

**City of Seattle**

**Request for Proposal**

**RFP No. SPU-4745**

**TITLE: Mobile Work Management**

**TABLE 1 – SOLICITATION SCHEDULE**

|  |  |
| --- | --- |
| **Event** | **Date** |
| RFP Issued | March 21, 2019 |
| Pre-Proposal Conference  Seattle Municipal Tower  700 5th Ave Seattle, WA. 98124, Room 4110  See Section 12.2 For More Detail | April 4, 2019 2PM PT |
| Deadline for Questions | April 11, 2019 3PM PT |
| Sealed Proposals Due to the City | May 9, 2019 3PM PT\* |
| Interviews / Software Demonstrations | Week of June 3rd \* |
| System Delivery Due Date | Full implementation March 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 SECTION 12.***

***MARK THE OUTSIDE OF YOUR MAILING PACKAGE INDICATING RFP#SPU-4745:***

***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.***

# INTRODUCTION

The City of Seattle (the City) seeks to acquire a Mobile Work Management (MWM) solution that integrates with the Maximo Asset Management system to support the Seattle Public Utilities department, hereinafter referred to as“SPU - MWM”.

The SPU-MWM will be used by SPU field crews to retrieve, update and complete MAXIMO Work Orders and to inspect assets in the field. The SPU-MWM will also report crew hours required to complete MAXIMO Work Orders including tracking of the time spent on work in the field. This allows SPU to understand how much money is spent during the operational phase of the asset lifecycle.

The City desires to procure the most appropriate SPU-MWM solution within its financial means from a qualified vendor at a firm, fixed price. The City prefers to purchase a system that is in use by similar agencies and is proven to operate effectively. Although the City is requesting proposals for complete systems including software and services that include any and all third-party components (the “Solution”), the City may choose to not acquire all optional system components and may also exercise the option to procure third-party components directly (e.g., mobile devices). The City is open to considering solutions that are SaaS cloud based, On-Premises or combinations of these.

The City seeks a vendor that provides an effective and carefully structured approach to implement the SPU-MWM system. In this context, implementation refers to all efforts required to provide a complete and functioning system and preparation for Seattle Public Utility department (SPU) to use it effectively. This includes technology and implementation planning, detailed design, interfaces, software integration, designing minimal software modifications, testing, training, conversion assistance, end user and technical documentation, project management, and post-implementation warranty support.

The City would like to implement the selected MWM system by March 2020.

# PURPOSE

The City desires to procure, from a qualified vendor, a commercial off-the-shelf (“COTS”) solution. The proposed solution shall include the application software and related installation/integration services, implementation services, training, and ongoing support and maintenance for a firm fixed price (collectively the “Solution”).

Availability and confidentiality are top priorities for the City; therefore, data security and solution availability will be a main component of the awarded bid.

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 desired outcome of this RFPis to:

1. Procure a MWM that**:**

* Supports a high degree of integration with MAXIMO and GIS
* Meets the specified technical and business requirements for SPU as outlined in the requirements in section 7
* Is flexible enough to meet future SPU-MWM functional requirements
* Provides a high level of availability, security, and reliability
* Is highly configurable, allowing SPU to meet current and future needs without extensive software customization – this should optimize the ability of the vendor to provide long-term support and the ability of SPU to implement future upgrades and enhancements to the product
* Provides a high level of user satisfaction and positions SPU to take advantage of technology to improve departmental performance and efficiency

1. Enter into a long-term business relationship with an MWM vendor that:

* Has a history of successfully implementing comparable projects with agencies of similar size and complexity as the City of Seattle
* Has a long-term commitment to the MWM business
* Has long-term viability as a company
* Has qualified and experienced project staff to assign to the City’s project for the entire duration
* Commits to long-term customer support
* Shows confidence in its ability to successfully complete the work by invoicing only at approved milestones
* Has a product enhancement strategy that factors in customer needs and wants, without reliance solely upon software customization
* Will work with the City to develop a complete Detailed Design Document (DDD) that addresses current MWM requirements

# BACKGROUND

Seattle Public Utilities (SPU) is responsible for providing water, drainage, wastewater, and solid waste services to customers within the Seattle service area. Adhering to an asset management philosophy is critical for SPU as it seeks to manage all assets over their lifecycles while considering the social, environmental and economic impacts of decisions.

SPU field crews require use of MAXIMO in the field. The current tool meets several key business needs including:

* Retrieving, updating and completing MAXIMO Work Orders in the field – this is a key capability for making field crews efficient.
* Reporting of crew hours required to complete MAXIMO Work Orders – this is central to completion of employee timecards and tracking of the time spent completing specific operations and maintenance tasks. Tracking the time spent on work in the field allows SPU to understand how much money is spent during the operational phase of the asset lifecycle.

SPU is looking for a replacement or a significant upgrade because of synch performance issues in the field as well as the need to integrate inspection programs and provide end users with an integrated GIS UI to assist them in managing their work and selecting assets in the field (including in disconnected mode).

# OBJECTIVES

The objective is to deliver a more user-friendly application to raise the productivity of SPU field crews. The selected application will make it easier for field crews to enter and access data in the field resulting in higher quality user inputs and more reliable reports and metrics. The project will achieve the following business objectives:

**Solution Objectives** The solution shall be user friendly and configurable by the City to update according to business rules and regulatory requirements. The intent is for the implementation of the solution to improve SPU in the following areas:

* Data quality and reporting capabilities
* Mobile computing capabilities for field crews
* Ability to efficiently route, inspect, maintain and track assets in both on and offline states
* Supportability and end user training for field crews
* Inspection capabilities for various City assets including catch basins, sand boxes and junction boxes in both on and offline states
* Map interface to identify the location of City Work Orders and assets in both on and offline states
* Retrieving, updating and completing MAXIMO Work Orders in the field in both on and offline states
* Reporting of labor and vehicle hours required to complete MAXIMO Work Orders in both on and offline states

**Project Objectives** In addition to the solution objectives, SPU expects the vendor to provide expert project management to deliver the following:

* Assistance with the design and implementation of best practice work flows to achieve efficiency goals
* Assistance with change management to identify the level of change impact on work units
* A solution that is maintainable and supportable by super-users and IT staff
* Support for production deployment, including planning, testing, dry-run, and production migration
* Training to cover business operations, support, and technical operations

Confidentiality is a top priority for the City; therefore, data security will be a main component of the awarded bid. The solution must provide security that will manage sensitive data and identify any additional software that is required outside of solution that restricts access.

# MINIMUM QUALIFICATIONS

The following are minimum qualifications that the vendor must meet in order for their proposal submittal to be eligible for evaluation. Using the template in Section 13, please validate compliance with the minimum qualifications listed below. 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 you meet 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:

1. Vendor has at least three (3) years of experience implementing mobile work management (MWM) solutions for Maximo.
2. Vendor has implemented at least two (2) MWM solutions of similar scope and complexity which have been functional for a minimum of one (1) year.
3. Vendor’s proposed project manager has managed at least one (1) project of similar scope and complexity within the last five (5) years.
4. Vendor’s project manager has managed at least one (1) implementation of the proposed software solution within the last three (3) years.
5. Proposer is the Software Manufacturer or a Certified/Authorized Reseller of the proposed software/system. The Proposer, if other than the manufacturer, shall submit with the proposal a current, dated, and signed authorization from the manufacturer that the Proposer 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.
6. Vendor is an IBM certified partner.

# PROJECT APPROACH AND SCHEDULE

**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 March 31, 2020. This preliminary project schedule may be adjusted at the discretion of the City.

|  |  |
| --- | --- |
| **Estimated Timeline** | |
| Configure, Migrate, Deploy & Train | June 2019 – May 2020 |

Vendor must provide an estimated high-level project plan and approach 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 a project milestone payment schedule. Implementation services are to include evaluation of requirements and process analysis, identification of “best practices” for the solution, and system configuration to support the updated business rules. The City expects to update and automate business rules, where appropriate, in accordance with industry best practices and department operational policy.

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

* Technical project management and coordination
* Solution installation, set-up, and deployment
* Business process improvement
* Organizational Change Management
* To-be business process analysis and best practice guidance
* To-be business process documentation
* Creation of a prototype following analysis to validate requirements conversation
* Configuration and development of updated work flows, record types, business rules
* Functional and technical interface requirements definition including City’s GIS and Maximo systems
* Data mapping of all data from one or more data sources such as Maximo and GIS to proposed solution
* System testing, UAT, and regression testing of the integrations and all workflows configured from start to finish
* Support for production deployment, including planning, dry-run, and production migration
* Comprehensive technical and administrative documentation
* Solution architecture design document
* Ongoing support after implementation for any integrations, customizations, and how-to questions

Vendor will assist with change management and provide all the necessary user and maintenance training required for the solution. The City is expecting the vendor to provide, at a minimum, the following:

* Assistance with identifying the level of change impact on staff
* Training and documentation for the following areas:
  + Overview training of the application, including navigation, terms, definitions, and basic structure
  + Technical training including configuration, maintenance, etc., focused at super users and system administrators
  + User training and documentation
  + Train-the-Trainer sessions
  + Strategy and documentation for end user training
  + Documentation – functional design documents, technical design documents, and user and mobile manuals

Due to the nature and timeline of this project, vendor must provide highly skilled and knowledgeable project team members that are capable of driving the implementation and delivery of the solution as quickly as possible. Please list all the proposed project team members with their history and background (include their CVs) in the Management Response Document found in Section 13 (Proposal Format and Organization).

## Out of Scope

|  |
| --- |
| **Out of Scope Item/Feature** |
| * Systems capability outside of Mobile Work Management and Inspections processes |
| * Mobile device procurement |

# REQUIREMENTS

**Technical, Functional & Business Requirements**



# MANDATORY TECHNICAL REQUIREMENTS

The following are mandatory technical 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 technical requirements, or your proposal will be rejected as non-responsive. Using the template in Section 13, please validate compliance with the requirements listed below. The City may choose to determine compliance with the mandatory technical requirements by reading that document alone so the submittal should be sufficiently detailed to clearly show how you meet the requirements without looking at other material. Those that are not clearly responsive to these mandatory technical requirements shall be rejected by the City without further consideration:

1. Solution must maintain off the shelf integration with Maximo version 7.6.0.9.
2. Solution must support full operation in disconnected mode.
3. Solution will support current the City’s ESRI ArcGIS ArcMap version 10.6.1.

# 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. (A “physical nexus” means that you have physical presence, such as: a building/facility located in Seattle, you make sales trips into Seattle, your company drives into Seattle for product deliveries, and/or you conduct service work in Seattle (repair, installation, service, maintenance work, on-site consulting, etc.).
2. 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.
3. 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.
4. Self-filing – you can pay your license and taxes on-line using a credit card [www.seattle.gov/self/](http://www.seattle.gov/self/).
5. 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.
6. The licensing website is [www.seattle.gov/licenses](http://www.seattle.gov/licenses).
7. 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 are provided below for your convenience.
8. 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/business-licenses>.

**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.

# INDEPENDENT CONTRACTOR AND CITY SPACE REQUIREMENTS

The vendor will work 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.

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

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

# BACKGROUND CHECKS

**Background Checks and Immigrant Status**

Background checks will be required for workers performing the work under this 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

* 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 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:

**David McLean**

**206-684-0445**

[**David.mclean@seattle.gov**](mailto:David.mclean@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 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.

* 1. **Pre-Proposal Conference**

The City shall conduct an optional pre-proposal conference on the time and date provided on page 1**,** at the City Purchasing Office, 700 5th Avenue, Suite 4112, Seattle. Though the City will attempt to answer all questions raised during the pre-proposal conference, the City encourages vendors to submit questions they 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 representatives in attendance.

Those unable to attend in person may participate via the Skype Information below. Please e-mail David McLean [-David.Mclean@seattle.gov](mailto:-David.Mclean@seattle.gov) to let him know who will be calling in from your Company. He will add your name to the Attendee List.

.........................................................................................................................................

[Join Skype Meeting](https://meet.seattle.gov/david.mclean/7K95JJS7)

Trouble Joining? [Try Skype Web App](https://meet.seattle.gov/david.mclean/7K95JJS7?sl=1)

Join by phone

206-386-1200, English (United States)

844-386-1200, English (United States)

Conference ID: 578088

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

* 1. **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 to consider the question before the bids or proposals are due. The City prefers such questions to be through e-mail directed to the 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.

* 1. **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.

* 1. **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 are posted regarding the solicitation you are interested in. <http://www.seattle.gov/city-purchasing-and-contracting/city-purchasing>

* 1. **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>. Please submit questions using the Question Form below



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 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.

* 1. **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.
  1. **Proposal Delivery Instructions**

###### The submittal may be hand-delivered or received by the RFP Coordinator 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: David McLean**  **Re: RFP# SPU-4745** | City Purchasing and Contracting Services Div.  Seattle Municipal Tower  P.O. Box 94687  Seattle, WA 98124-4687  **Attention: David McLean**  **Re: RFP# SPU-4745** |

1. Hard-copy responses should be in a sealed box or envelope clearly marked and addressed with the PCSD RFP Coordinator 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 before 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.*

* 1. **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.

* 1. **Offer and Proposal Form**

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

* 1. **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.

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

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

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

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

The City may, for informational purposes, request vendor to submit its licensing and maintenance agreement with its 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 its 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.

* 1. **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.

* 1. **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 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.

* 1. **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.

* 1. **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.

* 1. **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.

* 1. **Inter-local Purchasing Agreements**

This is for information and consent only and shall not be used for evaluation. The City has entered into inter-local 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.

* 1. **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.

* 1. **Women and Minority Opportunities**

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

* 1. **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 call the Office of Labor Standards at 206.684.4500 with questions.

* 1. **Insurance Requirements**

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

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

* 1. **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.

* 1. **Proprietary Materials**

## According to 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) and 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, as a courtesy, the City will allow 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 may 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 [https://city-seattle.mycusthelp.com/webapp/\_rs/(S(hui2qtcx45vzzdutqc3nlhqg))/supporthome.aspx?sSessionID=1567425013COBVF[GLEZGZIOPFPBSIZKVNMZUKON](https://city-seattle.mycusthelp.com/webapp/_rs/(S(hui2qtcx45vzzdutqc3nlhqg))/supporthome.aspx?sSessionID=1567425013COBVF%5bGLEZGZIOPFPBSIZKVNMZUKON).

**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.

* 1. **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.

* 1. **Proposer Responsibility**

It is the responsibility of the proposer 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.

* 1. **Changes in Proposal**

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.

* 1. **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 properly and accurately reflect 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.

* 1. **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.

* 1. **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.

* 1. **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.

* 1. **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.

* 1. **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.

* 1. **Proposal Disposition**

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

* 1. **Ethics Code**

Please familiarize yourself with the new code: <http://www.seattle.gov/ethics/etpub/et_home.htm>. Attached is a pamphlet for vendors, customers and clients. Specific questions 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 this question. You must continue to update this 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 selecting, negotiating, drafting, signing, administering 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).

* 1. **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: <https://web6.seattle.gov/FAS/OBD/Logon/Logon.aspx?ReturnUrl=%2ffas%2fobd>. 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.

* 1. **Prohibited Contacts**

Proposers shall not interfere, or in any way to discourage, 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 the contact may be rejected from the process.

# Proposal Format and Organization

**General Instructions**:

1. Number all pages sequentially. The format shall follow closely that requested in this RFP.
2. The City requires the following when responding to the RFP:

* **One (1**) original complete with **ALL** required documents plus **One (1)** Electronic (flash drive)
* **One (1)** Electronic (flash drive) that include the following documents:
  + Minimum Qualifications, Mandatory
  + Mandatory Technical Requirements
  + Management Response, Mandatory
  + Technical and Functional Response
  + Security & Architecture
  + **Please do not include Pricing**
* **One (1)** copy of pricing in separate envelope (clearly marked)
* **One (1)** flash drive containing a redacted copy of complete proposal **if you believe your proposal contains records that are exempt under the State of Washington’s Public Records Act.**

1. All pricing is to be in United States dollars.
2. Please double-side your submittal.

**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 877.743.7252 or Complete Office Solutions at (206) 628-0059.
2. Please do not use any plastic or vinyl binders or folders. The City prefers simple 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**

Please submit your proposal in the following format:

**Cover Letter (optional)**

**Legal Name Verification (optional)**: Submit a certificate, copy of web-page, or other documentation from the Secretary of State in which you incorporated that shows your legal name as a company. Many companies use a “Doing Business As” name, or a nickname in their daily business; the City requires the legal name of your company, as it is 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 Technical Requirements**: This response is mandatory. Vendor must meet all of the mandatory technical requirements for the proposal to remain eligible for consideration. Compliance may be determined from this document alone. Those not clearly responsive to these mandatory technical requirements shall be eliminated from consideration.



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



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



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



**Security and Architecture Response:** This response is mandatory. This response is not scored.



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

If vendor desires exceptions to the City Contract, attach the City Contract that shows the alternative contract language (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 | Optional |  |
| Legal Name | Optional |  |
| Vendor Questionnaire | Mandatory |  |
| Minimum Qualifications | Mandatory |  |
| Mandatory Technical Requirements | Mandatory |  |
| Reseller Certification, if applicable | Mandatory |  |
| Management Response | Mandatory |  |
| Technical and Functional Response | Mandatory |  |
| Pricing Response | Mandatory |  |
| Security and Architecture Response | Mandatory |  |
| City Contract Acceptance & Exceptions | Optional |  |

# 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 Questionaire, Equal Benefits and Minimum Qualifications will also be screened in this round to determine proposer responsiveness.

**Round 2: Mandatory Technical Requirements –**

The City will thenreview submittals for initial decisions on responsiveness to the mandatory technical requirements. Those found responsive based on this initial review shall proceed to the next round.

**Round 3: Management, Technical & Functional, and 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 |
| Management Response | 300 |
| Technical and Functional Response | 550 |
| Pricing Response | 150 |
| Grand Total | 1000 |

Pricing Response will be scored as follows: The lowest total cost will receive the maximum amount of points available. The pricing response has a maximum of 5 points. Higher total costs will receive a percentage of the maximum amount of points available. The following calculation will be used to assign points: Lowest total cost / Proposed total cost x Max Points = Points Awarded.

**Round 5: Demonstrations/Interviews –**

Seattle, 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.

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 RFP Coordinator.

The points for this round will stand alone, as points from previous rounds will not be carried over.

|  |  |
| --- | --- |
|  | **Total Possible Points** |
| Demonstrations/Interviews | 500 |

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

**Site Visit:** At the City’s option, City staff may travel to the location of the highest ranked vendor 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.

**Round 7: Fit and Gap –**

At the City’s option, the top ***finalist may*** be asked by the City to complete a fit and gap process, to evaluate their product with City requirements. Finalist(s) will have access to City data, forms, business processes documentation and additional detail of the City specifications. At the City’s option, the vendor(s) may be required to submit a revised proposal to address gaps. Vendors that participate in this step shall be reimbursed travel and per diem expenses for a team that has been approved in advance by the City.

**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.

**No Debriefs**

The City will not conduct debriefs for this solicitation.

**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
* Special Licenses (if any)
* Proof of certified reseller status (if applicable)
* Supply a Taxpayer Identification Number and W-9 Form

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

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

****

**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**

