.

1. Submittal Checklist

|  |  |  |
| --- | --- | --- |
| Cover Letter |  |  |
| Legal Name |  |  |
| Minimum Qualification | Mandatory |  |
| Reseller Certification, if applicable |  |  |
| Payment Card Industry Certification, if applicable |  |  |
| Vendor Questionnaire | Mandatory |  |
| Proposal Response | Mandatory | **Attachments:** There are 25 attachments that are required to be provided in the Proposal Response. If the necessary attachments are not included or are incomplete, the City may reject the Vendor’s proposal or may require the Vendor to submit the missing information within a specified deadline.  **Appendices:** There 5 appendices that are in the Proposal Response. If the following appendix is not provided or is incomplete, the City may reject the Vendor’s proposal or may require the Vendor to submit the missing information within a specified deadline:  **Appendix B – Staff Experience Reference Form**  The following 4 appendices are mandatory submittals:  **Appendix C – Functional Requirements;**  **Appendix D – Technical Requirements;**  **Appendix E – Price Proposal; and**  **Appendix F – Inclusion Plan** |
| References |  |  |
| Security Response | Mandatory |  |
| PCI Compliance Response | Mandatory |  |
| Acceptance & Exceptions to the City Contract |  |  |

# 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 proposals with scores found to be outside the competitive range as determined by the evaluation team will not continue forward to the next evaluation round.

**Round 1: Opening and Content Validation Check.** City Purchasing and Contracting Services will review each Vendor’s proposal for the presence of the proper number of proposal copies and required information in conformance with the content requirements of this RFP. Absence of the required number of copies or required information may result in the proposal being deemed non-responsive and rejected.

**Round 2: Minimum Qualifications and Vendor Questionnaire.** City Purchasing and Contracting Services will review each Vendor’s proposal to evaluate Vendor’s responses to the Minimum Qualifications template (Section 11.3c: Proposal Format – Minimum Qualifications) and Vendor Questionnaire (Section 11.3f: Proposal Format – Vendor Questionnaire). Vendors that satisfactorily complete the Minimum Qualifications template and Vendor Questionnaire shall proceed to Round 3.

**Round 3: Proposal Evaluation.** The City’s evaluation team will evaluate proposals that successfully pass through the previous rounds. The evaluation team will evaluate proposals using the criteria below. Responses will be evaluated, scored, and ranked. Those proposals with scores that cluster within a competitive range, in the opinion of the evaluation team, shall continue.

1. Round 3: Score Criteria

|  |  |
| --- | --- |
| **Scoring Component** | **Maximum Points** |
| Organization Capability and Relevant Experience | 400 |
| Statement of Work and Specifications | 500 |
| Pricing | 400 |
| Inclusion Plan | 200 |
| **Grand Total** | **1500** |

**Round 4: Site Visit and Reference Checks.**

Site Visit(s): At the City’s option, City staff may travel to the location of the highest ranked Vendor(s) for multiple on-site visits and/or to visit identified user site(s) to evaluate real-world use of one or more of the highest ranked Vendor(s’) respective solution(s), performance and customer service. The City may elect to visit all top ranked candidates for a site visit, or only those as needed to obtain additional understanding of the Vendor’s proposal. Such site visits will be used as a reference, on a pass/fail basis. Transportation costs for City staff shall be at City cost; City will not reimburse the Vendor for any Vendor costs associated with such visits.

References: The City may contact users of the Vendor’s product and services for references. References will be used on a pass/fail basis. A negative reference may result in rejection of the proposal as not responsible. 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 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.

**Round 5: Demonstrations/Interviews.** The City, at its sole option, may require that Vendors who remain active and competitive provide a product demonstration and oral presentation 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 presentation outline and then be scheduled for a full demonstration. Presentations may include an overview of the Vendor’s project methodology, recommended project approach and plan, data conversion approach, introduction of the project team, and discussion of project risks. The City may also ask the Vendor to respond to specific questions. More specific instructions will be provided when finalist Vendors are announced. If the demonstration/interview score is not within the competitive range, the City may eliminate the Vendor and discontinue scoring the Vendor for purposes of award. As stated in Table 4 below, demonstration/interview scoring will be worth a maximum of 500 points. The City will use the combined results of demonstrations/interviews and proposal evaluations to choose the highest-ranked Vendor(s).

The Vendor shall submit to the City a list of names and company affiliations who will be attending the demonstrations/interviews. Vendors invited shall bring the assigned project manager(s) 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 RFP Coordinator.

1. Demonstration/Interview Scoring

|  |  |
| --- | --- |
|  | Maximum Points |
| Demonstrations/Interviews | 500 |

**Round 6: Fit and Gap.** The highest ranked Vendor(s) may be asked by the City to participate in a fit and gap process, to evaluate their product with City requirements. Vendor(s) selected for the round will have access to City data, forms, business processes documentation, and additional detail of City specifications. At the City’s option, the Vendor(s) may be required to submit a revised proposal to address gaps. Vendors that participate in this round shall be reimbursed travel and per diem expenses for a team that has been approved in advance by City. The fit and gap process will be evaluated on a pass/fail basis.

**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**. If 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 Court.

# 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 solicitation 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 visit 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.

## Limited Debriefs to Vendors

The City issues results and award decisions to all Vendors. The City provides debriefing on a limited basis for the purpose of allowing Vendors to understand how they may improve in future solicitations.

## Instructions to the Apparently Successful Vendor(s)

The apparently successful Vendor(s) will receive an Intention to Award Letter (the Letter) from the RFP Coordinator after award decisions are made by the City. The Letter will include instructions for final submittals that are due before execution of the contract.

If the Vendor requested exceptions, 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 the City’s business needs before finalizing the agreement. If so, the City will initiate the discussion and the Vendor is to be prepared to respond quickly to 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 Vendor and may disqualify the Vendor from future proposals for these same products/services, and continue to the next-highest ranked Vendor, 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 obtaining a City 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-highest ranked Vendor or cancel or reissue this solicitation.

Cancellation of an award for failure to execute the contract as attached may result in Vendor 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 City Insurance Broker (if applicable).
* Special Licenses (if any).
* Proof of certified reseller status (if applicable).
* Payment Card Industry Certifications (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 City, the apparently successful Vendor must execute and submit this form before the contract execution date.



## Other Documents

For convenience, the following documents have been embedded in icon form within this document. To open, simply double click on icon.

**Insurance Requirements**



**Contract & Terms and Conditions**



**Glossary**

****