

**City of Seattle**

**Request for Proposal**

**RFP No. SDHR-4600**

**Advocacy and Health and Well-Being Portal RFPs**

**TABLE 1 – SOLICITATION SCHEDULE**

|  |  |
| --- | --- |
| **Event** | **Date** |
| RFP Issued | October 25, 2018 |
| Pre-Proposal Conference | November 7, 2018, 10:00 am PT  [Join Skype Meeting](https://meet.seattle.gov/julie.salinas/0BC06MLH)         Trouble Joining? [Try Skype Web App](https://meet.seattle.gov/julie.salinas/0BC06MLH?sl=1)  Join by phone  206-386-1200,,6354566# (US)                        English (United States)  844-386-1200,,6354566# (US)                        English (United States)  [Find a local number](https://dialin.seattle.gov?id=6354566)  Conference ID: 6354566  [Forgot your dial-in PIN?](https://dialin.seattle.gov) |[Help](https://o15.officeredir.microsoft.com/r/rlidLync15?clid=1033&p1=5&p2=2009)  [!OC |
| Deadline for Questions | November 14, 2018 |
| Sealed Proposals Due to the City | November 21, 2018  3:00 pm PT |
| Demos/Interviews | January 8, 9, 10 2019\* |
| Site Visits | Optional |
| Go Live Date | ~ January 1, 2020 |

\*Estimated dates

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

*All times and dates are Pacific Time.*

***PROPOSALS MUST BE RECEIVED ON OR BEFORE THE DUE DATE AND TIME AT THE LOCATIONS SHOWN IN SECTION12.8 – Proposal Delivery Instructions\_***

***MARK THE OUTSIDE OF YOUR MAILING PACKAGE INDICATING RFP#SDHR-4600***

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

# PURPOSE

The City of Seattle (the City) seeks to acquire vendor(s) that provide advocacy services and a health and well-being portal to foster employees’ engagement with and understanding of their benefits and health. This request for proposal (RFP) outlines the requirements that must be met and solicits the information that will be used to complete this evaluation.

The City desires to procure the most appropriate advocacy vendor that provides both live navigation and a complementary digital platform. Separately or in conjunction with the advocacy vendor, the City desires to procure a vendor that provides a health and wellbeing portal to serve as a hub for employees to access City-sponsored health and wellbeing programming information. To clarify, a vendor is allowed to bid on one or both portions of this RFP (1-advocacy and/or 2-health and wellbeing portal) so as long as it meets minimum qualifications set forth in Section 5. Bidders can partner with another vendor to provide services for both options. However, although a vendor may bid on both options, the City will select the most appropriate vendor(s) for each option. Proposals that include multiple vendors must clearly identify one Vendor as the “prime contractor” and all others as subcontractors

The City intends to award the contracts to the highest ranked Vendors.

The City expects to fully implement the selected advocacy and portal vendor(s) by January 1, 2020 or sooner. The advocacy vendor selected is expected to provide these services to the City throughout 4-year period expected to start January 1, 2020 (or sooner), with up to three 2-year extensions.

# BACKGROUND

The City employs approximately 11,500 individuals, most of whom are benefits-eligible. The City also covers approximately 590 under-65 retirees, approximately 140 subscribers under COBRA, and a small number of temporary employees in the active health plans, as well as 1,720 Medicare-eligible retirees in insured Medicare Advantage plans. In addition to the active employee groups, approximately 450 Seattle Housing Authority (SHA) employees are covered under the City’s plans through an inter-local agreement.

The following table shows the approximate number of active employees by primary benefits affiliation:

|  |  |
| --- | --- |
| Group | Employees |
| “Most” City Employees (including SHA) | 9,019 |
| IBEW Local 77 Members | 578 |
| Seattle Police Officers’ Guild Members | 1,279 |
| Fire Fighters (in the International Association of Fire Fighters Local 27) for whom the City remits a monthly City contribution to a union trust | 979 |

The following table shows the approximate enrollment in the Aetna and KP plans by benefit program:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | Total | Aetna | KP | Waive |
| Employees in Most Benefits | 9,019 | 6,845 | 1,961 | 213 |
| IBEW Local 77 Members | 578 | 495 | 77 | 6 |
| Seattle Police Officers' Guild Members | 1,279 | 1,221 | 52 | 6 |

The City is planning on piloting the advocacy and portal services with only the “Most’ group listed above. However, the City would like the flexibility to add other groups to these services mid-contract should the need arise.

To provide a general idea about the range of benefits offered by the City, the following table briefly summarizes the types of plans offered to the “Most” employees (while there are more plan variations than those identified below, we have indicated the number of significant plan variations to provide a sense of the complexity of services required of the vendors to support this population):

|  |  |  |  |
| --- | --- | --- | --- |
| **Type of Benefit** | **Funding** | **Insurer/Administrator** | **# of Significant Plan Variations** |
| Medical PPO[[1]](#footnote-2) | Self-Funded | Aetna | 2 |
| Medical HMO | Self-Funded | Kaiser | 2 |
| Medical HMOS for over 65 retirees | Insured | UnitedHealthcare, Kaiser, Aetna | 3 |
| Dental PPO | Self-Funded | Delta Dental of WA | 1 |
| Dental HMO | Insured | Dental Health Services | 1 |
| Vision | Insured (Self-Funded 1/1/2019) | VSP | 2 |
| EAP |  | Resources for Living EAP | 1 |
| LTD | Insured | Standard Insurance | 1 |
| Life Insurance | Insured | Standard Insurance | 1 |
| Accidental Death and Dismemberment | Insured | Hartford Insurance | 1 |
| Weight Management |  | Weight Watchers | 1 |
| Tobacco Cessation |  | Optum | 1 |

All employee benefit programs are funded and operated on a calendar year basis and are directly subject to labor negotiations between the City and its employee unions. The City is not regulated by ERISA, although it generally follows ERISA requirements.

Benefit decisions for general (“Most”) City Employees are made by the Health Care Committee (HC2), with 6 voting seats for Labor and 6 voting seats for City Management. This joint Labor/Management group meets 3 hours each month to review self-insured plan experience, overall health plan financials, vendor issues, benefit issues and concerns, renewal proposals, vendor bids, plan design changes, etc.

The primary clients of the Vendors will be the Benefits Unit of the Seattle Department of Human Resources (SDHR) and HC2. However, the Administrator may also work with the Labor Relations and Financial Services Divisions of SDHR as well as economists in the City Budget Office (CBO).

The Benefits Unit of SDHR maintains overall control of the in-house functions related to all health and wellness (H&W) benefits and is the principal contact point for the Vendor(s). Final authority for all H&W plan and contract decisions rests with the SDHR Director. Most of the 35 City departments have a Benefits Representative, although 14 smaller departments rely solely on SDHR’s Benefits Unit for support. The Benefits Representatives are generally responsible for handling on-site benefits administration (transactional work) and communicating to their specific populations. The Vendor(s) may work directly with Benefit Representatives. The City Benefits Unit is staffed by nine individuals.

# OBJECTIVES

**Advocacy**

The City is seeking an advocacy vendor to meet the following objectives:

* Help employees navigate the complex health care system by answering questions such as:
  + Is this treatment covered under my insurance?
  + What will my out of pocket costs be for this treatment?
  + Do I really need the treatment?
  + How have I been billed for this treatment?
* Reduce health care costs

**Health and Wellbeing Portal**

The City is seeking a vendor that will implement and manage a health and wellbeing portal to meet the following objectives:

* Increase employee utilization of and engagement in the City’s health and wellbeing benefits including advocacy services Develop employee’s understanding of current benefits, and how to maximize their health and wellbeing with available resources

# MINIMUM QUALIFICATIONS

The following are the minimum qualifications for the two separate RFPs (1) advocacy and 2) health and wellbeing portal). The Vendor must meet at least one set of minimum qualifications for their proposal submittal to be eligible for evaluation. For each set of minimum qualifications (either for Advocacy or Health and Wellbeing Portal), the City requests a one-page or appropriate-length document as part of your proposal response, to clearly show compliance to these minimum qualifications. The RFP Coordinator may choose to determine whether minimum qualifications have been met by reading that single document alone, so the submittal should be sufficiently detailed to clearly show how you meet the minimum qualifications without looking at any other material. Proposals that are not clearly responsive to these minimum qualifications shall be rejected by the City without further consideration.

**Advocacy**

1. Vendor must provide the following member support services: plan selection, clinical guidance, provider steerage, care coordination, treatment decision support, provider engagement; bill review, and claims appeals (as defined below). Advocates must also be able to resolve member clinical questions or concerns, navigate the health care system; and share information on City of Seattle broader employee benefits.
2. Vendor must provide live concierge support and online portal
3. Vendor’s systems must support ability to work with Aetna or Meritain.
4. Vendor must exist as a third-party vendor that operates independently of a health plan
5. Vendor must provide user interfaces that are accessible via web, mobile, and telephone lines (e.g. Internet browser, mobile phone, and call-in number)
6. Vendor’s proposed account manager must have at least 5 years of recent experience working with large employer clients (at least 5,000 employees)
7. Vendor must have successfully performed at least five contracts with a public or private agency of similar size and composition to the City of Seattle with volumes and services that are similar to those expected by the City for this contract.

Definitions:

* Plan selection support - Explain benefits and eligibility during new hire period, open enrollment, and qualified life events
* Clinical guidance – Ability to assist members with clinical questions through traditional care management, case management, utilization management and clinical nurses. This includes behavioral health.
* Provider steerage – Encourage and refer members to access high quality low cost providers using transparency tool(s)
* Care coordination - Coordinate clinical care between multiple providers, physicians, facilities, and in-home care
* Treatment decision support – Provide members treatment decision support, including second opinion services
* Provider engagement - Ability to contact and coordinate with providers to resolve member issues
* Bill Review – Provide education when a member needs guidance on a bill
* Claims Appeals – Support members if an item needs to be contested or negotiated with the provider and/or TPA

**Health and Wellbeing Portal**

1. Vendor portal must serve as a hub for all City of Seattle employee health and wellbeing benefits by providing the following to employees: a) links to City of Seattle third-party vendor partner offerings, b) health and wellbeing educational content, c) tools to help assess users’ health status and risks, and d) general as well as tailored messaging to encourage participation in City of Seattle programming
2. Vendor must provide user interfaces that are accessible via desktop and mobile
3. Vendor’s proposed account manager must have at least 5 years of recent experience working with large employer clients (at least 5,000 employees).

# MANDATORY REQUIREMENTS

The following are mandatory requirements that the Vendor must meet for the proposal to remain eligible for consideration. You must clearly show that your product or service meets these mandatory requirements, or your proposal will be rejected as non-responsive. The City requests a one-page or appropriate-length document as part of your proposal response to clearly show compliance to these mandatory requirements. The RFP Coordinator may choose to determine mandatory requirements by reading that single document alone, so the submittal should be sufficiently detailed to clearly show how you meet the mandatory requirements without looking at any other material. Those that are not clearly responsive to these mandatory requirements may be rejected by the City without further consideration:

1. Ability for Vendor to complete implementation for Go Live date of January 1, 2020
2. Proof of HIPAA compliance

# MINIMUM LICENSING AND BUSINESS TAX REQUIREMENTS

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

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

**Seattle Business Licensing and associated taxes.**

1. If you have a “physical nexus” in the city, you must obtain a Seattle Business license and pay all taxes due before the Contract can be signed.
2. A “physical nexus” means that you have physical presence, such as: a building/facility located in Seattle, you make sales trips into Seattle, your own company drives into Seattle for product deliveries, and/or you conduct service work in Seattle (repair, installation, service, maintenance work, on-site consulting, etc).
3. We provide a Vendor Questionnaire Form in 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 Vendor and not charged separately to the City.
5. The apparent successful Vendor must immediately obtain the license and ensure all City taxes are current, unless exempted by City Code due to reasons such as no physical nexus. Failure to do so will result in rejection of the bid/proposal.
6. Self-Filing You can pay your license and taxes on-line using a credit card [www.seattle.gov/self/](http://www.seattle.gov/self/).
7. For Questions and Assistance, call the License and Tax Administration office which 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.
8. The licensing website is [www.seattle.gov/licenses](http://www.seattle.gov/licenses).
9. If a business has extraordinary balances due on their account that would cause undue hardship to the business, the business can contact our office to request additional assistance. A cover-sheet providing further explanation, along with the application and instructions for a Seattle Business License is provided below for your convenience.
10. Those holding a City of Seattle Business license may be required to report and pay revenue taxes to the City. Such costs should be carefully considered by the Vendor prior to submitting your offer. When allowed by City ordinance, the City will have the right to retain amounts due at the conclusion of a contract by withholding from final invoice payments.

An application for a Seattle Business License can be found at <http://www.seattle.gov/Documents/Departments/FAS/Licensing/Seattle-business-license-application.pdf>.

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

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

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

# STATEMENT OF WORK AND SPECIFICATIONS

We anticipate the successful vendor(s) will be able to provide most if not all of the services listed below. We also expect to start out with some collection of base services and that services may be added throughout the life of the contract. Also, please provide information on any applicable services that your company provides that may not appear on this list.

Advocacy

* Account Management
* Customer Service
* Live Support
* Benefits Navigation and Education
* Plan Selection
* Clinical Guidance
* Provider Steerage
* Care Coordination
* Treatment Decision Support
* Provider Engagement
* Complex Care Management
* Bill Review
* Claims Appeals
* Online Portal
* Benefits Navigation and Education
* Plan Selection
* Clinical Guidance
* Provider Steerage
* Provider Engagement
* Complex Care Management
* Claims Appeals
* Communications
* Reporting
* Data Feeds

Health and Wellbeing Portal

* Account Management
* Customer Service
* Health Portal + Tools
  + Hub Capabilities
  + Health Risk Assessment
  + Mobile Capabilities
* Communications
* Reporting
* Data Feeds

# INDEPENDENT CONTRACTOR AND CITY SPACE REQUIREMENTS

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

The City will not provide space in City offices for performance of this work. Vendors are required to perform work from their own office space or in the field, as appropriate to the work.

# INSTRUCTIONS TO PROPOSERS

## Proposal Procedures and Process

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

**Communications with the City.**

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

Jason Edens

206-733-9583

[Jason.edens@seattle.gov](mailto:Jason.edens@seattle.gov)

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

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

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

## . Pre-Proposal Conference

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

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

## Questions

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

## Changes to the RFP/Addenda

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

## Bid Blog

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

## Receiving Addenda and/or Question and Answers

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

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

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

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

## Proposal Submittal Instructions

Proposals must be received no later than the date and time specified on the Solicitation Schedule or as otherwise amended.

Fax, e-mail and CD copies **will not** be an alternative to the hard copy. If a CD, fax or e-mail version is delivered to the City, the hard copy will be the only official version accepted by the City.

## Proposal Delivery Instructions.

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

**TABLE 2 –PROPOSAL DELIVERY ADDRESS**

|  |  |
| --- | --- |
| **Physical Address (courier)** | **Mailing Address (For U.S. Postal Service mail)** |
| City Purchasing and Contracting Services Div.  Seattle Municipal Tower  700 Fifth Ave Ste 4112  Seattle, WA 98104-5042  Attention:Jason Edens  Re: RFP SDHR 4600 | City Purchasing and Contracting Services Div.  Seattle Municipal Tower  P.O. Box 94687  Seattle, WA 98124-4687  Attention: Jason Edens  Re: RFP SDHR 4600 |

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

Late Submittals*:*

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

## No Reading of Prices.

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

## Offer and Proposal Form.

Proposer shall provide the response in the format required herein and, on any forms, provided by the City herein. All prices shall be in US Dollars.

## No Best and Final Offer.

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

## Contract Terms and Conditions.

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

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

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

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

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

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

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

## Prohibition on Advance Payments.

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

## Partial and Multiple Awards.

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

## Prime Contractor

The City intends to award two separate contracts - one to the highest ranked Advocacy Vendor and another to the highest ranked Health and Wellbeing Portal Vendor. Should the highest ranked Advocacy Vendor and the highest ranked Health and Wellbeing Portal Vendor be the same, the City reserves the right to execute one contract that includes both Advocacy Services and the Health and Wellbeing Portal. Vendor(s) will assume financial and legal responsibility for the contracts. Individual proposals that include multiple vendors must clearly identify one Vendor as the “prime contractor” and all others as subcontractors.

## Seattle Business Tax Revenue Consideration.

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

## Inter-local Purchasing Agreements.

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

## Equal Benefits.

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

## Paid Sick Time and Safe Time Ordinance

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

## Insurance Requirements.

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

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

## Effective Dates of Offer.

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

## Proprietary Materials.

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

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

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

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

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

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

If you believe any of the records you are submitting to the City as part of your bid/proposal or contract work products, are exempt from disclosure you can request that they not be released before you receive notification. To do so you must complete the City Non-Disclosure Request Form (“the Form”) provided by City Purchasing (see attached Form as part of Vendor Questionnaire), very clearly and specifically identify each record and the exemption(s) that may apply and submit a copy of your records with the specified exemptions redacted. (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 file a request using the City of Seattle’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 Proposer in the preparation and presentation of proposals submitted in response to this RFP including, but not limited to, costs incurred in connection with the Proposer’s participation in demonstrations and the pre-proposal conference.

## Readability.

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

## Proposer Responsibility.

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

## Changes in Proposals.

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

## Proposer Responsibility to Provide Full Response.

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

## Errors in Proposals.

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

## Withdrawal of Proposal.

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

## Rejection of Proposals, Right to Cancel.

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

## Incorporation of RFP and Proposal in Contract.

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

## Non-Endorsement and Publicity.

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

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

## Proposal Disposition.

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

## Ethics Code

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



**No Gifts and Gratuities**. Vendors shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work, or meals) to any City employee, volunteer or official, if it is intended or may appear to a reasonable person to be intended to obtain or give special consideration to the Vendor. An example is giving tickets to a City employee that was on the evaluation team of a bid you plan to submit. The definition of what a “benefit” would be is very broad and could include not only awarding a contract but also the administration of the contract or the evaluation of contract performance. The rule works both ways, as it also prohibits City employees from soliciting items of value from vendors. Promotional items worth less than $25 may be distributed by the vendor to City employees if the Vendor uses the items as routine and standard promotions for the business.

**Involvement of Current and Former City Employees**

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

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

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

**No Conflict of Interest.**

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

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

Elected officials and candidates are prohibited from accepting or soliciting campaign contributions from anyone having at least $250,000 in contracts with the City in the last two years or who has paid at least $5,000 in the last 12 months to lobby the City. Please see Initiative 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 you have not previously completed a one-time registration into the City Online Business Directory, we request you register at: [http://www.seattle.gov//obd](http://www.seattle.gov/ht/obd). The City Online Business Directory is used by City staff to locate your contract(s) and identify companies for bid lists on future purchases.  Bids are not rejected for failure to register, however, if you are awarded a contract and have not registered, you will be required to register, or you will be added into the system. Women and minority owned firms are asked to self-identify.  If you need assistance, please call 206-684-0444.

## Prohibited Contacts.

Proposers shall not interfere in any way to discourage other potential and/or prospective Proposers from proposing or considering a proposal process.  Prohibited contacts includes but is not limited to any contact, whether direct or indirect (i.e. in writing, by phone, email or other, and by the Proposer or another person acting on behalf of the Proposer) 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 the City Purchasing Manager, the Proposer that initiates such contacts may be rejected from the process.

# PROPOSAL FORMAT AND ORGANIZATION

### General Instructions

1. Number all pages sequentially. The format should follow closely that requested in this RFP
2. The City requires one (1) original and seven (7) copies and one (1) USB of the response
3. All pricing is to be in United States dollars.
4. If the City has designated word or page limits for certain sections of the response, any pages that exceed the page limit will be excised from the document for purposes of evaluation.
5. Please double-side your submittal.
6. The City will consider supplemental brochures and materials. Proposers are invited to attach any brochures or materials that will assist the City in evaluation

### Preferred Paper and Binding

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

1. City seeks and prefers submittals on 100% PCF paper, consistent with City policy and City environmental practices. Such paper is available from Keeney’s Office Supply at 425-285-0541 or Complete Office Solutions at 206-650-9195.
2. Please do not use any plastic or vinyl binders or folders. The City prefers simple, stapled paper copies. If a binder or folder is essential due to the size of your submission, they are to be fully 100% recycled stock. Such binders are also available from Keeney’s Office Supply or Complete Office Solutions.

**Proposal Format**

Submit your proposal in the following format and attachments as instructed below. For convenience, the following documents have been embedded in Icon form within this document. To open, simply double click on Icon.

### Cover letter (*optional)*

### Legal Name Verification

Submit a certificate, copy of web-page, or other documentation from the Secretary of State in which you incorporated that shows your legal name as a company. Many companies use a “Doing Business As” name, or a nickname in their daily business. However, the City requires the legal name of your company, as it is legally registered. When preparing all forms below, be sure to use the proper company legal name. Your company’s legal name can be verified through the State Corporation Commission in the state in which you were established, which is often located within the Secretary of State’s Office for each state. <http://www.coordinatedlegal.com/SecretaryOfState.html>

### Vendor Questionnaire:

Submittal of the Vendor Questionnaire is mandatory. The Vendor Questionnaire includes the Equal Benefits Compliance Declaration and the City Non-Disclosure Request that will allow you to identify any items that you intend to mark as confidential.

****

### **Minimum Qualifications**

This response is mandatory. The determination that you have achieved all the minimum qualifications may be made from this page alone; the RFP Coordinator is not obligated to check references or search other materials to make this decision.



### **Mandatory Requirements**

This response is mandatory. The determination that you have achieved the mandatory requirements may be made from this document alone and therefore the RFP Coordinator is not obligated to check other materials to make this decision.



### **Security Response**

This response is mandatory. The determination that you have achieved the security requirement may be made from this document alone and therefore the RFP Coordinator is not obligated to check other materials to make this decision.



### Technical and Functional Response

This response is mandatory. The determination that you have achieved the technical and functional requirement may be made from this document alone and therefore the RFP Coordinator is not obligated to check other materials to make this decision.

This response is mandatory.



### Pricing Response

This response is mandatory. Please complete the attached pricing exhibit for the specific set of services you are proposing, either 1) Advocacy or 2) Health and Wellbeing Portal. For comparison purposes, provide your pricing as a PEPM model. In addition, please provide your proposed fees using your company's preferred pricing exhibit and name the file [Your Organization’s Name]\_Pricing Exhibit. If you are bidding on both sets of services via a partnership with another vendor, please have the potential main contract holder complete both pricing documents. An organization is permitted to bid on an individual set of services - 1) Advocacy or 2) Health and Wellbeing Portal - as well as bid on both sets of services through a partnership - 1) Advocacy AND 2) Health and Wellbeing Portal.



### Acceptance & Exceptions to City Contract

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

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

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.



### TABLE 3 – SUBMITTAL CHECKLIST

Each complete proposal submittal to the City must contain the following:

|  |  |  |
| --- | --- | --- |
| Cover Letter |  |  |
| Legal Name |  |  |
| Vendor Questionnaire | Mandatory |  |
| Minimum Qualifications | Mandatory |  |
| Mandatory Requirements | Mandatory | Clearly show compliance to mandatory requirements. |
| Security Response | Mandatory |  |
| Technical and Functional Response | Mandatory | **Attachments:** *These attachments are to be provided with the Technical and Functional Response. If the necessary attachments are not included or are incomplete, the City may reject your proposal or may require the Vendor to submit the missing information within a specified deadline.*  **Advocacy**:   * [Your Organization's Name]\_Advocacy FinancialStatements * [Your organization's name]\_AdvocacyImplementationPlan * [Your organization's name]\_ScreenViewedbyAdvocates * [Your Organization's Name]\_AccountManager * [Your organization's name]\_ClientReferences * [Your Organization's Name]\_AdvocacyDemoLogin * [Your Organization's Name]\_AdvocacyStandard Communications * [Your Organization's Name]\_AdvocacySample Reports   **Health and Wellbeing Portal:**   * [Your Organization's Name]\_PortalFinancialStatements * [Your organization's name]\_PortalImplementationPlan * [Your Organization's Name]\_PortalMockup * [Your Organization's Name]\_PortalAccountManager * [Your organization's name]\_PortalClientReferences * [Your Organization's Name]\_PortalDemoLogin * [Your Organization's Name]\_PortalStandard Communications * [Your Organization's Name]\_PortalSample Reports |
| Pricing Response | Mandatory | **Attachments:** *These attachments are to be provided as the Pricing Response. If the necessary attachments are not included or are incomplete, the City may reject your proposal or may require the Vendor to submit the missing information within a specified deadline.*  **Advocacy:**   * CoS Pricing Response\_Advocacy * [Your Organization's Name]\_Pricing Response\_Advocacy   **Health and Wellbeing Portal:**   * CoS Pricing Response\_Portal * [Your Organization's Name]\_Pricing Response\_Portal |
| City Contract Acceptance & Exceptions | If Applicable |  |

# EVALUATION PROCESS

The evaluation shall be conducted in a multi-tiered approach as outlined below. Proposals must pass through each step to proceed forward to the next step. Those found to be outside the competitive range, in the opinion of the evaluation team, will not continue forward to the next evaluation step. The evaluation team will analyze the proposals, information from other relevant sources, and information provided by the bidders to identify the proposal(s) that best meet the City’s requirements. The evaluation team may request that the bidders provide additional information, explanation, and documentation at any time.

**Round 1: Minimum Qualifications and Responsiveness.** City Purchasing shall first review submittals for initial decisions on responsiveness and responsibility. Those found responsive and responsible based on this initial review shall proceed to Round 2. The Vendor Questionnaire and Minimum Qualifications will also be screened in this Round to determine proposer responsibility.

**Round 2: Mandatory Technical Requirements –**The City will thenreview submittals for initial decisions on responsiveness to the mandatory technical requirements. Those found responsive based on this initial review shall proceed to the next Round.

**Round 3: Competitive Screen:** The City will review all proposals that have been brought forward after the previous Rounds. The Team will score proposals based upon a limited set of criteria, to determine which proposals are within at least a competitive range and merit proceeding forward to full scoring. Those that are not at least within a competitive range for any single element (Pricing or Technical and Functional Response) or that have significant gaps will be eliminated.

**Round 4: Technical and Functional Response& Pricing Scoring.** The City will evaluate proposals that successfully pass through the previous Rounds. The City will evaluate proposals using the criteria below. Responses will be evaluated and ranked. Those proposals that cluster within a competitive range, in the opinion of the evaluation team, shall continue.

**TABLE 4 – ROUND 4 SCORING**

|  |  |
| --- | --- |
| Criteria | Maximum Points |
| Technical and Functional Response | 900 |
| Pricing Response | 100 |
| Grand Total | 1,000 |

**Round 5: Demonstrations/Interviews.**

Seattle, at its sole option, may require that Vendors who remain active and competitive provide a product demonstration in Seattle. This stage in the process is standalone and not an aggregate scoring from previous rounds. Should only a single Vendor remain active and eligible to provide a demonstration, the City shall retain the option to proceed with a Demonstration or may waive this Round. Vendors shall be provided a script and then be scheduled for a full demonstration. If the Demonstration score is not within the competitive range, the City may eliminate the Vendor and discontinue scoring the Vendor for purposes of award.

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

**Round 6: Top Ranked Finalists (Site Visit and Reference Checks)**

**Site Visit:** At the City’s option, City staff may travel to the location of the highest ranked Vendors for an on-site visit and/or to visit identified user site(s) to evaluate real-world use of one or more of the finalist 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 proposal. Such site visits will be used as a reference, on a pass/fail basis. Transportation costs for City staff shall be at the City cost; the 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 the City may choose to serve as a reference if the City has had former work or current work performed by the Vendor. Although the City anticipates completing reference checks at this point in the process, the evaluation committee may contact the client references of the Vendors or other sources in addition to those specifically provided by the Vendor, at any time to assist the City in understanding the product.

**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 requirements.

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

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

# AWARD AND CONTRACT EXECUTION INSTRUCTIONS

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

**Protests and Complaints.**

The City has rules to govern the rights and obligations of interested parties that desire to submit a complaint or protest to this RFP process. Please see the City website at <http://www.seattle.gov/city-purchasing-and-contracting/solicitation-and-selection-protest-protocols>

for these rules. Interested parties have the obligation to be aware of and understand these rules, and to seek clarification as necessary from the City.

**Limited Debriefs to Proposers.**

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

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

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

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

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

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

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

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

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

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

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

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

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**Attachment #1 Insurance Requirements**

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1. We also implement Teledoc to our PPO members as a subcontractor of Aetna our Medical PPO provider. [↑](#footnote-ref-2)