

**City of Seattle**

**Request for Proposal**

**RFP No. RFP-ITD-4625**

**Fresh Bucks Point of Sale Technology Platform**

**SOLICITATION SCHEDULE:**

|  |  |
| --- | --- |
| **Event** | **Date** |
| RFP Issued | November 1, 2018 |
| Pre-Proposal Conference | November 15, 2018, 1:30 PM Pacific Time  **In Person:**  Seattle Municipal Tower  700 Fifth Ave Ste 4112  Seattle, WA 98104-5042  .........................................................................................................................................  [Join Skype Meeting](https://meet.seattle.gov/julie.salinas/4TFHNM53)  Trouble Joining? [Try Skype Web App](https://meet.seattle.gov/julie.salinas/4TFHNM53?sl=1)  Join by phone  206-386-1200, 815294# (US) English (United States)  844-386-1200, 815294# (US) English (United States)  [Find a local number](https://dialin.seattle.gov?id=815294)  Conference ID: 815294  [Forgot your dial-in PIN?](https://dialin.seattle.gov) |[Help](https://o15.officeredir.microsoft.com/r/rlidLync15?clid=1033&p1=5&p2=2009) |
| Deadline for Questions | December 7, 2018, 4:00pm |
| Sealed Proposals Due to the City | December 20, 2018, 4:00pm |
| Interviews and Software Demonstrations | January 16 – 18, 2018\* |

*\*Estimated Dates*

The City of Seattle (“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 SECTION 10.9.

MARK THE OUTSIDE OF YOUR MAILING PACKAGE INDICATING RFP No. RFP-ITD-4625.

***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. In addition, the City reserves the right to use any contract developed under this RFP process to procure any Vendors products or services that may be used by any City Department.***

# INTRODUCTION

The City of Seattle (“City”), through its Information Technology Department (“Seattle IT”), seeks an appropriately qualified vendor (“Vendor”) to provide an electronic benefits platform and payment system to support the City’s [Fresh Bucks](https://www.freshbuckseattle.org/) program managed by the City of Seattle Office of Sustainability & Environment.

Fresh Bucks makes healthy food more affordable to low-income residents by providing cash-value vouchers to eligible customers to help supplement their purchases of fruits and vegetables. Customers can use their Fresh Bucks vouchers to buy fruits and vegetables at participating Fresh Bucks retailers (farmers markets, neighborhood stores, supermarkets).

The City seeks firm-fixed price proposals for the acquisition and implementation of a fully integrated hosted solution including all necessary software, hardware, and related services for the configuration and implementation, training, and ongoing support and maintenance for a minimum of 3 years, with two (2), optional, one-year term renewals. (collectively, the “Solution”).

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.

The City expects to fully implement the selected Solution by January 1, 2020.

# BACKGROUND

### 2.1 Overview of the Fresh Bucks program

Fresh Bucks has four types of benefit models:

* **Fresh Bucks Match:** Customers who spend their [SNAP/EBT](https://www.fns.usda.gov/snap/supplemental-nutrition-assistance-program-snap) benefits at participating farmers markets are matched dollar-for-dollar with Fresh Bucks (cash-value vouchers) to buy fruits and vegetables.
* **Fresh Bucks Retail:** Customers who spend their SNAP/EBT benefits on fresh fruits and vegetables at participating neighborhood stores are matched dollar-for-dollar with Fresh Bucks so they can buy more fruits and vegetables.
* **Fresh Bucks Rx:** Health care providers write Fresh Bucks “prescriptions” to eligible patients. Patients can “fill” (redeem) their prescriptions for fruits and vegetables at any Fresh Bucks participating farmers market, neighborhood store, or Safeway supermarket.
* **Fresh Bucks at Safeway:** Safeway customers who spend $10 on fruits and vegetables using their SNAP/EBT benefits earn a $5 Fresh Bucks coupon that can be used on their next purchase of fruits and vegetables at Safeway.

Fresh Bucks is growing and expanding in a number of ways. Historically, the program has been exclusively available to customers who participate in the Supplemental Nutrition Assistance Program (SNAP, formerly known as “food stamps”). However, new municipal funding is making it possible for the City to offer Fresh Bucks to Seattle residents who may not qualify for SNAP but still struggle to afford healthy food (“Food Gap customers”). To reach this new customer base, the City is developing expanded, income-based eligibility criteria for Fresh Bucks. The City prefers to purchase a solution that can screen potential customers for program eligibility (e.g. based on responses to questions displayed in a web form) and then enroll eligible customers into the Fresh Bucks benefit platform.

In addition to an expanding customer base, the number and type of retailers that accept Fresh Bucks is increasing. The program has always been available in farmers markets, but it has recently added small, neighborhood stores and Safeway supermarkets to the network of participating retailers. The City’s intention is to continue adding more retailers in the future.

As Fresh Bucks grows, the method of benefit distribution and redemption is increasingly important, as this impacts program administration costs and user experiences. Today, the Fresh Bucks program relies on paper vouchers and a manual-entry data collection platform not specifically designed for the need. These current practices make it time and labor intensive for participating retailers to track and reconcile Fresh Bucks transactions and is inconvenient for customers. (For a general description of business practices and friction points in nutrition incentives programs like Fresh Bucks, [Technology for the Delivery of Farmers Market Incentive Programs](https://marketmatch.org/wp-content/uploads/2016/06/Code-For-America-Report-on-Tech-for-FM-Incentive-Delivery-FINAL.pdf) by Code for America is recommended reading.)

### 2.2 Current Fresh Bucks operations

The City oversees Fresh Bucks and enters into agreements with dozens of community, non-governmental, and business partners to implement the program. What follows is a basic overview of current operations for each of the four Fresh Bucks benefit models.

#### Fresh Bucks Match: Customers who spend their [SNAP/EBT](https://www.fns.usda.gov/snap/supplemental-nutrition-assistance-program-snap) benefits at participating farmers markets are matched dollar-for-dollar with Fresh Bucks (cash-value vouchers) to buy fruits and vegetables.

* START: When a customer comes to a participating farmers market to use federal SNAP benefits, they first go to the farmers market manager booth, the only station in the market where there is an appropriate point of sale device to accept SNAP benefits.
* QUALIFYING PURCHASE TO EARN FRESH BUCKS: To use SNAP, the customer tells the market manager how much they would like to spend. They then swipe their Electronic Benefit Transfer (EBT) card, enter their PIN, and are given (1) wooden EBT tokens equal in value to the EBT tendered and (2) red Fresh Bucks vouchers equal in value to the EBT tendered (e.g., $4 SNAP debited from customer’s EBT card = $4 EBT tokens + $4 Fresh Bucks). The Fresh Bucks are color-coded red to indicate these were earned by a SNAP customer. There is no limit to how much a customer can earn in matching Fresh Bucks.
* DATA COLLECTION: The market manager enters the customer’s transaction data into [Device Magic](https://www.devicemagic.com/), a tablet-based data collection app. Data includes EBT tendered amount ($), Fresh Bucks match amount ($), last 8-digits of the customer’s EBT card number, and customer zip code. This data is used by the City to track the amount of Fresh Bucks distributed. The last 8-digits of the EBT card number is used to track unique vs. repeat customers.
* SPENDING FRESH BUCKS: The customer can use their EBT tokens like cash to purchase SNAP-eligible items at farmers market stalls. The customer can use their Fresh Bucks like cash to purchase fruits and vegetables at farmers market stalls or neighborhood stores.
* SETTLEMENT: At the end of the market day, farmers market vendors give the market manager any EBT tokens and Fresh Bucks vouchers spent by customers at their respective stalls. The different currencies are accounted for separately in a vendor ledger. Market managers reimburse the vendors accordingly.
* REIMBURSEMENT: Market managers collate vendor ledgers and invoice the City monthly for all Fresh Bucks spent. This invoice data is used to track Fresh Bucks redeemed.

Currently, Fresh Bucks Match is exclusively available to SNAP customers. However, starting in 2019, the program will be made available to Food Gap customers, or those who may not qualify for SNAP but still struggle to afford healthy food. Food Gap customers will earn Fresh Bucks vouchers that are color-coded blue, to differentiate from the red Fresh Bucks earned by SNAP customers.

#### Fresh Bucks Retail: Customers who spend their SNAP/EBT benefits on fresh fruits and vegetables at participating neighborhood stores are matched dollar-for-dollar with Fresh Bucks so they can buy more fruits and vegetables.

* START: An EBT-paying customer goes to the cash register to pay for items in their grocery cart. The cashier (usually the store owner/manager) adds up the total purchase amount as well as the subtotal for fruits and vegetables.
* QUALIFYING PURCHASE TO EARN FRESH BUCKS: The customer swipes their EBT card, enters their PIN, and is charged for the total purchase amount. The cashier gives the customer Fresh Bucks vouchers equal in value to the produce subtotal (e.g., a customer who purchases $6 in produce using SNAP earns $6 Fresh Bucks). The Fresh Bucks are color-coded red to indicate these were earned by a SNAP customer. There is no limit to how much a customer can earn in matching Fresh Bucks.
* DATA COLLECTION: The cashier enters the customer’s transaction data into [Device Magic](https://www.devicemagic.com/), a tablet-based data collection app. Data includes EBT spent on produce ($), Fresh Bucks match amount ($), last 8-digits of the customer’s EBT card number, and customer zip code. This data is used by the City to track the amount of Fresh Bucks distributed. The last 8-digits of the EBT card number is used to track unique vs. repeat customers.
* SPENDING FRESH BUCKS: Customers can use their Fresh Bucks to purchase fruits and vegetables. The cashier accepts the Fresh Bucks like cash at checkout.
* SETTLEMENT: N/A. Unlike in the farmers market environment where there are multiple, independent vendors/stalls redeeming Fresh Bucks, these small individual neighborhood stores have only one cash register or checkout point.
* REIMBURSEMENT: Stores total all Fresh Bucks spent and invoice the City monthly. This invoice data is used to track Fresh Bucks redeemed.

Currently, Fresh Bucks Retail is exclusively available to SNAP customers. Starting in 2019, the program will be made available to Food Gap customers who will earn blue Fresh Bucks vouchers to distinguish from the red Fresh Bucks earned by SNAP customers.

#### Fresh Bucks Rx: Health care providers write Fresh Bucks “prescriptions” to eligible patients. Patients can “fill” (redeem) their prescriptions for fruits and vegetables at any Fresh Bucks participating farmers market or neighborhood grocer.

* START: A patient visits a participating Fresh Bucks prescriber at the community clinic or health center. The prescriber screens the patient for SNAP participation and/or food insecurity.
  + A patient who self-reports participation in SNAP is “prescribed” red Fresh Bucks
  + A patient who screens as food insecure but not using SNAP is “prescribed” blue Fresh Bucks

As stated above, the Fresh Bucks are color-coded in this way so the City can track SNAP vs. Food Gap customer spending.

* DATA COLLECTION #1: The prescriber documents Fresh Bucks Rx data into an Excel document, including the Fresh Bucks patient ID, race/ethnicity, zip code, Rx expiration date, Rx value ($), and Fresh Buck Rx color (Red or Blue). The prescriber submits this data to the City monthly; the City uses this data to track the amount of Fresh Bucks Rx distributed by unique patient ID.
* “FILLING” THE FRESH BUCKS Rx: The patient can “fill” their prescription at participating farmers markets and neighborhood stores. At either location, the manager verifies the Fresh Bucks Rx expiration date and, in the case of SNAP patients only, runs the patient’s EBT card to ensure they are a valid EBT cardholder (this step is required by our federal funder).
* DATA COLLECTION #2: The farmers market or store manager enters the Rx dispensing data into [Device Magic](https://www.devicemagic.com/), a tablet-based data collection app, including the last 8-digits of EBT card (SNAP patients only), patient ID, and Rx amount filled ($).
* SPENDING FRESH BUCKS: The patient/customer can use their Fresh Bucks like cash to purchase fruits and vegetables at farmers market stalls or neighborhood stores, as described above.
* SETTLEMENT: Settlement at farmers markets and neighborhood stores is the same as described above. One added detail is that red and blue color-coded Fresh Bucks are accounted for separately.
* REIMBURSEMENT: The market managers and neighborhood stores invoice the City as described above. This invoice data is used to track Fresh Bucks redeemed.

#### Fresh Bucks at Safeway: Safeway customers who spend $10 on fruits and vegetables using their SNAP/EBT benefits earn a $5 Fresh Bucks coupon that can be used on their next purchase of fruits and vegetables at Safeway.

As of September 2018, in seventeen (17) Safeway stores throughout Seattle, Safeway customers who spend $10 on qualifying fruits and vegetables using their SNAP/EBT benefits will earn a $5 Fresh Bucks coupon that can be used on their next purchase of fruits and vegetables at Safeway. By leveraging Safeway’s integrated cash register system and Catalina coupon technology, the $5 Fresh Bucks coupon will automatically print at the cash register when a minimum, qualifying purchase is completed. Customers will be able to use their $5-off coupons on their next purchase of fruits and vegetables. The City is also partnering with Safeway to offer an Rx model using Fresh Bucks vouchers that can be accepted at Safeway.

Safeway will share Fresh Bucks transaction data with the City on a monthly basis and in accordance with a data sharing agreement. Data will include number of Fresh Bucks coupons issued and redeemed, by store location, as well as transaction-level market basket data. Data will also include number of Safeway Fresh Bucks Rx vouchers.

In 2018, Fresh Bucks coupons earned at Safeway can only be used at Safeway stores. Likewise, Safeway Fresh Bucks Rx vouchers can only be used at Safeway stores. However, in the future, the City desires to have all Fresh Bucks benefits be transferable across participating retail sites (farmers markets, neighborhood stores, supermarkets, etc.).

### 2.3 Friction Points in Current Operations

There are a number of friction points in the current operations that the City hopes to address by implementing a new technology. Some of the key friction points include:

* Use of physical Fresh Bucks vouchers imposes inconveniences on the farmers markets, neighborhood stores, and customers. Paper vouchers have to be manually counted during transactions and manually recorded in ledgers during settlement. Counting Fresh Bucks currency is labor and time intensive and leaves room for error. For customers, the paper vouchers are easily lost and cumbersome to deal with – Fresh Bucks do not come in values less than $2, so customers have to purchase round amounts of produce.
* Manual-entry data collection for every transaction at the point-of-sale is time consuming for farmers market and neighborhood store staff and slows the transaction processing time. It is also inconvenient for customers and, at worst, can feel invasive to them.
* Lack of real-time data means there is at least a one-month time lag before the City can get a clear picture of program usage. Only the amount of Fresh Bucks distributed is collected and reported in real-time through the Device Magic app. Information on Fresh Bucks redemption is not available until the retail partners submit their invoices for reimbursement.
* Program data collection is dispersed across a number of tools and methods, requiring City staff to retrieve data from many sources, clean them, and prepare them for merging and consolidation into an Excel-based Data Repository (DR). This is time and labor intensive for City staff and the sheer amount of Fresh Bucks program data is quickly exceeding the limits of Excel for data storage, management, and analysis.

### 2.4 Fresh Bucks Operations Statistics (Seattle only)

The following table provides select statistics of Fresh Bucks program operations.

|  |  |
| --- | --- |
| # of program administrators (City staff) | 2 |
| # of farmers market organizations | 7 |
| # of farmers markets1 | 27 |
| # of farmers market Fresh Bucks vendors | 200 |
| # of neighborhood stores | 6 |
| # of Safeway supermarkets | 17 |
| # of Rx prescribers | 26 |
| # of unique customers served in 20172 | 6,065 |
| # of Fresh Bucks transactions in 2017 | 20,000 |

1. Four farmers markets operate all year; 23 are seasonal markets (May through September)
2. Excludes Fresh Bucks at Safeway customers, which launched in September 2018

### 2.5 Fresh Bucks Environment

* CITY: Within the City, all workstations have one or more City standard desktop environments installed and configured with Microsoft Windows 7 or later.
* RX PRESCRIBERS: Rx prescribers are located in community-based organizations and health clinics and have workstations with desktop environments installed and configured with Microsoft Windows 7 or later.
* FARMERS MARKETS: Within farmers market organization headquarters, all workstations have desktop environments installed and configured with Microsoft Windows 7 or later. When on-site at the farmers markets, the farmers market manager booths use mobile devices (a mix of Android and iOS tablets) to run the Device Magic app to collect transaction data. At the market stalls, farmers market vendors are equipped with smartphones or tablets that usually rely on WiFi hotspots to run other payment platforms (usually [Square](https://squareup.com/us/en/payments)) for processing credit and debit cards.
* SAFEWAY: Safeway uses a proprietary point-of-sale cash register system with integration to Catalina, allowing Catalina to deliver $5 Fresh Bucks coupons to SNAP customers when they make a minimum, qualifying purchase.

# PROJECT OVERVIEW

The City seeks a Vendor that provides an effective and carefully structured approach to implement the Solution. In this context, implementation refers to all efforts required to provide a complete and functioning platform and will prepare a variety of end users to use it effectively. This includes technology and implementation planning, detailed design, interfaces, designing minimal software modifications, testing, training, end user and technical documentation, project management, and post-implementation warranty support.

The Solution must support the expansion and growth of the Fresh Bucks program and ease the friction points in the current operations (see Section 2.3 for details).

### 3.1 Solution Objectives.

The Solution should be user-friendly and customizable by the City to update according to business rules and regulatory requirements. The intent is the implementation of the Solution will help the City drive modernization of Fresh Bucks processes to increase efficiency, improve data quality and reporting capabilities, and provide or help improve, at a minimum, the following areas:

* Screen potential customers for Fresh Bucks program eligibility (e.g. based on responses to a web form)
* Enroll eligible customers into a Fresh Bucks benefits program
* Provide accurate and efficient delivery of variable Fresh Bucks benefits (see Section 3.3) through digital only, card-based or combined options
* Make Fresh Bucks benefits “spendable” at the point-of-sale across all Fresh Bucks retail types (farmers markets, neighborhood stores, chain supermarkets)
* Support multiple user profiles and provide a high level of satisfaction and convenience for all end users (see Section 3.2)
* Provide interactive mobile and web apps and portals so Fresh Bucks customers and operators can view their transactions and balances
* Provide real-time data and analytics to position the City to take advantage of technology and data to improve Fresh Bucks program monitoring and performance
* Generate reports, invoices, and query generation and without the need for a programming specialist
* Be highly configurable, allowing the City to meet current and future Fresh Bucks program needs without extensive software customization. This should optimize both the ability of the Vendor to provide long-term support and the ability of the City to implement future upgrades and enhancements to the product.

### 3.2 Fresh Bucks User Groups

The Solution must support multiple user groups and sub-groups, including the following:

|  |  |  |
| --- | --- | --- |
| **User groups:** | **Fresh Bucks Customers (“Customers”)** | **Fresh Bucks Operators (“Operators”)** |
| **User sub-groups:** | * SNAP customers * Food Gap (non-SNAP) customers\* | * Administrators (City staff) * Enrollment navigators * Farmers Market Organizations * Farmers Market Vendors * Neighborhood store cashiers * Supermarket cashiers * Rx prescribers |

\*Food Gap customers are Seattle residents who may not qualify for SNAP but still can’t afford healthy food.

### 3.3 Variable Fresh Bucks benefits

Additionally, the Solution must be able to accurately and automatically credit, debit, and account for variable Fresh Bucks benefits (FBx) based on customer sub-group and participating retail site, for example:

|  |  |  |
| --- | --- | --- |
| **Benefit type** | **SNAP Customers** | **Food Gap Customers** |
| Match | * Get $1 FBx for every $1 SNAP/EBT spent at farmers markets * Get $1 FBx for every $1 SNAP/EBT spent on fruits and vegetables at neighborhood stores * Get $5 FBx for every $10 SNAP/EBT spent on fruits and vegetables at supermarkets * Get $1 FBx for every $1 *other food assistance benefit*\* spent at farmers markets | * Get $1 FBx for every $1 cash/credit/debit spent on fruits and vegetables at farmers markets * Get $1 FBx for every $1 cash/credit/debit spent on fruits and vegetables neighborhood stores * Get $5 FBx for every $10 cash/credit/debit spent on fruits and vegetables at supermarkets * Get $1 FBx for every $1 *other food assistance benefit*\* spent at farmers markets |
| Rx | * Get $40 FBx every two weeks when customer verifies SNAP status (i.e. swipes EBT card and performs a balance check) * No qualifying purchase necessary | * Auto-credit $40 FBx every two weeks ($250 per quarter); no qualifying purchase necessary. |
| Both (Match & Rx) | * Customers who receive both Rx and Match should be able to get both types of FBx, as defined by the constraints in each benefit type | * Customers who receive both Rx and Match should be able to get both types of FBx, as defined by the constraints in each benefit type |

\*Other food assistance benefits could include WIC or Senior Farmers Market Nutrition Program vouchers

# PROJECT SCOPE

### 4.1 Project Time Line

The expectation of the City is that the deployment of the Solution will occur and be operational as soon as possible but no later than January 1, 2020. This preliminary project schedule may be adjusted at the discretion of the City.

### 4.2 Project Plan

Vendor must provide an estimated project plan (see instructions for the Management Response Form in Section 11.3) against the preliminary project schedule with any risks identified if Vendor is unable to meet the schedule. The schedule should identify time to perform the required implementation services, testing, training, acceptance cycles, and include a project milestone payment schedule. Implementation services are to include evaluation of requirements, process analysis, and identification of “best practices” for the Solution.

Vendor must provide an outline for how the Vendor will deliver the following services:

* Technical project management and coordination
* Solution installation, set-up, and deployment
* Business process improvement
* Configuration of business rules
* Functional and technical interface requirements definition
* System Testing, UAT, and Regression Testing of the integrations and all workflows configured from start to finish
* Support for production deployment, including planning and dry-run
* Report design specifications and development
* Comprehensive technical and administrative documentation, including Solution architecture design document
* Comprehensive and scalable training for all end users (see Section 4.5)
* Ongoing support after implementation for any customizations and how-to questions

### 4.3 Project Management

Vendor shall provide a Project Manager (PM) for the duration of the project. The Vendor PM shall participate in planning meetings, weekly status meetings, conference calls, and email communications with the City project team to coordinate project and professional service activities throughout all phases of the project. The Vendor PM, with assistance from the City project team, shall be responsible for the development of the following:

* Project Management Plan
  + Work Breakdown Structure
  + Approach
  + Implementation Plan
  + Fit-Gap Analysis
  + Roles/Responsibilities of project team
  + Project Schedule (activities/duration/resources)
  + Tracking mechanism for risks, action, issue and decision items
  + Training Plan
  + Test Plan
  + Support Plan
  + Logistics/Cutover Plan
  + Success Criteria Measurements

All issues that impact project cost, schedule, resources and/or business value should be escalated to the project team as soon as possible with the inclusion of resolution options.

### 4.4 Implementation

Based on the evaluation of all requirements, the Solution should automate business processes where appropriate, in accordance with industry best practices and department/ external operator operational methods and policies. During implementation, the Vendor shall assist in identifying change management requirements for the Solution and will assist in updating the process flow diagrams to match the implemented Solution. A final implementation diagram (including the environment) shall be delivered to the City as part of the Final Acceptance process.

Due to the nature and timeline of this project, Vendor must provide highly skilled and knowledgeable project team members who are capable of driving the implementation and delivery of the Solution, providing highest quality work as quickly as possible. Please list all the proposed project team members with their history and background (include their resumes/CVs) in the Management Response Document found in Section 11.3.

### 4.5 Training

In addition to the Training requirements set forth in the Technical and Functional Requirements document (see Section 11.3), the Vendor shall provide scalable training and documentation for end users and system administrators in the following areas:

* Overview sessions of the application, including navigation, terms definitions and basic structure
* Technical training, which includes configuration, maintenance, etc., focused at super users and system administrators
* Operator training and training materials for all operator groups identified (see Section 3.2), on all Solution modules/functionality, using a train-the-trainer approach designed with input and guidance from the City’s staff
* Strategy and documentation for initial and ongoing end user training, using a train-the-trainer approach designed with input and guidance from the City’s staff
* Documentation, which includes functional design documents, technical design documents, and all end user training materials (e.g. PPT presentations, how-to videos, handouts, guides, manuals, etc.)
* Vendor shall provide training material user rights to the City to allow the City to make adjustments, brand with the Fresh Bucks logo, if necessary, and translated into other languages as needed.

### 4.6 Support

In addition to the support requirements listed in the Technical and Functional Requirements document (see Section 11.3), Vendor’s proposed Support Agreement must meet the following:

* + 1. Vendor will provide all necessary resources to support acceptance testing, troubleshooting, and implementation of the Solution.
    2. Vendor will provide support for the Solution Monday through Friday from 8:00am (PST) to 5:00pm (PST).
    3. Vendor will monitor the Solution and will promptly report to the City all outages, including performance degradation.
    4. Any non-scheduled or emergency maintenance that impacts the Solution must be communicated to the City immediately.

**Incident Response Service Level.** Vendor will respond to the City and provide Initial Responses, Temporary Resolutions and Final Resolutions in accordance with the time requirements set forth in the table below.

|  |  |  |  |
| --- | --- | --- | --- |
| **Severity Level:** | **Vendor’s Initial Response will be provided within:** | **Vendor’s Temporary Resolution will be provided within:** | **Vendor’s Final Resolution will be provided within:** |
| 1 | 1 hour from receipt of initial notice from the City, or other discovery, of the Error | 4 hours from receipt of initial notice from the City, or other discovery, of the Error | 7 days from receipt of initial notice from the City, or other discovery, of the Error |
| 2 | 2 hours from receipt of initial notice from the City, or other discovery, of the Error | 48 hours from receipt of initial notice from the City, or other discovery, of the Error | 14 days from receipt of initial notice from the City, or other discovery, of the Error |
| 3 | 3 hours from receipt of initial notice from the City, or other discovery, of the Error | 7 days from receipt of initial notice from the City, or other discovery, of the Error | 30 days from receipt of initial notice from the City, or other discovery, of the Error |

* + - “**Initial Response**” means a written or electronic response from Vendor to the City, acknowledging receipt of a reported or discovered Error.
    - “**Temporary Resolution**” means a temporary fix or patch that Vendor has implemented and incorporated into the Solution to restore the Solution functionality, in accordance with its Specifications until the Final Resolution is available.
    - “**Final Resolution**” means a permanent fix that Vendor has implemented and incorporated into Solution to restore Solution functionality, in accordance with its Specifications.

|  |  |
| --- | --- |
| **Severity Incident Level** | **Definition** |
| **Severity 1** | A critical problem with the Solution in which any of the following occur: The Solution is down, inoperable, inaccessible or unavailable; the Solution otherwise materially ceases operation; the performance or nonperformance of the Solution prevents useful work from being done. |
| **Severity 2** | A problem with the Solution in which any of the following occur: The Solution is severely limited or degraded, major functions are not performing properly, the situation is causing a significant impact to certain portions of the City or Solution users’ operations or productivity; or the Solution has been interrupted but recovered, and in the City’s opinion there is high risk of reoccurrence. |
| **Severity 3** | A minor or cosmetic problem with the Solution in which any of the following occur: the problem is an irritant, affects non-essential functions, has minimal impact to business operations; the problem is localized or has isolated impact; the problem is an operational nuisance; the problem results in documentation errors; or the problem is any other problem that is not a Severity 1 or a Severity 2 incident, but is otherwise a failure of the Solution to conform to its Specifications. |

### 4.7 Out of Scope

|  |  |
| --- | --- |
| Out of Scope Item/Feature | Notes |
| * Integration into the City’s financial management system |  |
| * Processing of debit/credit cards |  |
| * Processing of Supplemental Nutrition Assistance Program (SNAP) benefits | The City does not intend to change the current SNAP/EBT processes in use at participating retailers. E.g. farmers markets would continue to use wooden EBT tokens (see Section 2.2 for details). |
| * Wireless connectivity and mobile device support | WiFi and hotspots are maintained by the farmers markets and neighborhood stores. |

# MINIMUM QUALIFICATIONS

The following are minimum qualifications the Vendor must meet in order for the Vendor’s proposal submittal to be eligible for evaluation. The City has provided a form in Section 11.3 that must be submitted as part of Vendor’s proposal response to clearly show compliance with these minimum qualifications. The RFP Coordinator may choose to determine minimum qualifications by reading that single document alone, so the submittal should be sufficiently detailed to clearly show how Vendor meets the minimum qualifications without looking at any other material. Those that are not clearly responsive to these minimum qualifications shall be rejected by the City without further consideration:

5.1 Vendor must have a minimum of three (3) years’ continuous experience implementing and supporting electronic benefit/payment software solutions.

5.2 Vendor must have implemented a minimum of two (2) electronic benefits platform and payment systems similar in complexity, scope and customer and transaction size (as referenced in the chart below), within the last three (3) years.

|  |  |
| --- | --- |
| # of unique customers served in 2017 | 6,065 |
| # of unique customer groups/benefit types | 5 |
| # of Fresh Bucks transactions in 2017 | 20,000 |

5.3 Vendor’s proposed Project Manager (PM) has managed at least one (1) electronic benefit/payment software solutions project of similar scope and complexity within the last five (5) years.

5.4 Vendor is the Software Manufacturer or a Certified/Authorized Reseller of the proposed software/system.

The Vendor, if other than the manufacturer, 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 bid rejection. This includes the certification to license the product and offer in-house service, maintenance, technical training assistance, and warranty services, including sale of available spare parts and replacement units if applicable.

# TECHNICAL AND FUNCTIONAL REQUIREMENTS

Listed Technical and Functional requirements are critical and should be addressed as part of Vendor’s response.

### 6.1 Technical and Functional Requirements

Based on current and future needs assessed by the City, a response matrix was created to set forth the Solution’s capability related to those needs. Please fill out the “Technical and Functional Requirements” response form provided in Section 11.3, using the parameters listed below:

|  |  |
| --- | --- |
| **Req#** | **Description** |
| P - Provided | Functionality or a feature of the product that works immediately and without special installation |
| M - Modified | Product can be configured or adapted to provide functionality or feature |
| F - Future Release | Functionality or feature will be available in a future release (provide estimated date of release) |
| N - Not Provided | Product is not capable of meeting requirement. |

### 6.2 Architecture / Security / SaaS Requirements

This response form provided in Section 11.3 is designed for Vendor to characterize the Solution within the context of the City's technology environment. Answers to the prompts in each section are used to develop a "Characterization Value" for various facets within each of the domains. Vendors must complete all the worksheets in the workbook. For each of the prompts, an appropriate response code (see table above) is required in the Vendor Response Column, blank responses will be considered as "Not Provided".

# 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.

### 7.1 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 Section 11.3, and it will ask you to specify if you have “physical nexus”.
4. All costs for any licenses, permits and Seattle Business License taxes owed shall be borne by the Vendor and not charged separately to the City.
5. The apparent successful Vendor must immediately obtain the license and ensure all City taxes are current, unless exempted by City Code due to reasons such as no physical nexus. Failure to do so will result in rejection of the bid/proposal.
6. Self-Filing You can pay your license and taxes on-line using a credit card <https://www.filelocal-wa.gov/Default_FileLocal.aspx>. .
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/business-licenses-and-taxes/manage-your-account-online>.

### 7.2 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>

### 7.3 Permits

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

# 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.

Contract workers shall not be given City office space unless expressly provided for below, and in no case shall such space be made available for more than 36 months without specific authorization from the City Project Manager.

Other than project meetings or solution training, 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.

# BACKGROUND CHECKS

### Background Checks and Immigrant Status

Background checks will be required for Vendor workers that will require City facilities or account access while performing the work under the awarded contract. 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>

# INSTRUCTIONS TO PROPOSERS

### 10.1 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 Vendor that fails to comply with any procedure in this chapter.

### 10.2 Communications with the City

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

Julie Salinas

206-684-0383

Julie.Salinas@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 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.

### 10.3 Pre-Proposal Conference

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

Those unable to attend in person may participate via telephone. The RFP Coordinator will set up a conference bridge for Vendors interested in participating via conference call. See page 1 for call-in information.

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.

### 10.4 Questions

Questions are to be submitted tothe RFP Coordinator no later than the date and time on page 1, in order to allow sufficient time for the City RFP Coordinator 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 RFP Coordinator 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.

### 10.5 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 would 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.

### 10.6 Bid Blog

The City Purchasing website offers a place to register for a Blog, under “Bid Opportunities” 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. The website is available at: <http://thebuyline.seattle.gov/>

### 10.7 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://thebuyline.seattle.gov/

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 Vendor that the Addendum was received and incorporated. However, the RFP Coordinator can reject the Bid if it does not reasonably appear to have incorporated the Addendum. The RFP Coordinator 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 RFP Coordinator must reject the Offer, or the RFP Coordinator 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 RFP Coordinator.

### 10.8 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.

### 10.9 Proposal Delivery Instructions.

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

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: *Julie Salinas*  Re: Fresh Bucks Point of Sale Technology Platform | City Purchasing and Contracting Services Div.  Seattle Municipal Tower  P.O. Box 94687  Seattle, WA 98124-4687  Attention: *Julie Salinas*  Re: Fresh Bucks Point of Sale Technology Platform |

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

### 10.10 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.

### 10.11 No Reading of Prices

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

### 10.12 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 FOB Destination. All prices shall be in US Dollars.

### 10.13 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.

### 10.14 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. 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, 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 the 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 (see Attachment #2 in Section 14) that the Vendor finds problematic, state the issue, and propose the language or contract modifications Vendor is requesting. The 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 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 Vendor, 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 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 proposal.

### 10.15 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.

### 10.16 Partial and Multiple Awards

The City reserves the right to name a partial and/or multiple award, in the best interest of the City. Vendors are to prepare proposals given the City’s right to a partial or multiple award. 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.

### 10.17 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.

### 10.18 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.

### 10.19 Taxes

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

### 10.20 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 Vendor require additional pricing for such purchases, the Vendor is to name such additional pricing upon Offer to the City.

### 10.21 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” (see Section 11.3) 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.

### 10.22 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.

### 10.23 Insurance Requirements

Insurance requirements presented in the Contract shall prevail. If formal proof of insurance is required to be submitted to the City before execution of the Contract, the City will remind the apparent successful Vendor in the Intent to Award letter. The 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.

### 10.24 Effective Dates of Offer

Vendor submittal must remain valid until 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.

### 10.25 Proprietary Materials

#### The State of Washington’s Public Records Act (Release/Disclosure of Public Records)

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

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

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 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 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 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>

### 10.26 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.

### 10.27 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 which are well ordered, detailed, comprehensive, and readable. Clarity of language and adequate, accessible documentation is essential.

### 10.28 Vendor Responsibility

It is the Vendor 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.

### 10.29 Changes in Proposals

Prior to 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.

### 10.30 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 submitted will properly and accurately reflects the Vendor 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 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.

### 10.31 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.

### 10.32 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.

### 10.33 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.

### 10.34 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.

### 10.35 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.

### 10.36 Proposal Disposition.

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

## 10.37 Seattle Ethics Code

Please familiarize yourself with Seattle’s Ethics Code: <http://www.seattle.gov/ethics/etpub/et_home.htm>

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)

### 10.38 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>. 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.

### 10.39 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 includes but is 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 the City Purchasing Manager, the Vendor that initiates such contacts may be rejected from the process.

# PROPOSAL FORMAT AND ORGANIZATION

### 11.1 General Instructions

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

b) The City requires One (1) original, eight (8) copies and one (1) electronic version of the response

1. All pricing is to be in United States dollars
2. If the City has designated 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
3. Please double-side your submittal

### 11.2 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.
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.

### 11.3 Proposal Format and Attachments

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

* **Cover letter. (*optional)***
* **Legal Name Verification (optional):** Submit a certificate, copy of webpage, 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.



* **Seller Certification, if applicable**: Attach proof of your reseller certification.
* **Management Response**: This response is mandatory.



* **Technical and Functional Response:** This response is mandatory.



* **Pricing Response:** This response is mandatory.



* **Proposed Maintenance Support Agreement:** This response is mandatory. Provide a copy of your maintenance and support agreement, including the applicable KPIs and SLAs for the Solution.
* **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 (see Section 10.13). 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.

### 11.4 Submittal Checklist

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

|  |  |  |
| --- | --- | --- |
| Cover Letter | Optional |  |
| Legal Name | Optional |  |
| Vendor Questionnaire | Mandatory |  |
| Minimum Qualification | Mandatory |  |
| Reseller Certification | If Applicable |  |
| Management Response | Mandatory | **Attachments:** These attachments are to be provided in the Management 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.   * Company Experience Statement * Company Organization Chart * Current Commitments * Previous Experience * List of Terminations (if any) * Description of Subcontracting Supervision * Description of Prime – No Subs (if applicable) * Project Scope * Proposed Staff * Future Support and Enhancements |
| Technical and Functional Response | Mandatory |  |
| Pricing Response | Mandatory |  |
| Proposed Maintenance Support Agreement | Mandatory |  |
| City Contract Acceptance & Exceptions | If Applicable |  |

# EVALUATION PROCESS

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

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

**Round 2: Competitive Screen.** The City will review all proposals that have been brought forward after Round 1. The Evaluation 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, Technical and Functional Specifications, or Management Proposal) or that have significant gaps will be eliminated.

**Round 3: Management, Technical and Functional, & 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.

* 1. General

Proposals will be placed into the competitive range in the order in which they scored during Round 3, unless a proposal is so deficient in a particular component, with high associated risks and a low probability of making it acceptable, as to preclude meaningful negotiations. Those Vendors the City deems to be within a competitive range will proceed to Round 4.

Proposals will be scored as follows:

|  |  |
| --- | --- |
| **Score** Criteria | Maximum Points |
| Management Response / Project Plan | 40 |
| Technical and Functional Response | 45 |
| Pricing Response | 15 |
| Grand Total | 100 |

1. Pricing

Pricing be scored as follows: The lowest price will receive the maximum amount of points available. Higher prices will receive a percentage of the maximum amount of points available. The following calculation will be used to assign points: Lowest Total Price / Proposed Total Price x Max Points = Points Awarded.

*Pricing Example: Vendor 1 total price $50, Vendor 2 total price $75, 15 max points available.*

*Vendor 1: $50 (lowest total price) / $50 (proposed total price) x 15 (max points available) = 15 (points awarded)*

*Vendor 2: $50 (lowest total price) / $75 (proposed total price) x 15 (max points available) = 10 (points awarded)*

**Round 4: Demonstrations/Interviews**.

The City, at its sole option, may require that Vendors who remain active and competitive provide a product demonstration in Seattle. Should only a single Vendor remain active and eligible to provide a demonstration, the City shall retain the option to proceed with a Demonstration or may waive this Round. Vendors shall be provided a script and then be scheduled for a full demonstration. 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. Points from Round 3 will not be carried over to Round 4.

The Vendor will submit to the RFP Coordinator 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 RFP Coordinator.

Presentation evaluation will be based on the following considerations:

* Demonstration scenarios: functionality and performance
* Navigation, common organization and ease of use
* Configuration flexibility and customization capabilities
* Reporting capabilities

Demonstrations/Interviews will be scored as follows:

|  |  |
| --- | --- |
| **Score Criteria** | Total Possible Points |
| Demonstrations/Interviews | 100 |

**Round 5: 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. 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 Rounds**: If no Vendor is selected at the conclusion of all the rounds, the City may return to any round in the process to repeat the evaluation with those proposals that were active at that round in the process. In such event, the City shall then sequentially complete all remaining rounds 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.

### 13.1 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.

### 13.2 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 bidders to understand how they may improve in future bidding opportunities.

### 13.3 Instructions to the Apparent Successful Vendor(s)

The Apparent 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 11.3), 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 Vendor and may disqualify the Vendor 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 Vendor disqualification for future solicitations for this same or similar product/service.

### 13.4 Checklist of Final Submittals Prior to Award

The Vendor(s) should anticipate that the Letter will require at least the following:

* Current Seattle Business License and proof that all taxes due have been paid
* Current State of Washington Business License
* Evidence of Insurance to the City Insurance Broker, if applicable
* Special Licenses (if any)
* Proof of Certified Reseller status, if applicable
* Contract Bond, if applicable
* Taxpayer Identification Number and W-9 Form

Vendors are encouraged to prepare these documents as soon as possible, to eliminate risks of late compliance.

### 13.5 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.



# ADDITIONAL ATTACHMENTS

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

### Attachment #1: Insurance Requirements



### Attachment #2: Contract & Terms and Conditions

