

**City of Seattle**

**Request for Proposal**

**RFP No. SPU\_4746**

**TITLE:** **Watershed Content Management System (CMS)**

**Closing Date & Time: April 24, 2019 – 3:00 PM Pacific Time**

**TABLE 1 – SOLICITATION SCHEDULE**

|  |  |
| --- | --- |
| **Event** | **Date** |
| RFP Issued | MAR 11, 2019 |
| Pre-Proposal Conference | MAR 29, 2019 1:00 – 2:30 PM PST  **See Section 12.2 Below for Location** |
| Deadline for Questions | April 14, 2019 COB |
| Sealed Proposals Due to the City | APR 24, 2019 3:00 PM PST |
| Evaluations (Rounds 1 – 4)  \* See Section 14 | \* Evaluation Completion Date MAY 21, 2019 |
| Interview/Software Demonstrations (Round 5)  \* See Section 14 | \* Interview Start Date, MAY 29 – 31, 2019 (Hold the dates. If your proposal makes it to Round 5 you will be expected to be available all day for one of the days listed) |
| System Delivery Due Date | \*Full integration by September 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 #4746.***

***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) and Seattle Public Utilities (SPU) seeks to acquire a Content ManagementSystem (CMS) to create an SPU Watershed Protection Section “Protection Access Control System” (SPU-PACS) (the “Solution”). SPU-PACS will be used to manage information key to activities in permitting, access and control in compliance with Washington Administrative Code (WAC), Department of Homeland Security, Washington Department of Health (WDOH), and physical security best practices.

The City desires to procure the most appropriate system to meet the SPU-PACS requirements from a qualified vendor at a firm, fixed-price. The City solution preference is a Microsoft Dynamics vendor/implementor but is also open to other vendor solutions that can provide this capability which meet or exceed the requirements identified in this RFP (See Section 4.1). Although the City is requesting proposals for complete systems, including hardware, software, and services that include any and all third-party components, the City may choose not to acquire all system components, so please plan to breakout your responses to address pricing and services associated with software, hardware and other services separately. The City may also exercise the option to procure third-party components directly (e.g., PCs and monitors).

The City SPU Watershed Protection Section seeks a vendor that will provide an effective and carefully structured approach to implement SPU-PACS. In this context, implementation refers to all efforts required to provide a complete and functioning system and prepare the Watershed Protection Section to use it effectively. This includes technology and implementation planning, detailed design, interfaces, software integration, designing minimal software modifications, testing, training, end user and technical documentation, project management, and post-implementation warranty support and potential phased approach to deliver the solution required.

The City estimates a full integration by September 2020.

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.

# PURPOSE OF CONTENT MANAGEMENT SYSTEM

1. Meets the technical and functional requirements for SPU - Watershed Protection, as outlined in the key business processes and business requirements specifications included in this RFP.
2. Is highly configurable and can meet current and future needs without ongoing extensive software customization.
3. Provides a high level of availability, security, and reliability
4. Provides a solution that can operates in both a connected and disconnected state.
5. Optimizes both the ability of the vendor to provide long-term support and the ability of SPU - Watershed Protection to implement future upgrades and enhancements to the product.
6. Provides a high level of user satisfaction and positions SPU - Watershed Protection to take advantage of technology to improve business performance and efficiency.
7. Allows easy access to data for report and query generation and updating stylesheets without the need for a programming specialist.
8. Provides a high degree of integration with key enterprise applications, such as AMAG Access Control system and other internal and external databases.
9. It is envisioned that the system will create, manage, and publish separate information product formats as specified in the Business Requirements Document (BRD) that can be found in Section 7 of this RFP
10. Integration with enterprise applications is required. It is anticipated that information will flow into the City access and control systems as described in the BRD.
11. **BACKGROUND**

The SPU Watershed Protection Section, Watershed Management Division, administers a series of business processes intended to protect source surface water quality at the Cedar and Tolt Municipal Watersheds. These processes, approved by the Washington Department of Health, comprise the Watershed Control Program as directed by the Limited Alternative to Filtration (LAF) and Federal requirements to ensure the Watershed meets criteria to remain unfiltered.

* 1. **Watershed Protection Work Environment**

There are up to twelve Watershed Protection staff/users at any given time reporting to a supervisor - Watershed Protection Manager. Three staff are primarily in the office and only go into the field for incidents and emergencies.  The remaining staff are primarily in the field and are only in the office at the beginning and end of shift. Field staff average 50-75 miles a day patrolling over 100,000 acres of city-owned watershed lands in the Cascade mountains by vehicle (primary), foot, boat, bicycle, and helicopter.  Most of shifts are spent completely disconnected from any cell or Wi-Fi networks.

The Watershed Protection Section staff controls human use, prevents trespass, surveils remote watersheds, prevents wildland fires, responds to incidents, conducts search and rescue activities, responds to hazardous material spills, collects weather and asset data, and inspects and decontaminates equipment for aquatic invasive species. Primary duties include security patrols, infrastructure inspections, source water quality data collection, enforcement, and emergency response.  The physical environment can be very challenging, and all equipment must endure heavy rain, cold temperatures, wind, dust, and heat.  Permitting and access and control receives considerable attention and currently requires multiple systems and processes to ensure regulatory compliance for an unfiltered drinking water source.  Incidents and emergencies are frequent and demand several documentation paths that are both internally and nationally based and may involve regional or out of state mobilizations.

* 1. **Watershed Protection Section Program Obligation & Regulation**

Currently, the Watershed Protection Section staff labor through several computer and internet-based applications and a series of business processes to complete their daily work. The primary application used for permitting is no longer serviceable, is inefficient, unsupported, and at risk of catastrophic failure. If this system fails, Seattle Public Utilities may no longer comply with our control of the watersheds criteria which directly relates to maintaining our unfiltered status, which will not serve the rate payers. The effectiveness and efficiency of these business processes requires a supported set of integrated technology to provide the ability to collect information required for monitoring the watershed and producing compliance reports mandated for an unfiltered water supply.

SPU delivers an average of 130 million gallons of water each day to more than 1.3 million people in the King County region, including customers of 20 wholesale purveyors in addition to the Cascade Water Alliance. The Cedar system supplies 60-70 percent of the supply and the Tolt supplies 30-40 percent. Generally, federal and state water quality regulations require that municipal water supplies be filtered. However, the 1996 amendments to the Safe Drinking Water Act included a provision for a Limited Alternative to Filtration (LAF) standard that allows water systems with highly protected watersheds to apply for permission to operate without filtration if adequate disinfection and watershed protection are maintained. Under the LAF provision, WDOH Drinking Water Regulations [WAC 246-290-691] provide guidance for municipalities providing drinking water using surface water sources. The regulations identify the following requirements for a watershed control program within a municipal water supply meeting conditions for LAF [WAC 246-290-691 (3)(b)(i-iv)]:

1. The watershed must not be allowed to be inhabited, except for those designated individuals and for those periods of time each year that would be directly associated with the protection of the watershed.
2. The purveyor shall develop and implement a WDOH-approved watershed control program.
3. The purveyor shall monitor, limit, and control all facilities and activities in the watershed affecting source quality to preclude degradation of the physical, chemical, microbiological (including viral and *Cryptosporidium* oocysts contamination), and radiological quality of the source. The purveyor shall demonstrate through ownership and/or written agreements acceptable to WDOH control of all human activities that may adversely impact source quality.
4. At a minimum, the purveyor ‘s watershed control program shall: AA) characterize the watershed hydrology and land ownership; BB) identify watershed characteristics and activities that may adversely affect source water quality; and CC) monitor the occurrence of activities that may adversely affect source water quality.
   1. **Key Watershed Protection Responsibilities**

The SPU Watershed Management Division (WMD) is jointly responsible for protecting raw water quality as well as managing all other natural and cultural resources in the City's two municipal watersheds. SPU is charged with maintaining the integrity of raw water supplies in the Cedar and Tolt systems and enforcing watershed protection as required by state and federal regulations. The management of the municipal watersheds include:

1. Watershed Protection Program—provides security and protection services including surveillance, water quality monitoring, and compliance with drinking water regulations.
2. SPU Policy and Procedure, Securing SPU Facilities - charged with establishing procedures to ensure a safe and secure work environment for employees, contractors, customers, and visitors; ensure the provision of quality services to the public; and deter, detect, and respond to criminal and security threats at SPU, including acts of terrorism.
3. Unauthorized Access to SPU Facilities - Establish procedures to reasonably protect persons, corporate assets, equipment, and services from disruption and to protect the quality of water delivered to the public. To accomplish this objective, intrusions, trespassing on SPU property, and all criminal activity on or affecting SPU property must be evaluated, reported, investigated, prosecuted, or any combination thereof. Direct stringent control of all human entrance to the watersheds is the primary strategic means of providing watershed protection to the City water supply system.
4. Watershed Enforcement - Watershed Protection staff are responsible for enforcing City ordinances, state laws, and other regulations governing the protection of the surface water supply facilities, including apprehension of violators and identifying and responding to conditions that may have the potential to adversely affect the quality of the raw water supply.
5. Fire prevention and suppression – SPU maintains its own Wildland Fire Crew to provide initial response should a wildfire be started in, or adjacent to, any watershed area.
6. Aquatic Invasive Species - Several aquatic organisms currently create or have the potential to create nuisance conditions in Washington state waters, including the drinking water supplies for the City of Seattle. Once established in an aquatic system, infestations of these nuisance organisms can be difficult to control and impossible to eradicate, resulting in deleterious effects on water quality and water system operations.
7. **OBJECTIVES**

The objective of this RFP is to select a contractor with the qualifications and experience to efficiently provide a PACS solution. The ideal vendor/contractor will work with users in order to understand their business and needs; has a track record of success with similar projects with satisfied customers and can deliver the solution on time and within the budget proposed; shall communicate well to all levels of the project and executive teams and work closely with the project IT technical and non-IT team members.

* The selected vendor shall be able to deliver, analyze, design, configure, test, train, and implement a CMS to adequately address documented requirements of the SPU-PACS.
* The selected vendor solution shall enable better management and reporting of the key Watershed Protections activities listed above.
  + In addition, the new system is to provide a structured and intuitive means for staff to collect, manage, and publish an assembly of content components that are timely, accurate, consistent, and complete. The expectation is the new CMS system will be intelligent (i.e., structured, categorized, automatically discoverable, reusable, reconfigurable, and adaptable) with the aim to make Watershed Protection Section jobs easier, faster, better and cheaper.
  1. **Technology Objectives:**

The City is open to the following solutions that meet the requirements identified in this RFP

1. **For a Microsoft Dynamics Solution:** The City has determined that the Microsoft Dynamics CMS, already utilized by other City Departments, could meet the key requirements identified in this RFP. The City is looking for a vendor to design and develop the solution identified in this RFP utilizing the Microsoft Dynamics platform.
2. **Alternate Vendor Solution:** The City is also open to a proposed solution utilizing a different CMS structure that can meet or exceed expectations identified in this RFP.

If the City cannot provide IT support for the proposed vendor solution, then the City may require ongoing vendor support that will need to be defined by vendor in their response to this RFP. For the purposes of your proposal, please include the basic level of annual support and maintenance.

Although the purpose of this RFP is to focus on the requirements of the SPU-PACS, SPU may choose to leverage the same solution for other departmental needs. The City is interested in learning about functionality that may be available as natural extensions to the Solution. Any additional modules/options/functionality identified should be able to fully integrate as part of the suite and fit seamlessly with the Solution. Vendor should include high-level functionality and pricing information in the Pricing Response. While these additional modules/options/functionality will not be evaluated and scored, the City reserves the right to purchase these additions at any time during the duration of the contract.

1. **MINIMUM QUALIFICATIONS**

The following are minimum qualifications and licensing requirements that the Vendor must meet to be eligible to submit an RFP response. Using the template in Section 13, please validate compliance with the minimum qualifications listed below. Responses must clearly show compliance to these minimum qualifications. Those that are not clearly responsive to these minimum qualifications shall be rejected by the City without further consideration:

1. Vendor has a minimum of three (3) years continuous experience implementing and supporting Content Management software solutions.
2. Vendor has successfully deployed a minimum of one (1) project and supported the software for minimum of one year, with an agency of similar size and complexity to the City of Seattle.
3. Proposed project manager has managed at least one (1) software implementation project of similar scope and complexity within the last five (5) years.
4. 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.
5. **MANDATORY TECHNICAL REQUIREMENTS**

The following are mandatory technical requirements 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. Compliance may be determined this document alone so it is important that the submittal is sufficiently detailed to clearly show how you meet the mandatory technical requirements. Those that are not clearly responsive to these mandatory technical requirements shall be rejected by the City without further consideration:

1. System enables users to collect data, manage data and publish data.
2. System functionality is available in both connected and disconnected modes.
3. System manages issuance of inventory.
4. System protects Personal Identifiable Information (PII).
5. **PROJECT SCOPE**
   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. This preliminary project schedule may be adjusted at the discretion of the City. This schedule is based on an expectation that the delivery of the full solution be provided by July 1, 2020 to enable the key business objectives identified to be met.

* 1. **Project Planning**

Vendor must provide an estimated project plan/schedule against the preliminary project schedule with any risks identified. 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.

Based on the evaluation of all requirements, the solution shall 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 key business 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.

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

1. Technical project management and coordination
2. Solution installation, set-up, and deployment
3. Business process improvement
4. Configuration of business rules
5. Functional and technical interface requirements definition
6. System Testing, UAT of the integrations and all workflows configured from start to finish
7. Support for production deployment, including planning and dry-run
8. Report design specifications and development
9. Comprehensive technical and administrative documentation, including Solution architecture design document
10. Implementation processes and diagrams
11. Comprehensive and scalable training for all end users
12. Ongoing support after implementation for any customizations and how-to questions
13. Change Management
    1. **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:

1. Project Management Plan
2. Work Breakdown Structure
3. Approach
4. Implementation plan
5. Fit-Gap analysis
6. Roles/responsibilities of project team
7. Project schedule (activities/duration/resources)
8. Tracking mechanism for risks, action, issue and decision items
9. Training plan
10. Test plan
11. Support plan
12. Logistics/cutover plan
13. 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.

* 1. **System Solution Delivery**

The Proposed Solution will be used to develop an integrated content management system to meet business operational requirement for SPU-Watershed Protection.

The Proposed Solution to include the following:

1. Software system and all required licensing and user licenses
2. Technical project management and coordination
3. Software system design, development, installation, set-up, and deployment
4. Content Management System as described in the BRD
5. Business Process Improvement and Organizational Change Management
6. Communications plan
7. To-be business process analysis and best practice guidance and documentation based on current identified processes
8. System configuration, configuration analysis, development of work flows, record types, business rules
9. Interface analysis and development with data mapping and conversion from one or more data sources to the proposed software solution
10. Reporting on design specifications and development
11. Technical and administrative training and comprehensive end-user training
    1. Training/support documentation and materials development
12. System test planning, coordination, and execution
    1. Unit testing and validation
    2. Usability test planning, coordination, and execution
    3. Test case development and documentation
    4. User acceptance testing coordination and issue resolution
13. Comprehensive technical and administrative documentation
14. Solution architecture design document
15. Production go-live planning and dry run through use of staging and development structure
16. Post-implementation onsite support
    1. **Training**

In addition to the training requirements set forth in the Business Requirements Document, the vendor shall provide scalable training and documentation for end users and system administrators in the following areas:

1. Overview sessions of the application, including navigation, terms definitions and basic structure
2. Technical training, which includes configuration, maintenance, etc., focused on staff users and system administrators
3. Training materials for all groups identified, for all solution modules/functionality, using both menu and train-the-trainer approach designed with input and guidance from the City’s staff with an expectation to deliver 8 hours of onsite training
4. Strategy and documentation for initial and ongoing end user training
5. Documentation, which includes functional design documents, technical design documents, and all end user training materials
   1. **Support**

In addition to the support requirements listed in the Technical and Functional Requirements document (see Section 13), 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 based on severity level support structure listed below.
    3. If the Vendor solution requires the system to be located on their premise and maintained by them, they will be responsible to monitor and 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.

1. **BUSINESS REQUIREMENTS AND REFERENCE DOCUMENTATION**

Below is the Business Requirements Document containing technical and functional requirements for this project. The mandatory response to the requirements document can be found in Section 13 of this RFP. Accompanying this document is the Annual Activity Levels Report referenced in the Performance requirements. Note: You will need Adobe Reader to access these documents.

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We have also included “To Be” process flow diagrams of key operations at the Watershed to provide additional insight for how the new system will be utilized.

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Below is the current state information product inventory utilized by Watershed Protection. The vendor will be expected to take into account the existing form structure as part of proposed solutioning and to assist in potential demonstrations during final evaluation.

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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.

* 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 our submittal package items later in this RFP, and it will ask you to specify if you have “physical nexus”.
4. All costs for any licenses, permits and Seattle Business License taxes owed shall be borne by the vendor and not charged separately to the City.
5. The apparent successful vendor must immediately obtain the license and ensure all City taxes are current, unless exempted by City Code due to reasons such as no physical nexus. Failure to do so will result in rejection of the bid/proposal.
6. Self-Filing You can pay your license and taxes on-line using a credit card [www.seattle.gov/self/](http://www.seattle.gov/self/).
7. For Questions and Assistance, call the License and Tax Administration office which issues business licenses and enforces licensing requirements. The general e-mail is [tax@seattle.gov](mailto:tax@seattle.gov). The main phone is 206-684-8484.
8. The licensing website is [www.seattle.gov/licenses](http://www.seattle.gov/licenses).
9. If a business has extraordinary balances due on their account that would cause undue hardship to the business, the business can contact our office to request additional assistance. A cover-sheet providing further explanation, along with the application and instructions for a Seattle Business License is provided below for your convenience.
10. Those holding a City of Seattle Business license may be required to report and pay revenue taxes to the City. Such costs should be carefully considered by the vendor prior to submitting your offer. When allowed by City ordinance, the City will have the right to retain amounts due at the conclusion of a contract by withholding from final invoice payments.

An application for a Seattle Business License can be found at <http://www.seattle.gov/business-licenses-and-taxes/business-licenses>.

* 1. **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.

1. **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.

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 City 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, and 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.

1. **BACKGROUND CHECKS**

**Background Checks and Immigrant Status**

Background checks will be required for workers that will be 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>

1. **INSTRUCTIONS TO PROPOSERS**

## Proposal Procedures and Process

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

## Communications with the City

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

Presley Palmer, CPPB

206-233-7158

[Presley.Palmer@Seattle.gov](mailto:Presley.Palmer@Seattle.gov)

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

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

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

## 12.2. Pre-Proposal Conference

The City shall conduct an optional pre-proposal conference on the time and date provided in page 1**,** at the Seattle Municipal Tower Bldg (SMT), Floor 41, Room 4110, Seattle. 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 both before and after the pre-proposal conference to the RFP Coordinator. Questions prior to the pre-proposal conference should be submitted 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 or Skype as instructed below:

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[Join Skype Meeting](https://meet.seattle.gov/presley.palmer/QHT6L7P2)     

Trouble Joining? [Try Skype Web App](https://meet.seattle.gov/presley.palmer/QHT6L7P2?sl=1)[[1]](#footnote-2)

Join by phone

206-386-1200

844-386-1200

Conference ID: 88123784

[Find a local number](https://dialin.seattle.gov?id=88123784)

**\*Note**: Please send an email to [Presley.Palmer@seattle.gov](mailto:Presley.Palmer@seattle.gov) with the name of your organization and the names of those who will be calling in.

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 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.

## Changes to the RFP/Addenda

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

## Bid Blog

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

## Receiving Addenda and/or Question and Answers

The City will make efforts to provide courtesy notices, reminders, addendums and similar announcements directly to interested vendors. The City makes this available on the City website and offers an associated bid blog: <https://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.

## Proposal Submittal Instructions

* Proposals must be received no later than the date and time specified on the Solicitation Schedule or as otherwise amended.
* Alternative copies (i.e. Fax, e-mail, flash drive, etc.) **will not** be acceptable as alternatives to the hard copy. If an alternative version is delivered to the City, the hard copy will be the only official version accepted by the City.

## Proposal Delivery Instructions

###### The Submittal may be hand-delivered or must otherwise be 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: Presley Palmer  Re: Content Management System (CMS) – RFP SPU\_4746 | City Purchasing and Contracting Services Div.  Seattle Municipal Tower  P.O. Box 94687  Seattle, WA 98124-4687  Attention: Presley Palmer  Re: Content Management System (CMS) – RFP SPU\_4746 |

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 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.

* 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.

## Offer and Proposal Form

Proposer shall provide the response in the format required herein and, on any forms, provided by the City. 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.

## Contract Terms and Conditions

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

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

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

Under no circumstances shall a Vendor submit its own standard contract terms and conditions as a response to this solicitation. Instead, Vendor must review and identify the language in the City’s attached 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 Vendor’s response. However, this should not be construed as the City’s willingness to sign a licensing or maintenance agreement supplied by the Vendor. If the vendor requires the City to consider otherwise, the Vendor is also to supply this as a requested exception to the Contract and it will be considered in the same manner as other exceptions.

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

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

* 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 a partial or multiple awards. Further, the City may eliminate an individual line item when calculating award, in order to best meet the needs of the City, if a particular line item is not routinely available or is a cost that exceeds the City funds.

* 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.

## 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.

## Inter-local Purchasing Agreements

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

## Equal Benefits

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

* 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 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.

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

* 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.sattle.gov/laborstandards](http://www.seattle.gov/laborstandards), or may call the Office of Labor Standards at 206.684.4500 with questions.

## Insurance Requirements

Insurance requirements presented in the Contract shall prevail. 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.

## Effective Dates of Offer

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

## Proprietary Materials

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

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

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

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

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

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

If you believe any of the records you are submitting to the City as part of your bid/proposal or contract work products, are exempt from disclosure you can request that they not be released before you receive notification. To do so you must complete the City Non-Disclosure Request Form (“the Form”) provided by City Purchasing (see attached Form as part of Vendor Questionnaire), very clearly and specifically identify each record and the exemption(s) that may apply, and submit a copy of your records with the specified exemptions redacted. (If you are awarded a City contract, the same exemption designation will carry forward to the contract records.)

The City will not withhold materials from disclosure simply because you mark them with a document header or footer, page stamp, or a generic statement that a document is non-disclosable, exempt, confidential, proprietary, or protected. Do not identify an entire page as exempt unless each sentence is within the exemption scope; instead, identify paragraphs or sentences that meet the specific exemption criteria you cite on the Form. Only the specific records or portions of records properly listed on the Form will be protected and withheld for notice. All other records will be considered fully disclosable upon request.

If the City receives a public disclosure request for any records you have properly and specifically listed on the Form, the City will notify you in writing of the request and will postpone disclosure. While it is not a legal obligation, the City, as a courtesy, will allow you up to ten business days to file a court injunction to prevent the City from releasing the records (reference RCW 42.56.540). If you fail to obtain a Court order within the ten days, the City may release the documents.

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

## Requesting Disclosure of Public Records

The City asks bidders and their companies to refrain from requesting public disclosure of bids until an intention to award is announced. This measure is intended to protect the integrity of the solicitation process particularly during the evaluation and selection process or in the event of a cancellation or re-solicitation. With this preference stated, the City will continue to be responsive to all requests for disclosure of public records as required by State Law. If you do wish to make a request for records, please file a request using the City of Seattle’s Public Records Request Center at <http://www.seattle.gov/public-records/public-records-request-center>.

## Cost of Preparing Proposals

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

* 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.

## Proposer Responsibility

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

## Changes in Proposals

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

* 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 will properly and accurately reflects the Proposer specifications and offering. During scoring and evaluation (prior to interviews if any), the City will rely upon the submitted materials and shall not accept materials from the Proposer after the RFP deadline; however, this does not limit the right of the City to consider additional information (such as references that are not provided by the Proposer but are known to the City, or past experience by the City in assessing responsibility), or to seek clarifications as needed by the City.

## Errors in Proposals

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

* 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.

## Rejection of Proposals, Right to Cancel

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

## Incorporation of RFP and Proposal in Contract

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

## Non-Endorsement and Publicity

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

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

## Proposal Disposition

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

**12.36 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 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)

* 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: <http://www.seattle.gov/html/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.

**12.38** **Prohibited Contacts**

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

1. **PROPOSAL FORMAT AND ORGANIZATION**

**General Instructions**:

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

* **One (1**) original complete with **ALL** required documents plus **One (1)** Electronic (flash drive)
* **Seven (7)** copies and **One (1)** Electronic (flash drive) that include the following documents:
  + Minimum Qualifications, Mandatory
  + Technical Requirements,
  + Management Response,
  + Functional & Technical Specifications,
  + 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. 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
4. The City will consider supplemental brochures and materials. Proposers are invited to attach any brochures or materials that will assist the City in evaluation. The City would prefer electronic version if these supplemental brochures and materials.

**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. The 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, stapled paper copies. If a binder or folder is essential due to the size of your submission, they are to be fully 100% recycled stock. Such binders are also available from Keeney’s Office Supply or Complete Office Solutions.

**Proposal Format**

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

**Cover letter (*optional)***

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

**Vendor Questionnaire:** Submittal of the Vendor Questionnaire is mandatory. The Vendor Questionnaire includes the Equal Benefits Compliance Declaration and the City Non-Disclosure Request that will allow you to identify any items that you intend to mark as confidential. Complete this document fully. It will be used as one of our key scoring documents for vendor selection.

****

**Inclusion Plan:** This response is mandatory. The City finds that this solicitation has the opportunity for significant subcontracting with woman and minority-owned firms, and/or diverse employment. Complete this document fully. It will be used as one of our key scoring documents for vendor selection.



**Minimum Qualifications**: This response is mandatory. The determination that you have achieved 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. Complete this document fully. It will be used as one of our key scoring documents for vendor selection.



**Mandatory Technical/Functional Requirements**: This response is mandatory. Vendor must meet all the mandatory technical requirements the for the proposal to remain eligible for consideration. Compliance may be determined from this document alone, so it is important that the submittal is sufficiently detailed to clearly show how you meet the mandatory technical requirements. Those that are not clearly responsive to these mandatory technical requirements shall be found non-responsive and eliminated without further consideration.



**Seller Certification, if applicable**: Attach proof of your reseller certification.

**Management Response**: This response is mandatory. Complete this document fully. It will be used as one of our key scoring documents for vendor selection.



**Technical and Functional Response**: This response is mandatory and will be used as one of our key scoring documents for vendor selection. Vendor must provide answers to each requirement and fill in dropdowns for Software Ability and Solution Development Competency as well as provide a description for how your solution will resolve the requirement or why your solution will not meet requirement. The enclosed document has two columns (E and F) that have dropdown menus. To access the dropdown, look for an arrow on lower right side of the requirement cell and select the appropriate response.



**Pricing Response:** This response is mandatory. Fully complete this document. It will be used as one of our key scoring documents for vendor selection.



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



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

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

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

**TABLE 3 – SUBMITTAL CHECKLIST**

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

|  |  |  |
| --- | --- | --- |
| Cover Letter | Optional |  |
| Legal Name | Optional |  |
| Vendor Questionnaire | Mandatory |  |
| Minimum Qualification | Mandatory |  |
| Mandatory Technical Requirements | Mandatory |  |
| Reseller Certification, if applicable | Mandatory |  |
| Management Response | Mandatory |  |
| Technical and Functional Response | Mandatory |  |
| Pricing Response (Separate Envelope) | Mandatory |  |
| Inclusion Plan | Mandatory |  |
| Security and Architecture Response | Mandatory |  |
| City Contract Acceptance & Exceptions | Optional |  |

1. **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, Minimum Qualifications, Mandatory Technical Requirements, and Security and Architecture Response 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 - Competitive Screen:** The City will review all proposals from the previous Rounds, based on a limited set of criteria to determine competitiveness in Pricing, Technical Specifications, Management Response. Those that are not at least within a competitive range for any single element (Pricing, Technical Specifications, or Management Proposal) or that have significant gaps may be eliminated without further clarification.

**Round 4 – Management, Technical, Pricing & Inclusion Plan 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 | 200 |
| Technical and Functional Response | 500 |
| Pricing Response | 200 |
| Inclusion Plan (WMBE) | 100 |
| Grand Total | 1,000 |

**Round 5 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.

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.

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 Top Ranked Finalist (Site Visit and Reference Checks)**

**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. Please do not include cost associated in this Round 6 as part of your proposal.

**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 in 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. Please do not include cost associated in this Round 7 as part of your proposal.

**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.

1. **AWARD AND CONTRACT EXECUTION INSTRUCTIONS**

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

**Protests and Complaints**

The City has rules to govern the rights and obligations of interested parties that desire to submit a complaint or protest to this RFP process. Please see the City website at <http://www.seattle.gov/city-purchasing-and-contracting/solicitation-and-selection-protest-protocols> for these rules. Interested parties have the obligation to be aware of and understand these rules, and to seek clarification as necessary from the City.

**Limited Debriefs to Proposers**

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

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

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

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

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

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

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

**Checklist of Final Submittals Prior to Award**

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

* Ensure Seattle Business License is current and all taxes due have been paid.
* Ensure the company has a current State of Washington Business License.
* Supply Evidence of Insurance to the City Insurance Broker if applicable
* Special Licenses (if any)
* Proof of certified reseller status (if applicable)
* Contract Bond (if applicable)
* Supply a Taxpayer Identification Number and W-9 Form

**Taxpayer Identification Number and W-9**

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

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**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**

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



1. [↑](#footnote-ref-2)