

**City of Seattle**

**Request for Proposal**

**RFP No. FAS-4653RB**

**FAS RCCP SHORT TERM RENTALS DATA MINING**

**TABLE 1 – SOLICITATION SCHEDULE**

|  |  |
| --- | --- |
| **Event** | **Date** |
| RFP Issued | 4/9/2019 |
| Pre-Proposal Conference | 4/15/2019, 2:30 p.m. PDT  [Join Skype Meeting](https://meet.seattle.gov/julie.salinas/F2V81GWC)       Join by phone  206-386-1200, 5232673# (US)         English (United States)  844-386-1200, 5232673# (US)         English (United States)  Conference ID: 5232673 |
| Deadline for Questions | 4/22/2019 at 4:00 p.m. PDT |
| Sealed Proposals Due to the City | 5/1/2019, at 2:00 p.m. PDT |
| Interviews | 5/22 – 5/23\* |

\*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.*

*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 9.***

***MARK THE OUTSIDE OF YOUR MAILING PACKAGE INDICATING RFP#FAS-4653.***

***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 AND BACKGROUND

In December 2017, the Seattle City Council passed legislation to regulate and tax short-term rentals within Seattle city limits. Short-term rentals (STRs) are residential rentals with a duration shorter than 30 days. Implementing Ordinance 125490 allows the City to protect neighborhoods and neighbors from short-term rentals becoming a community nuisance and to ensure a complete understanding of the impact of short-term rentals on the Seattle housing market. The ordinance limits the number of units an operator can operate in Seattle with different rules for operators lawfully operating prior to September 30, 2017. Operators lawfully operating prior to September 30, 2017, who fall within specific geographic regions may continue operating existing legacy units.

Effective January 1, 2019, all STR operators and bed and breakfast operators who use short-term rental platforms for properties within the Seattle city limits must obtain a regulatory license from the Department of Finance and Administrative Services (FAS). In addition, all STR platforms that contain listings for Seattle properties must obtain a STR Platform license. FAS’ Regulatory Compliance Consumer Protection (RCCP) Division ensures that all businesses operating in Seattle are properly licensed and paying required taxes. RCCP will be overseeing the STR Operator Regulatory license.

STR Operators are required to list their license number on each listing, no matter what the platform. Platforms require a license number to be provided on listings and must remove listings that do not comply. STR platforms will be required to provide quarterly booking fees. The cost of the STR Platform license is determined by the number of booked nights the platforms submit to the City on a quarterly basis.

The City lacks verifiable information regarding short-term rental operators including addresses, property owners and contact information. The City does not have a tool to obtain data to monitor compliance by STR operators. The short-term rental platforms limit the information they provide by, for example, not confirming the address until the rental is booked. The City of Seattle has no current system, process, or vendor for STR data mining, so there are no data conversion requirements nor a need to transition any existing processes.

The City of Seattle seeks a vendor to provide a web-based solution that compiles comprehensive data on STR operator listings so that staff can actively monitor compliance and undertake enforcement actions as needed. The vendor must have experience serving public sector clients.

The City intends to use this solution to identify operators posting STR units on STR platforms without a City of Seattle Short-Term Rental Operator license. The City will use data from the solution to begin enforcement activities. The City also wishes to use the data to identify STR market trends including locating what neighborhoods contain STRs and which platforms operators are using to post their listings.

# PURPOSE

Through this RFP, the City of Seattle seeks a cloud-based solution (SaaS solution) that mines STR data from STR platforms, public records, and other sources to provide the City with a database that meets the technical requirements stated in this document. Seattle is seeking a service provider to help identify the STR units advertising and operating in the city and to provide continued monitoring, including support for prosecution in cases of unlicensed operators.

The base budget for the work described in this RFP is $150,000 for the first year. Any pricing proposals above $150,000 will be deemed nonresponsive. The City is also interested in hearing from respondents about how incremental expenditures could support and extend the work as described, however this portion will not be evaluated and should not be included in the main pricing proposal. The City intends to sign a one-year contract with the option to renew for four additional one-year terms.

# 3. OBJECTIVES

## *3.1* General Objectives

Select a vendor to provide a short-term rental data mining service that provides the most extensive and highest quality data at the best price. The City is looking for technology that can assist with the following:

**3.1.1 Enforcement**

Identify operators listing on platforms without a City of Seattle STR Operator License.

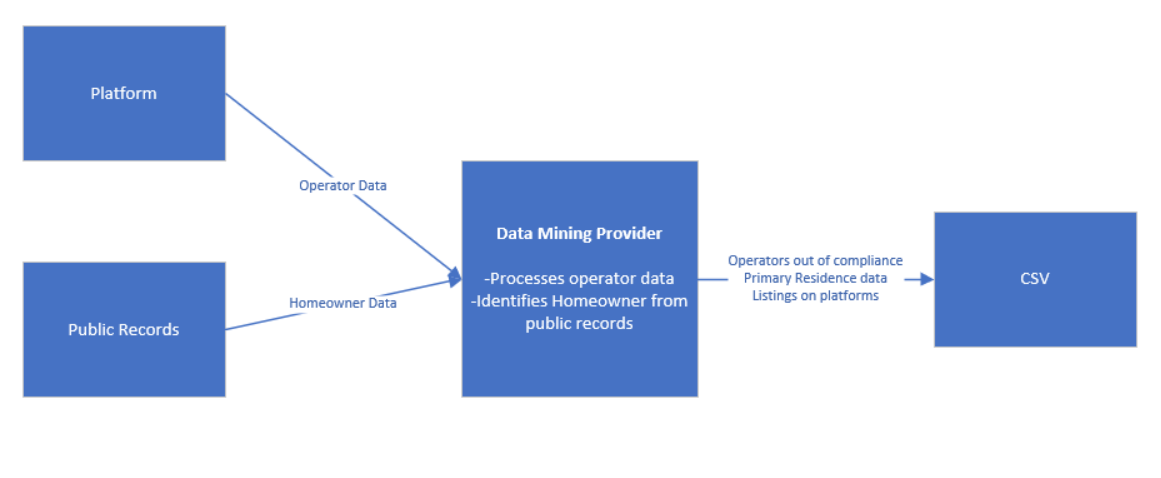
* + 1. **STR Market/Trends in Seattle**

Provide location data about STR listings. This will allow the City to identify where STR units are listed, know how frequently they are rented and analyze STR impacts on the City’s housing market.

## *3.2* Technology Objectives

The City seeks a secure platform which allows users to log in and view STR data.

## Data-Flow Diagram



The above diagram shows, at a high level, how and what data should flow in and out of the data mining system.

* Platform
  + Provide operator data
  + Provide listing data
* Public Records
  + Identify property owner
* CSV
  + Export data from data mining software to CSV
* Processes within Software
  + Identify unlicensed operators
  + Identify all platforms

# 4. MINIMUM QUALIFICATIONS

The following are minimum qualifications and licensing requirements that the Vendor must meet for their proposal submittal to be eligible for evaluation. **Vendor must complete the Minimum Qualifications worksheet found in Section 9 as part of your proposal response, to clearly show compliance to these minimum qualifications**. The RFP Coordinator may 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:

* The company has provided STR data mining services through the proposed platform for at least six months.
* The company has provided STR data mining services to at least two public sector clients that each have at least 1,000 STR units. These clients must have had active subscriptions for at least four months.

# 5. SCORED TECHNICAL REQUIREMENTS

The following are requirements that will be evaluated for consideration of advancement to the next round. You must clearly show that your product or service meets these requirements:

* Ability to create and maintain a database of licensed and unlicensed Bed and Breakfast and STR operators
* Ability to download operator data in CSV format with these fields
  + Room Type (entire house, private room, etc.)
  + Property Type (e.g., house, condo, apartment, etc.)
  + Operator Name (Host listing the property for rent)
  + Operator Email (Host listing the property for rent)
  + Operator Phone Number (Host listing the property for rent)
  + Operator Mailing address (Host listing the property for rent)
  + Operator Name (Host listing the property for rent)
  + Property Owner Name (if legal entity, provide all registered members)
  + DBA Name and or legal name of all the platforms the unit is listed on
  + Identify listings that provide a City of Seattle STR license number
  + Identify listings that do not provide a City of Seattle STR license number
  + Provide the City of Seattle STR license on the listing
  + Address and unit number of the property on the listing. Describe how to differentiate with multiple units at the same address
  + Listing URL
  + Alternate Operator contact information
* Ability to identify new platforms and provide criteria on how to identify new platforms
* Ability to show and filter data before downloading
* List all file types data can be downloaded to.
* Ability to download to CSV to specified location via batch process or script
* Ability to provide updated data at least weekly while retaining historical data
* Ability to provide the City with documentation including high resolution screen shots of listings.

# MINIMUM LICENSING AND BUSINESS TAX REQUIREMENTS

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

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

**Seattle Business Licensing and associated taxes.**

1. If you have a “physical nexus” in the city, you must obtain a Seattle Business license and pay all taxes due before the Contract can be signed.
2. A “physical nexus” means you have a 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 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 cause 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.
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 <https://www.filelocal-wa.gov/Default_FileLocal.aspx>.

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

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

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

# STATEMENT OF WORK AND SPECIFICATIONS

The scope of the project will include the following:

1. Create and maintain a comprehensive database of all licensed and unlicensed STR units operating within the Seattle city limits and listed on applicable STR platforms (websites). The database must:
   * Provide the uniform resource locator (URL), full location address, property owner name and all available contact information, property type, room type, high resolution screenshots and other characteristics of a listing

* Update data based on regular (i.e., no less than weekly) monitoring of STR listings
* Produce reports on an ad hoc basis for the City to analyze trends, monitor compliance and enforce regulations
* Be exportable to GIS and other program formats used by the City of Seattle

1. Provide technical and other assistance to the City
   * Be available and participate in meetings or calls with City staff for periodic technical support if needed.
   * Provide customized records any STR hearings where the City will need to prove whether an operator was advertising and /or operating a STR without meeting the City of Seattle’s STR operator requirements
2. **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.

## *8.2* Communications with the City.

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

Julie Salinas

206-684-0383

Julie.Salinas@seattle.gov

Unless authorized by the RFP Coordinator, no other City official or City employee is empowered to speak for the City regarding 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.

## 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.

## Questions.

Questions are to be submitted tothe RFP Coordinator by the date and time on page 1, to allow sufficient time for the City 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.

## 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.

## 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 provides these notices on the City website and offers an associated bid blog: <http://thebuyline.seattle.gov/category/bids-and-proposals/>.

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 RFPs on their websites. The City does not, however, guarantee that such services have accurately provided proposers with all the information published by the City, particularly addendums or changes to proposal due 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 proposal if it does not reasonably appear to have incorporated the addendum. The RFP Coordinator could decide that the Proposer incorporated the addendum information, or could determine that the Proposer failed to incorporate the addendum changes and that the changes were material and that the RFP Coordinator must reject the Offer, or the RFP Coordinator may determine that the Proposer failed to incorporate the addendum changes but that the changes were not material and therefore the Proposal may continue to be accepted by the RFP Coordinator.

## Proposal Submittal Instructions

Proposals must be received by the date and time specified on the Solicitation Schedule or as otherwise amended.

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

## Proposal Delivery Instructions.

###### The Submittal may be hand-delivered or must otherwise be received by the RFP Coordinator at the address below, by the submittal deadline*.* 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: *Julie Salinas*  Re: *RFP-FAS-4653RB* | City Purchasing and Contracting Services Div.  Seattle Municipal Tower  P.O. Box 94687  Seattle, WA 98124-4687  Attention: Julie Salinas  Re: *RFP -FAS-4653RB* |

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

## 8.8 No Reading of Prices.

The City of Seattle conducts no bid opening for RFP responses.

## Offer and Proposal Form.

Proposer shall provide the response in the format required 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.

## Contract Terms and Conditions.

The contract 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 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 promptly 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 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, 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 with a City of Seattle Business License and have an annual gross taxable Seattle income of $100,000 or greater must 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.

## Interlocal 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, under RCW 39.34. The seller agrees to sell additional items at the offer prices, terms and conditions, to other eligible governmental agencies with 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. **Paid Sick Time and Safe Time Ordinance.**

Know that the City has a Paid Sick Time and Safe Time ordinance that requires companies to provide employees who work over 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 over four full-time equivalent employees. This is in addition and additive to benefits a worker receives under prevailing wages per WAC 296-127-014(4). City contract specialists may audit payroll records or interview workers as needed to ensure compliance to the ordinance. Please see <http://www.seattle.gov/laborstandards>, or may call the Office of Labor Standards at 206.684.4500 with questions.

## Insurance Requirements.

Insurance requirements in the Contract shall prevail. If formal proof of insurance must 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, if 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 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)

All City of Seattle offices (“the City”) are required to promptly provide public records 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 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 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), 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 not request public disclosure of bids until an intention to award is announced. This measure should 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 respond to all requests for disclosure of public records as required by State Law. If you 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 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 registration requirements where required for Vendors 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 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 may also 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.

## Ethics Code.

Please familiarize yourself with the new code: <http://www.seattle.gov/ethics/etpub/et_home.htm>. Specific question should be addressed to the staff of the Seattle Ethics and Elections Commission at 206-684-8500.

**No Gifts and Gratuities**. Vendors shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work, or meals) to any City employee, volunteer or official, if it is intended or may appear to a reasonable person to be intended to obtain or give special consideration to the Vendor. An example is giving tickets to a City employee 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 over 1,000 Hours.** The Ethics Code has been amended to apply to vendor company workers that perform over 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 SMC 2.04.601 or call the Ethics Director with questions. For questions about this measure, contact: Polly Grow, Seattle Ethics and Elections, 206-615-1248 or [polly.grow@seattle.gov](mailto:polly.grow@seattle.gov)

## Registration into City Online Business Directory

If you have not 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. Proposals are not rejected for failure to register, however, if you are awarded a contract and have not registered, you will have to register, or you will be added into the system. Women and minority owned firms are asked to self-identify.  If you need assistance, please call 206-684-0444.

## Prohibited Contacts.

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

# 9. PROPOSAL FORMAT AND ORGANIZATION

**General Instructions**:

1. Number all pages sequentially. The format should follow closely that requested in this RFP.
2. The City requires One (1) original, Four (4) copies and one (1) CD or USB copy of the response
3. All pricing is to be in United States dollars.
4. 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 evaluation.
5. 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.
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 100% recycled stock.

**Proposal Format**

Submit your proposal in the following format and attachments:

**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, 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 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 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.



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



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



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



**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 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 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:

|  |  |  |
| --- | --- | --- |
| Cover Letter |  |  |
| Legal Name |  |  |
| Vendor Questionnaire | Mandatory |  |
| Minimum Qualification | Mandatory |  |
| Scored Technical Requirements | Mandatory |  |
| Management Response | Mandatory | **Attachments:** *These attachments are to be provided in the Management Response. If the necessary attachments are not included or are incomplete, the City may reject your proposal or may require the Vendor to submit the missing information within a specified deadline.*  Company Organization Chart  Current Commitments  Previous Experience  List of Terminations (if any)  Description of Subcontracting Supervision  Description of Prime – No Subs (if applicable)  Proposed Project Approach  Proposed Schedule |
| Pricing Response | Mandatory |  |
| City Contract Acceptance & Exceptions | If Applicable |  |

# 10. Evaluation Process

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

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

**Round 2 - Competitive Screen.** The Team may review proposals based upon a limited set of criteria, to determine which proposals are within at least a competitive range and merit proceeding forward to full scoring. Those that are not at least within a competitive range for any single element (Pricing, Technical Specifications, or Management Proposal) or with significant gaps will be eliminated.

**Round 3 – Management, Technical, & Pricing.** 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. The points received in this round will not be carried into the next round.

**TABLE 4 – ROUND 3 SCORING**

|  |  |
| --- | --- |
| Criteria | Maximum Points |
| Management Response | 200 |
| Technical Response | 600 |
| Pricing Response | 200 |
| Total | 1,000 |

**Round 4 - 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 Buyer a list of names and company affiliations who will be performing the demonstration. Vendors invited are to bring the assigned Project Manager named by the Vendor in the Proposal and may bring other key personnel named in the Proposal. The Vendor shall not bring an individual who does not work for the Vendor or for the Vendor as a subcontractor on this project, without specific advance authorization by the City Buyer.

|  |  |
| --- | --- |
|  | **Total Possible Points** |
| Demonstrations/Interviews | 200 |

The points received in this round will be scored independently of the previous rounds and will determine the final ranking of the proposals for the next round.

**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 active at that step. 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**: If two or more Vendors receive the same Total Score, the contract will be awarded to that Vendor whose response indicates the ability to provide the best overall service and benefit to the City.

1. **AWARD AND CONTRACT EXECUTION INSTRUCTIONS**

The City RFP Coordinator intends to provide written notice of the intention to award promptly and to all Vendors responding to the Solicitation. Please note, however, 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 promptly.

**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 know 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 to allow 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 9), 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 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 over 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)
* Supply a Taxpayer Identification Number and W-9 Form

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

Unless the apparently successful Vendor has already submitted an 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, these 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**



**Attachment #3: Ordinance 125490**

