

**City of Seattle**

**Request for Proposal (RFP)**

**RFP No. CTY-4802**

**Citywide Contract Management System (CCMS)**

### TABLE 1 – SOLICITATION SCHEDULE

|  |  |
| --- | --- |
| **Event** | **Date** |
| RFP Issued | May 3, 2019 |
| Pre-Proposal Conference | May 14, 2019, 2:30 PM PDT  See Location and Skype option in Section 10.3 Below |
| Deadline for Questions | May 22, 2019 |
| Sealed Proposals Due to the City | June 6, 2019, 3:00 PM PDT |
| Software Demonstrations and Interviews | July 22, 2019 thru August 9, 2019\* |
| Announcement of Successful Proposer(s) | August 23, 2019\* |
|  | \*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 IN THE SCHEDULE ABOVE AND TIME AT THE LOCATIONS SHOWN IN SECTION 10.8**

**MARK THE OUTSIDE OF YOUR MAILING PACKAGE INDICATING RFP CTY-4802**

***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 (City) needs a Citywide integrated contract management system that will provide a standard process for collaborative creation of contracts, provide a mechanism to adhere to the City standards for contract administration and management, create a searchable database for new and legacy contracts, interface with the City’s financial and business systems and processes, and be implemented by a targeted date of September 2020.

More specifically, the Citywide contract management system (CCMS) would incorporate comprehensive contract lifecycle management including contract development and negotiations, approval workflows, contract management, work order management, contract change order management, contract administration, and contract close-out. The CCMS would be configured to support all the City’s contracts and agreements, including purchasing blanket contracts, consultant contracts, Public Works contracts, agency service provider agreements, memorandum of agreements/understandings, lease agreements, concession agreements, interlocal agreements, partnerships, etc. It would allow City users to create contracts using templates and clauses, negotiate and redline documents, and allow the final contract to be electronically signed. It would store contracts and contract-related documents within the system and have robust document management capabilities to support the City’s records retention rules. It would interface with the City’s financial system, PeopleSoft 9.2, for contract payment tracking and other financial information. It would provide a portal for the Public to search for active contracts, view contract information, and download contract documents.

Vendor will also be responsible for providing the necessary services to implement, integrate, and successfully launch their solution at the City. The City will provide a project team with business analysis resources to assist with design and configuration for initial implementation. While the City’s contract management process is mostly consistent because there are City policies for Purchasing, Public Works, Consulting and Agency Service Provider Agreements contract types, approval workflows vary and are unique to every City department. Some City departments have dedicated contract specialists while others do not. There will be limited resources in each City department to support the implementation effort. Because of these constraints, the City is planning for a phased implementation by contract type and City department; however, the City is open to Vendor feedback related to this approach. Training will also be a large part of the implementation plan.

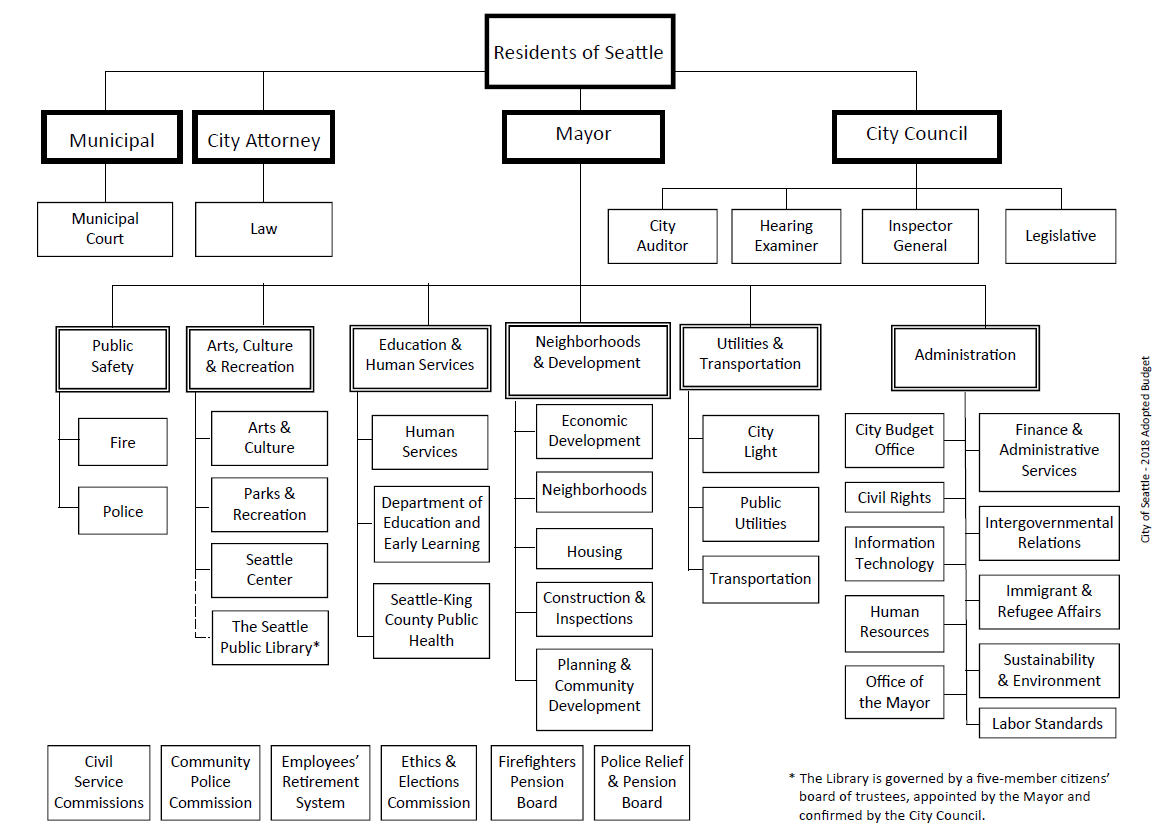
The City is soliciting proposals from qualified vendors that can provide a CCMS solution based on the specifications and requirements set forth in this RFP #CTY-4802.

Vendors are encouraged to provide their expertise and creativity and to offer different options for delivering the best solution. Different options with different prices are entirely appropriate.

# Background / Goals / Objectives

The City currently has over 35 departments (see chart below) with approximately 5000 Consultant, Public Works, and Purchasing contracts. The Human Services Department has about 500 Agency Service Provider Agreements. There are many thousands of other agreements across the City. (A detailed set of contract counts by department is available in Table 2 - Informational Attachments.)

City of Seattle Departments and Offices (Chart from 2018)



The City lacks a single, consolidated system capable of managing the City’s various contracts. Every City department develops, manages, and administers various types of contracts and agreements. No Citywide solution exists to manage these contracts and some departments have internally developed applications, databases, or manual procedures (Excel, Access, paper) to support the various contract management processes. The City is looking to upgrade and consolidate the disparate systems into a single solution that will improve contract reporting across departments and support our varied contract portfolio and, at a minimum, address the following Goals and Objectives:

2.1 Project/Services Goals:

1. Replace the current suite of contract management solutions with a (SaaS) and/or (COTS) system, that provides a more seamless and integrated program management architecture and lessens IT support requirements for the City’s contracts.
2. Provide a holistic view of City contracts by managing, tracking, and reporting the business processes for all City contracts.
3. Streamline and automate the various business process workflows throughout the City’s contracting divisions, lowering the overhead costs of contract management, increasing employee productivity, decreasing average contract development duration, and increasing programs’ cost-effectiveness. (See Table 2 - Informational Attachments for examples of several key process workflows.)
4. Deliver recurring reports; automatically update contract dashboards; create new reports and broadcasts as needed; and perform ad-hoc analysis.
5. Organize and store contract documentation necessary for compliance with state auditor requirements; act as system of record for contract-related documentation.
6. Enhanced contract reporting, ensuring quick and accurate access to meaningful information that will drive better decision-making.
7. Establish strict version control of contracts; track version history and provide access to prior versions when necessary.
8. Establish a flexible and configurable framework that can be used by staff to develop new and unique contract workflows.
9. Eliminate redundant data entry and implement data validation rules to ensure accurate data collection.
10. Provide secure service interface with other systems and reconcile CCMS data with the City’s enterprise systems, e.g. PeopleSoft 9.2, or digital signature platform.
11. Capabilities to offer self-service web portals for suppliers and the public to view contract information.

2.2 Objectives

1. Citywide adoption of a single Contract Management System, replacing current disparate contract management/tracking systems across the City.
2. Inclusion of all City contracts and agreements in the system.
3. Migration of all active City contracts and agreements into the system during implementation.
4. The Citywide Contract Management System shall provide the tools necessary to meet industry best practices in contract management and development. This includes efficient access to contract information across departments and direct integration with PeopleSoft financial information.
5. The system shall support the City’s reporting requirements, including Women and Minority Business Enterprises (WMBE) utilization, prevailing wages, apprenticeship, prompt pay, taxes, Community Workforce Agreement provisions, intents, affidavits, bonds and Paid Sick and Safe Time.
6. Implementation of a COTS system that provides the stability, availability, and reliability necessary while conforming to City hardware, software, and security requirements. The proposed solution may be provided as Software as a Service (SaaS), or hosted arrangement, or it may involve installing software on City hardware, as long as City requirements are met.
7. System implementation and go-live completed within one (1) year, where the tentative start date is September 2019 and tentative end date is September 2020.
8. Vendor solution provides a full suite of features and functionality that meet the City’s requirements and allows the City flexibility to use existing City environments for some features and functions that can be upgraded at a later date.

# MINIMUM QUALIFICATIONS

The following are minimum qualifications and licensing requirements that the Vendor must meet in order for their proposal submittal to be eligible for evaluation. Vendor is to complete the Minimum Qualifications document as part of your proposal response and clearly show compliance to these minimum qualifications. The RFP Coordinator may choose to determine minimum qualifications by reading that single document alone, so the submittal should be sufficiently detailed to clearly show how you meet the minimum qualifications without looking at any other material. Although the City reserves the right to ask for clarification, Vendors that are not clearly responsive to these minimum qualifications may be rejected by the City without further consideration:

1. Vendor must have a minimum of 3 years continuous experience providing Contract Management System software solutions.
2. Vendor must have successfully performed at least three implementations using the proposed solution and supported those implementations for at least one year.
3. Vendor must have successfully performed an implementation with an organization of similar size or complexity to the City of Seattle with volumes and services that are similar to those expected by the City for this contract.
4. Vendor must have successfully performed an implementation using the proposed solution with a Government agency.

# MANDATORY TECHNICAL REQUIREMENT

The following is a mandatory technical requirement that the Vendor must meet for the proposal to remain eligible for consideration. You must clearly show that your product or service meets this mandatory requirement, or your proposal will be rejected as non-responsive. Vendor is to complete the Mandatory Technical Requirement document as part of your proposal response, to clearly show compliance to this mandatory requirement. The City may evaluate whether your proposal meets the mandatory requirement by reading that single document alone, so the submittal should be sufficiently detailed to clearly show how you meet the mandatory requirement without looking at any other material. Although the City reserves the right to ask for clarification, Vendors that are not clearly responsive to this mandatory technical requirement may be rejected by the City without further consideration:

1. Solution is able to integrate with the City’s financial system PeopleSoft 9.2

# MINIMUM LICENSING AND BUSINESS TAX REQUIREMENTS

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

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

Seattle Business Licensing and associated taxes

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

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

Mandatory State Business Licensing and associated taxes

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

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

# STATEMENT OF WORK AND SPECIFICATIONS

1. Project management

* Vendor will provide regular progress reports on project status, budget tracking, provide issue escalation as necessary, identify and track issues/risks, and track status of bugs.
* Vendor will also provide updates on detail how process workflows will work in the system, providing documentation and process maps for new program workflows.
* Vendor will prepare any changes orders as necessary.
* Vendor will be responsible for providing implementation services. The City will provide a project team with business analysis resources to assist with design and configuration for initial implementation. While the City’s contract management process is mostly standardized because there are City policies for Purchasing, Public Works, Consulting and Agency Service Provider Agreements contract types, approval workflows vary and are unique to every City department. Some City departments have dedicated contract specialists while others do not. There will be limited resources in each City department to support the implementation effort. Because of these constraints, the City is planning for a phased implementation by contract type and City department; however, the City is open to Vendor feedback related to this approach.

1. Change management support

* Vendor will assist the City with change management efforts, providing software training for staff (covered below).
* Vendor to provide guidance on best practices and business process design.
* Vendor will work with staff during implementation to convert the current contracting processes and workflows into the new system, and support staff in understanding what the transition will look like.
* Vendor will work with the business to provide the tools necessary to meet industry best practices in contract management and development.

1. Fully functioning production, testing, and training environments useable by City employees.

* All environments shall be fully operable with active data successfully loaded into the new system from legacy systems.
* All mandatory requirements outlined in the requirements section are met, as well as security and privacy standards provided by Seattle IT.
* Vendor shall also be required to regularly improve the system with new/enhanced features requested from their customer base.
* Vendor shall have an escalation process to be established for the City to request new features and enhancements.

1. Active contracts are migrated into the system, and integrations are established with key systems.

* All active contracts (PDF and other file formats), contract data and contract related documents are migrated by the vendor into the new system using vendor provided bulk import tools or other vendor provided method.
* Data conversion from existing systems including various Access and Excel data sets.
* New system provides efficient access to contract information and reporting across all departments.
* Integrations are established with PeopleSoft 9.2.
* Digital signature platform is successfully integrated with the system, enabling digital signature of documentation.

1. User Acceptance Testing (UAT)

* Vendor coordinates with Seattle IT to develop user acceptance testing criteria and facilitates UAT testing sessions with City staff.
* New system meets the established UAT standards and is approved by Seattle IT.

1. Training

* Vendor provides software trainings for City staff. This training shall be designed to familiarize City employees with both the software in general as well as how to utilize it for effectively managing their contracts.
* Vendor provides training options which include in person, online training, recorded training modules and self-directed training resources, such as job aids in support of end user training.

1. Continuous Improvement

* Vendor to provide a process where the City can propose new features and receive feedback on proposals.
* Vendor to provide a channel by which to escalate issue or problems

1. Troubleshooting and technical support

* Vendor will support the software platform, troubleshoot potential errors and bugs, and provide support to the City if technical or process questions arise throughout a stabilization period as specified during the RFP process.
* Vendor will provide customer service and technical support throughout the lifecycle of the project.
* Vendor will deliver ongoing support as defined in a Service Level Agreement.

### TABLE 2 – INFORMATIONAL ATTACHMENTS

|  |  |  |  |
| --- | --- | --- | --- |
| **#** | **Attachment Description** | **How file is used** | **Attachments** |
| 1 | As is Contract Management Process Maps - Process flows depicting select current state business processes for the City of Seattle. | Visual documents depicting major steps in the contract management process. |  |
| 2 | Contract counts by department workbook – Citywide contract counts and data for Consultant, Public Works Purchase (Blanket) and Agency Service Provider Contracts. | Spreadsheet containing Citywide Contract data |  |
| 3 | Data/Context Diagram | Describes high-level future state system integrations |  |
| 4 | Sample Data Fields | Spreadsheet containing data fields that the City may need configured in the CCMS |  |

# ADDITONAL AND OPTIONAL FUNCTIONALITY

City is interested in innovative solutions that are not within the scope of this project at this time but may be available as natural extensions to the proposed solution, that the City may want to add at any time during the term of this contract. That would include an online portal used to solicit vendors, receive RFP submissions, and facilitate the RFP evaluation process. The City is also interested in functionality that provides an online portal for vendors to express interest in doing business with the City and self-identify as a small business owned and controlled by minority, women, and socially and economically disadvantaged persons. Finally, the City is interested in any other functionality that the Vendor offers as a part of its proposed solution. Any additional functionality identified shall be able to fully integrate as part of the suite and fit seamlessly with the Solution.

# 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.

# BACKGROUND CHECKS

Background Checks and Immigrant Status

Background checks will be required for select workers that will be performing the work under this contract, to be determined by the City. This would include but not be limited to workers requiring facilities access (i.e. key card) or accounts (i.e. e-mail, software for projects, etc.) The City has strict policies regarding the use of Background checks, criminal checks, immigrant status, and/or religious affiliation for contract workers. The policies are incorporated into the contract and available for viewing on-line at: <http://www.seattle.gov/city-purchasing-and-contracting/social-equity/background-checks>

# INSTRUCTIONS TO PROPOSERS

10.1 Proposal Procedures and Process.

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

10.2 Communications with the City.

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

Presley Palmer

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.

10.3 Pre-Proposal Conference.

The City shall conduct an optional pre-proposal conference on the time and date provided in page 1**,** at the Seattle Municipal Tower, 700 5th Avenue, Floor 40, Seattle, WA. Room 4050/60. Though the City will attempt to answer all questions raised during the pre-proposal conference, the City encourages Vendors to submit questions Vendors would like addressed at the pre-proposal conference to the RFP Coordinator, preferably no later than three (3) days in advance of the pre-proposal conference. This will allow the City to research and prepare helpful answers, and better enable the City to have appropriate City representatives in attendance.

Those unable to attend in person may participate via Skype:

[Join Skype Meeting](https://meet.seattle.gov/presley.palmer/R8RT76Y9)

Trouble Joining? [Try Skype Web App](https://meet.seattle.gov/presley.palmer/R8RT76Y9?sl=1)

Join by phone:

206-386-1200 (US)

844-386-1200 (US)

[Find a local number](https://dialin.seattle.gov?id=6855638)

Conference ID: 6855638

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.

10.4 Questions.

Questions are to be submitted tothe RFP Coordinator no later than the date 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 sent through e-mail directed to the City RFP Coordinator’s e-mail address. Failure to request clarification of any inadequacy, omission, or conflict will not relieve the vendor of any responsibilities under this solicitation or any subsequent contract. It is the responsibility of the interested Vendor to assure that they received responses to Questions if any are issued.

10.5 Changes to the RFP/Addenda.

A change may be made by the City if, in the sole judgment of the City, the change will not compromise the City’s objectives in this acquisition. A change to this RFP 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.

10.6 Receiving Addenda and/or Question and Answers.

The City will make efforts to provide courtesy notices, reminders, addenda 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/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 addenda, 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 Addenda or changes to bid date/time.

All Proposals sent to the City shall be considered compliant to all Addenda, 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 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 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.

10.7 Proposal Submittal Instructions.

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

USB Flash Drive copies **will not** be an alternative to the hard copy. If a USB Flash Drive is delivered to the City, the hard copy will be the only official version accepted by the City.

10.8 Proposal Delivery Instructions.

* 1. 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 3 – 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, CPPB  Re: RFP CTY-4802 - Citywide Contract Management System | City Purchasing and Contracting Services Div.  Seattle Municipal Tower  P.O. Box 94687  Seattle, WA 98124-4687  Attention: Presley Palmer, CPPB  Re: RFP CTY-4802 - Citywide Contract Management System |

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

10.9 No Reading of Prices.

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

10.10 Offer and Proposal Form.

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

10.11 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 the Vendor can offer.

10.12 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.

10.13 Prohibition on Advance Payments.

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

10.14 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.

10.15 Prime Contractor.

The City intends to award to the highest ranked Vendor that will assume financial and legal responsibility for the contract. Proposals that include multiple vendors must clearly identify one Vendor as the “prime contractor” and all others as subcontractors.

10.16 Seattle Business Tax Revenue Consideration.

SMC 20.60.106(K) 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 .00427% and for retail or wholesale sales and associated services, the rate is .00222%. 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(K) and calculate as necessary to determine the lowest bid price proposal.

10.17 Taxes.

Washington state and local sales tax will be an added line item although not considered in cost evaluations.

10.18 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, 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.

10.19 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 proposal 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.

10.20 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.

10.21 Paid Sick Time and Safe Time Ordinance.

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

10.22 Insurance Requirements.

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 (See attachment #1 below), in the event that the Vendor is selected as a finalist. Proposers may elect to provide the requested insurance documents within their Proposal.

Requirements for this solicitation:

### ☒ COMMERCIAL GENERAL LIABILITY (CGL), MARINE GENERAL LIABILITY (MGL) OR EQUIVALENT INCLUDING:

☒PREMISES

☒PRODUCTS-COMPLETED OPERATIONS

☒CONTRACTUAL LIABILITY

☒STOP GAP/EMPLOYER’S LIABILITY (UNLESS NO OBLIGATION TO INSURE WA STATE WC)

### MINIMUM LIMITS OF LIABILITY SHALL BE:

|  |  |
| --- | --- |
| **$1,000,000** | EACH OCCURRENCE COMBINED SINGLE LIMIT BODILY INJURY AND PROPERTY DAMAGE (CSL) |
| **$2,000,000** | PRODUCTS/COMPLETED OPERATIONS AGGREGATE |
| **$2,000,000** | GENERAL AGGREGATE |
| **$1,000,000** | EACH ACCIDENT/ DISEASE—POLICY LIMIT/ DISEASE—EACH EMPLOYEE STOP GAP/EMPLOYER’S LIABILITY |

**Umbrella or Excess Liability** “follow form” insurance over primary CGL and Automobile Liability insurance limits, if necessary, to provide total minimum limits of liability of **$5,000,000**.  These required total minimum limits of liability may be satisfied with primary limits or any combination of primary and umbrella/excess limits.

☒ **BUSINESS AUTOMOBILE LIABILITY** INSURANCE FOR OWNED, NON-OWNED, LEASED AND HIRED VEHICLES AS APPROPRIATE written on a form CA 00 01 or equivalent WITH **MINIMUM LIMITS** **OF LIABILITY OF $1,000,000** CSL.

☒ **WORKER'S COMPENSATION** INSURANCE FOR WASHINGTON STATE AS REQUIRED BY TITLE 51 RCW.

☒ **TECHNOLOGY ERRORS & OMISSION / Professional Liability Insurance with an aggregate limit of liability not less than $10 Million Dollars ($10,000,000).**  Such insurance shall cover any and all errors, omissions or negligent acts in the delivery or performance of products, services and/or licensed programs under this agreement. Such Professional Liability insurance shall include coverage for claims and losses with respect to network risks (such as data breaches, unauthorized access/use, identity theft, invasion of privacy, damage/loss/theft of or to data, degradation, downtime, etc.) and intellectual property infringement, such as copyrights, trademarks, service marks and trade dress.  The Professional Liability Insurance retroactive coverage date shall be no later than the effective date of this agreement. Suppler/Vendor shall continuously maintain such insurance or purchase an extended reporting period providing that claims first made and reported to the insurance company within three (3) years after termination of the agreement will be deemed to have been made during the policy period.

☒ **Information Technology – Cyber Liability (Network Security Liability and Privacy Liability)** with minimum limit $10,000,000 per occurrence and in the aggregate. This shall include, but not be limited to, coverage for any actual or alleged breach of duty, neglect, error, act, mistake, omission, or failure arising out of Vendor’s Internet and Network Activities including coverage for, but not limited to, the following events: An attack that has the intent to affect, alter, copy, corrupt, destroy, disrupt, damage, or provide unauthorized access or unauthorized use of Vendor’s computer system; Computer Crime or Information Theft; Denial of Service; Extortion; Introduction, implantation, or spread of a Computer Virus; Loss of Service; Identity Theft; Infringement; Electronic data loss and restoration; Unauthorized Access or Use, including the gaining of access to Vendor’s computer systems by an unauthorized person or persons or an authorized person in an unauthorized manner.

10.23 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.

10.24 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) deems 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 proposal 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).

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

10.25 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.

10.26 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.

10.27 Proposer Responsibility.

It is the Proposer’s 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.

10.28 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.

10.29 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.

10.30 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.

10.31 Withdrawal of Proposal.

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

10.32 Rejection of Proposals, Right to Cancel.

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

10.33 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.

10.34 Non-Endorsement and Publicity.

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

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

10.35 Proposal Disposition.

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

10.36 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.

10.37 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.

10.38 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.

10.39 Contract Workers with more than 1,000 Hours

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

No Conflict of Interest

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

Campaign Contributions (Initiative Measure No. 122)

Elected officials and candidates are prohibited from accepting or soliciting campaign contributions from anyone having at least $250,000 in contracts with the City in the last two years or who has paid at least $5,000 in the last 12 months to lobby the City. Please see Initiative 122, or call the Ethics Director with questions. For questions about this measure, contact: Polly Grow, Seattle Ethics and Elections, 206-615-1248 or [polly.grow@seattle.gov](mailto:polly.grow@seattle.gov)

10.37 Registration into City Online Business Directory.

If you have not previously completed a one-time registration into the City Online Business Directory, we request you register at: <http://www.seattle.gov/obd>. The City Online Business Directory is used by City staff to locate your contract(s) and identify companies for bid lists on future purchases.  Bids are not rejected for failure to register, however, if you are awarded a contract and have not registered, you will be required to register, or you will be added into the system. Women and minority owned firms are asked to self-identify.  If you need assistance, please call 206-684-0444.

10.38 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.

# 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 paper copy, Six (6) paper copies, and one (1) USB Flash Drive copy of the response. If your proposal contains proprietary information, please submit one (1) additional redacted Flash Drive copy of your proposal.
* **One (1**) original complete with **ALL** required documents plus **One (1)** Electronic (flash drive). Please submit the electronic documents in their original format, i.e. Excel sheets in Excel.
* **Six (6)** copies and **One (1)** Electronic (flash drive) that include the following documents. Upload each document as a separate file and label with the following name convention:

VendorName.TitleofDocument. For example, CityofSeattle.MinimumQualifications.

* + Minimum Qualifications
  + Mandatory Technical Requirement,
  + 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. Please double-side your submittal.
3. 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. City seeks and prefers submittals on 100% post-consumer-recycled-content, consistent with City policy and City environmental practices.
2. Please do not use any plastic or vinyl binders or folders. The City prefers simple, stapled paper copies. If a binder or folder is essential due to the size of your submission, they are to be fully 100% recycled stock.

Proposal Format:

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

Cover letter *(optional)*

Legal Name Verification (*optional*):

Submit a certificate, copy of web-page, or other documentation from the Secretary of State in which you incorporated that shows your legal name as a company. Many companies use a “Doing Business As” name, or a nickname in their daily business. 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>

Exhibit A - Vendor Questionnaire (mandatory):

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.



Exhibit B - Inclusion Plan (mandatory):

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.



Exhibit C - Minimum Qualifications (mandatory):

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.



Exhibit D - Mandatory Technical Requirements (mandatory):

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



Exhibit E - Management Response (Management, Project Organization and Project Plan) (mandatory):

This response is mandatory.



Exhibit F - Functional and Technical Requirements Response (mandatory):

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



Exhibit G - Systems Architecture, Security & Technical Information Response (mandatory):

This response is mandatory. This response is not scored.



Exhibit H - Change Management and Business Process Redesign Response (mandatory):

This response is mandatory.



Reseller Certification (if applicable):

Attach proof of your reseller certification.

Exhibit I - Pricing Response (mandatory):

This response is mandatory.



**Exhibit J – Hardware Requirements for On-Prem or Hybrid Solutions (if applicable):**

****

Acceptance & Exceptions to City Contract (if applicable):

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 4 – SUBMITTAL CHECKLIST

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

|  |  |  |
| --- | --- | --- |
| Cover Letter | Optional |  |
| Legal Name | Optional |  |
| Exhibit A - Vendor Questionnaire | Mandatory |  |
| Exhibit B - Inclusion Plan | Mandatory |  |
| Exhibit C - Minimum Qualifications | Mandatory |  |
| Exhibit D - Mandatory Technical Requirement | Mandatory |  |
| Exhibit E - Management Response (Management, Project Organization and Project Plan) | Mandatory |  |
| Exhibit F - Functional and Technical Requirements Response | Mandatory |  |
| Exhibit G - Systems Architecture, Security & Technical Information Response | Mandatory |  |
| Exhibit H - Change Management and Business Process Redesign Response | Mandatory |  |
| Reseller Certification | If Applicable |  |
| Exhibit I - Pricing Response | Mandatory |  |
| Exhibit J – Hardware Requirements for On-Prem or Hybrid Solutions | If Applicable |  |
| City Contract Acceptance & Exceptions | if Applicable |  |

# EVALUATION PROCESS

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

Round 1 – Minimum Qualifications and Responsiveness:

The City’s RFP Coordinator and Project Manager shall first review submittals for initial decisions on responsiveness and responsibility. This will include, but not be limited to proposer’s submittals of the Vendor Questionnaire, Equal Benefits, Mandatory Technical Requirements, and Minimum Qualifications. Those found responsive and responsible based on this initial review shall proceed to Round 2.

Round 2 – Proposer Response Scoring and References:

The City will evaluate proposals that successfully pass through the previous Round. The City will evaluate proposals using the criteria below. Responses will be evaluated and scored. Those proposals that fall within a competitive range for each criterion as determined by the City will proceed forward to demonstrations and interviews. Any proposals having criteria that is not within a competitive range for any single element (Pricing, Functional and Technical Requirements, Change Management, or Management Proposal), or that have significant gaps, may be eliminated. The City reserves the right to view each solution (i.e. hosted, on-premise, hybrid) independently in determining which Vendors move on to Round 3 (Demonstrations/Interviews).

### Table 5 – Round 2 Scoring

|  |  |
| --- | --- |
| **Round 2 Scoring** | **Points** |
| Inclusion Plan | 100 |
| Pricing Response | 300 |
| Management Response, Proposed Resources, Plan and Organization | 200 |
| Functional and Technical Requirements Response | 200 |
| Change Management and Business Process Re-engineering Response | 200 |
| Total | 1000 |

Round 3 – Demonstrations/Interviews

The City, at its sole option, may require that Proposers who remain active and competitive provide a product demonstration in Seattle. Should only a single Proposer remain active and eligible to provide a demonstration, the City shall retain the option to proceed with a Demonstration or may waive this Round. Proposers 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 Proposer and discontinue scoring the Proposer for purposes of award.

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

The Proposer should plan for up to two days on site. Day 1 will be the demonstration(s) and Day 2 interviews with key members of the team; this is an estimated timeline which the City reserves the right to modify if it is determined that a longer or shorter time is sufficient. Vendors will be provided the final timeline when notified to attend.

Points from the previous Round will not be carried forward. This round is scored independently and will determine the final ranking and the successful proposal (s) for the next Round.

### Table 6 – Round 3 Scoring

|  |  |
| --- | --- |
| **Round 3 Scoring** | **Points** |
| Demonstration | 150 |
| Interview | 150 |
| Total | 300 |

Round 4 – References

The City may contact users of the Proposer’s product and services for references. References will be used on a pass/fail basis. The City may use any former client, whether or not they have been submitted by the Proposer 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 Proposer.

Round 5 – Fit and Gap / Pre-Discovery

The top Finalist may be asked by the City to participate in a ‘fit and gap’ process, to evaluate their product with City requirements. Finalist will be responsible for facilitating this pre-discovery. Finalist will have access to City data, forms, business processes documentation and additional detail of the City specifications. At the City’s option, the Finalist may be required to submit a revised technical and cost proposal to address gaps. Finalists 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. This will be at the City’s standard per diem rates to be provided upon request.

Repeat of Evaluation Steps:

If no Vendor is selected at the conclusion of all the steps, the City may return to any step in the process to repeat the evaluation with those proposals that were active at that step in the process. In such event, the City shall then sequentially step through all remaining steps as if conducting a new evaluation process. The City reserves the right to terminate the process if it decides no proposals meet its requirements.

Points of Clarification:

Throughout the evaluation process, the City reserves the right to seek clarifications from any Vendor.

Award Criteria in the Event of a Tie:

In the event that two or more Vendors receive the same Total Score, the contract will be awarded to that Vendor whose response indicates the ability to provide the best overall service and benefit to the City.

# AWARD AND CONTRACT EXECUTION INSTRUCTIONS

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

Protests and Complaints:

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

Limited Debriefs to Finalists:

The City issues results and award decisions to all Finalists. 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 11), 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 Finalist and may disqualify the Finalist 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 Finalist disqualification for future solicitations for this same or similar product/service.

Checklist of Final Submittals Prior to Award:

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

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

Taxpayer Identification Number and W-9:

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

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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



Attachment #3: City Standard for Maintenance and Support



# Glossary

### Table 7 – Glossary of terms

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| --- | --- |
| **Term** | **Definition** |
| CCMS | Citywide Contracts Management System |
| Change Management | The activities, events, processes and procedures that are employed for handling organizational transformation from one system environment to another. This relates primarily to people and business processes. The City is also extending the definition to encompass changes that impact the system customers and their behavior. |
| Configuration | Process of setting up the City’s business rules. Configuration does not require programmatic software changes. |
| COTS | A commercially available off-the-shelf (COTS) product is usually a computer hardware or software product tailored for specific uses and made available to the general public. |
| Customization | The creation of software code, scripts, and other directives created for enabling project functional requirements in the CCMS Solution. |
| High Availability (HA) | High Availability means the CCMS Solution and supporting infrastructure is designed to ensure an agreed level of operational performance, including uptime and redundancy to maintain service in the event of unplanned failure and meet agreed upon SLA targets for unplanned outages. |
| Interface | Passing of data between two separate and distinct systems/applications; can be accomplished via real time or in batch mode. |
| QA | Quality Assurance |
| Report | Reports will be defined as any coded report, query, dashboard, custom reporting developed or changes to out-of-the-box reports to meet business requirements. |
| SaaS | Software as a service (SaaS) is software that is owned, delivered and managed remotely by one or more providers. The provider delivers software based on one set of common code and data definitions that is consumed in a one-to-many model by all contracted customers at any time on a pay-for-use basis or as a subscription based on use metrics. |
| Solution | In the context of this RFP the ‘solution’ represents the end-to-end delivery of functionality that meets all of the City’s requirements. |
| UAT | User Acceptance Testing (UAT) is a final testing step prior to go-live. User Acceptance Testing tests all defined major business processes inclusive of the project scope and these items must be completed prior to executing this test. This is the final validation and approval by the City to move the new CCMS Solution to production. |
| WMBE | The City actively supports utilization of WMBE (women- and minority-owned businesses) on City contracts as both primes and subcontractors, and each City department establishes plans and annual voluntary goals for WMBE inclusion in consulting and purchasing contracts. |