

**Request for Proposal No. ITD-5567**

**Criteria-Based Protocol System (Enhancement for City’s 9-1-1 CAD)**

**TABLE 1 – SOLICITATION SCHEDULE**

|  |  |
| --- | --- |
| Event | Date |
| Request for Proposal Issued | March 15, 2022 |
| Pre-Proposal Conference | March 22, 2022 10am PST |
| Deadline for Questions | March 29, 2022 5pm PST |
| Proposals Due to the City (“Due Date”) | April 14, 2022 5pm PST |
| Software Demonstrations & Interviews | May 16 – 20, 2022\* |
| Notice of the Intention to Award | June 3, 2022\* |
| Anticipated Contract Agreement | July 6, 2022\* |
| System Delivery Due Date | Dec 17, 2022\* |

Estimated Dates\*

The City of Seattle (City) reserves the right to modify this schedule at the City’s discretion. Notification of changes to the Due Date would be posted on the City website or as otherwise stated herein. All times and dates are Pacific Time.

PROPOSALS MUST BE RECEIVED ON OR BEFORE THE DUE DATE AND MUST BE DELIVERED AS LATER SPECIFIED IN THIS DOCUMENT.

By responding to this Request for Proposal (“RFP”), Vendor agrees that it has read and understands the requirements and all documents within this RFP package.

**Mayor’s Executive Order 2021-08 Vaccination Requirements for City Contractors**

The Vendor, by submitting its Proposal, agrees that it will comply with Mayor’s Executive Order 2021-08, regarding COVID-19 Vaccination Requirements, and that it will require its workers, service providers, subcontractors, suppliers, and their workers to comply as well. Furthermore, the Vendor shall submit the City provided Vaccine Attestation form (available at [www.seattle.gov/contractorvax](http://www.seattle.gov/contractorvax)) no later than 5 days prior to the start of the Work. During the performance of the Work, Vendor shall provide an updated Vaccine Attestation form upon the City’s request.

The Executive Order and Vaccine Attestation Form are incorporated herein and are available at: [www.seattle.gov/contractorvax](http://www.seattle.gov/contractorvax).

All costs related to the Mayor’s Executive Order shall be considered included with or incidental to other Bid/Cost items.

# INTRODUCTION

The City seeks to acquire a criteria-based 9-1-1 protocol application to support the Community Safety Communications Center (CSCC) which operates the City’s 9-1-1 center. The application is intended to utilize protocols assist with effective and responsive processing of incoming 9-1-1 calls.

The City seeks a modern solution that is reliable and secure, is built on sustainable and proven technology and meets the technical and functional requirements set forth in this document. The application will function as a data-integrated enhancement to CSCC’s Computer-Aided Dispatch (CAD) system.

The project name for this new system is CARES (Criteria Assisted Resource Evaluation & Screening) and the application may be referred to as such in this and other documents that comprise this RFP.

# PURPOSE

The purpose of this RFP is to seek proposals from Vendors for a solution meeting the objectives and requirements set forth in this RFP. In addition, the City seeks a Vendor who provides a proven and structured approach to implement the system. In this context, implementation refers to all efforts required to provide a complete and functioning system and will prepare CSCC to use it effectively. This includes planning, design and configuration, interfaces, software integration and customization, testing, training, end user and technical documentation, project management, and post-implementation service support.

The City seeks a vendor who has expertise and a long-term commitment to 9-1-1 public safety applications and a history of successful implementation of comparable projects with agencies of similar size and complexity as the City.

# BACKGROUND

CSCC is the Public Safety Answering Point for the City. The CSCC handles approximately 900,000 calls per year and is staffed 24 hours per day, 365 days per year. CSCC dispatching operations are divided into two different roles - call taking and dispatching. Call takers generally take calls as they come in, getting initial information from the caller, and queuing the incident for dispatch. There are currently 120 dispatcher positions within CSCC.

Calls that are related to fire or medical are transferred to the Seattle Fire Department Dispatch Center for response. Non-emergency calls come in through a dedicated SPD phone line and are handled by CSCC call takers if staffing availability allows it.

Versaterm has been the City’s public safety CAD system for over ten years. Emergency call data is automatically recorded in the Versaterm CAD application, supplemented by call takers, dispatchers and officers and saved in accordance with data retention policies. The City is upgrading the current on-prem Versaterm version 7.4 to a cloud-based 7.6 version. The upgrade is planned for 2022 and will be occurring in parallel with CARES implementation. CARES will potentially need a solution that interfaces with both the on-prem 7.4 version and the cloud-based 7.6 version.

The CSCC was established (Ordinance 126233) as a new City office in 2021 to provide vital information to the City’s public-safety responders and to provide civilian and community-based services and solutions to safety challenges. More information about CSCC can be found on the [City website.](https://www.seattle.gov/police/about-us/about-policing/cscc)

# OBJECTIVES

High-level goals for CARES are the following:

* Provide criteria-based 9-1-1 call protocol functionality as a real-time integration to the City’s current Versaterm CAD application without negative impact to call responsiveness and dispatch outcomes.
* Provide a solution with database and server components hosted in the cloud. The application should be accessible through a browser interface. In addition to browser access, it is acceptable to have an installed workstation client for dispatchers.
* Provide a tool to be utilized by call takers (when needed) to quickly and consistently respond to 9-1-1 calls using established criteria established by CSCC.
* Provide a system that is highly configurable, allowing easy and rapid protocol modifications and enhancements by power users without requiring vendor or IT support.
* Provide a tool that can deliver improved quality assurance analysis and reporting.
* Provide a user interface that is friendly, intuitive, and easy to learn and user-friendly training materials that can be easily integrated with overall CAD training.
* Provide the ability to query data and generate useful recurring and adhoc reports.
* Provide a secure, Criminal Justice Information Services (CJIS) compliant solution
* Provide a solution that meets the technical and functional requirements as outlined in this RFP.

# 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. The City requests a one-page or appropriate-length document as part of your proposal response, to 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. Those that are not clearly responsive to these minimum qualifications shall be rejected by the City without further consideration:

* Vendor must have a minimum of three years experience providing and supporting software used by 9-1-1 centers.
* Vendor must have performed at least one implementation of the proposed solution with an integration to a CAD application supporting public-safety. Implementation includes the training of new users.
* Vendor must be able to set up a Versaterm environment or simulation of one that allows the Versaterm integration work to proceed during implementation. The City’s actual Versaterm application may not be available until final testing at the end of the project.
* Vendor must have performed an implementation with an organization similar in size and structure to CSCC with over 900,000 calls per year, 24/7/365 staffing and 120 call takers/dispatcher positions.

# MANDATORY TECHNICAL REQUIREMENTS

The following are mandatory technical requirements that the Vendor must meet for the proposal to remain eligible for consideration. You must clearly show that your product or service meets these mandatory technical requirements, or your proposal will be rejected as non-responsive. The City requests a one-page or appropriate-length document as part of your proposal response, to clearly show compliance to these mandatory technical requirements. The RFP Coordinator may choose to determine mandatory technical requirements by reading that single document alone, so the submittal should be sufficiently detailed to clearly show how you meet the mandatory technical requirements without looking at any other material. Those that are not clearly responsive to these mandatory technical requirements shall be rejected by the City without further consideration:

* The solution must allow the business to configure and modify the protocol criteria without the need for Vendor engagement or software customization.
* The solution must provide real-time exchange of data to Versaterm CAD cloud-hosted version 7.6. At a minimum, the integration must support the sending of incident type, priority, narrative comments and protocol usage details.
* The solution must allow users to pause and resume protocol flows, to enter back into Versaterm and to return to the solution for continuing protocol steps and completion.
* The system and its hosting must conform with current CJIS security policy as enforced by Washington State Patrol.
* The solution must have cloud-hosted database and server components and be accessible through a browser interface. In addition to browser access, it is acceptable to have an installed workstation client for dispatchers.
* The solution must support the City’s standard for Single Sign-On, allowing users to login with their City credentials by federating with the City’s Azure Active Directory.

# 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

* If you have a “physical nexus” in the City, you must obtain a Seattle Business License and pay all taxes due before the contract can be signed.
* A “physical nexus” means that you have physical presence, such as: a building/facility located in Seattle, you make sales trips into Seattle, your 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).
* 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”.
* 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.
* 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.
* Self-Filing: You can pay your license and taxes on-line using a credit card – [www.seattle.gov/self/](http://www.seattle.gov/self/).
* 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.
* The licensing website is [www.seattle.gov/licenses](http://www.seattle.gov/licenses).
* 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.
* 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.seattle.gov/license-and-tax-administration/manage-your-account-online>.

##### 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

##### General



##### 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.
* The City will not provide space in City offices for performance of this work. Vendors are required to perform work from their own office space or in the field, as appropriate to the work.

##### Background and Other Checks

Background checks may be required for workers that will be performing the work under this contract as later determined by the City. 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 online at: <http://www.seattle.gov/purchasing-and-contracting/social-equity/background-checks>.

# INSTRUCTIONS TO VENDORS

##### Proposal Procedures and Process

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

##### Communications with the City

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

Marlon R. Franada

206-733-9583

[marlon.franada@seattle.gov](mailto:marlon.franada@seattle.gov)

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

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.

##### Pre-Proposal Conference

The City will conduct an optional pre-proposal conference on the time and date in page 1, via WebEx using the information below. Vendors are highly encouraged to attend but not required to attend to be eligible to submit a proposal. The meeting answers questions Vendors may have regarding the solicitation document and to discuss and clarify any issues. This is an opportunity for Vendors to raise concerns regarding specifications, terms, conditions, and any requirements of this solicitation. Failure to raise concerns over any issues at this opportunity will be a consideration in any protest filed regarding such items known as of this pre-proposal conference.

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| |  | | --- | | **When it's time, join your Webex meeting here.** | |  |  |  |  | | --- | --- | | |  | | --- | | [Join meeting](https://seattle.webex.com/seattle/j.php?MTID=mda96a477e4ff7a23c848939271adeb39) | | |  | | **More ways to join:** | |  | | **Join from the meeting link** | | <https://seattle.webex.com/seattle/j.php?MTID=mda96a477e4ff7a23c848939271adeb39> | |  |  |  | | --- | | **Join by meeting number** | | Meeting number (access code): 2493 129 7352 | | Meeting password: 2JyXiXUmD33 | |  |   **Tap to join from a mobile device (attendees only)**   [+1-206-207-1700,,24931297352##](tel:%2B1-206-207-1700,,*01*24931297352%23%23*01*) United States Toll (Seattle)   [+1-408-418-9388,,24931297352##](tel:%2B1-408-418-9388,,*01*24931297352%23%23*01*) United States Toll    **Join by phone**   +1-206-207-1700 United States Toll (Seattle)   +1-408-418-9388 United States Toll   [Global call-in numbers](https://seattle.webex.com/seattle/globalcallin.php?MTID=me705c3fe3a8dd81670814897fa32af2e)      **Join from a video system or application** Dial [24931297352@seattle.webex.com](sip:24931297352@seattle.webex.com)   You can also dial 173.243.2.68 and enter your meeting number.   |  | | --- | |  |  |  | | --- | | **Join using Microsoft Lync or Microsoft Skype for Business** | | Dial [24931297352.seattle@lync.webex.com](sip:24931297352.seattle@lync.webex.com) | |

##### Questions

Questions are to be submitted tothe RFP Coordinator no later than the date and time on page 1, in order to allow sufficient time for the RFP Coordinator to consider the question before the bids or proposals are due. The City prefers such questions to be through e-mail directed to the 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. Addendum issued by the City shall become part of this RFP and included as part of the contract. It is the responsibility of the interested Vendor to assure that they have received Addenda if any are issued.

##### Bid Blog

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

##### Receiving Addendum and/or Question and Answers

The City will make efforts to provide courtesy notices, reminders, addendums and similar announcements directly to interested vendors. The City makes this available on the City website and offers an associated bid blog: [http://www.seattle.gov/purchasing](http://www.seattle.gov/purchasing/default.htm).

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 independently post City bids on their websites. The City does not, however, guarantee that such services have accurately provided bidders with all the information published by the City, particularly addendums or changes to bid date/time.

All Proposals sent to the City shall be considered compliant to all addendums, with or without specific confirmation from the Vendor that the addendum was received and incorporated. However, the RFP Coordinator can reject the Proposal if it does not reasonably appear to have incorporated the addendum. The RFP Coordinator could decide that the Vendor did incorporate the addendum information, or could determine that the Vendor failed to incorporate the addendum changes and that the changes were material so that the RFP Coordinator must reject the Proposal, or the RFP Coordinator may determine that the Vendor 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.

##### COVID-19 Procedures:

Proposal submittal procedures have been changed in response to COVID-19 health and safety measures. Proposals shall be submitted using the electronic process.

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

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

##### Proposal Delivery Instructions

Vendors may submit their proposal documents via an e-mail process described below with all other proposal requirements remaining the same. The City will use a secure mailbox to receive and protect responses for a sealed opening at the designated date and time.

* + 1. To submit an electronic copy, Vendors can e-mail their proposal documents on or before the proposal due date and time as shown on Table 1 - Procurement Schedule or as otherwise amended to: [securebid@seattle.gov](mailto:securebid@seattle.gov)

**Note: Do not e-mail your proposal to any other e-mail address.**

* + 1. Title the e-mail with the RFP title, number and company name.
    2. Any risks associated with the electronic transmission of the bid submittal are borne by the Vendor.
    3. The City e-mail system will generally allow documents up to, but no larger than, 25 Megabytes.
    4. The City intends to send a confirming e-mail in reply. However, Vendor may also call (206) 684-0444 to confirm that their proposal has been received by the City.

##### Late Submittals

Vendor has full responsibility to ensure the response arrives at 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.

##### No Reading of Prices

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

##### Offer and Proposal Form

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

##### No Best and Final Offer

The City reserves the right to make an award without further discussion of the responses submitted(i.e. there will be no best and final offer procedure associated with selecting the Apparently Successful Vendor). Therefore, Vendor’s Response should be submitted on the most favorable terms that Vendor can offer.

##### Contract Terms and Conditions

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

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

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

Under no circumstances shall 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 consider and may choose to accept some, none, or all contract modifications that the Vendor has submitted with the Vendor’s proposal.

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

##### 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.

##### 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.

##### Reserved

##### Taxes

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

##### Inter-local Purchasing Agreements

This is for information and consent only, and shall not be used for evaluation. The City has entered into Interlocal Purchasing Agreements with other governmental agencies, pursuant to RCW 39.34. Vendoragrees 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 accepts no responsibility for the payment of the purchase price by other governmental agencies. Should the Vendor require additional pricing for such purchases, the Vendor is to name such additional pricing upon proposal to the City.

##### Equal Benefits

Seattle Municipal Code Chapter 20.45 (SMC 20.45) requires consideration of whether Vendors 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 Vendor Questionnaire.

##### 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 Vendors 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.

##### 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.

##### Insurance Requirements

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

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

##### Effective Dates of Offer

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

##### 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 are considered public records. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, or other bid material.

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

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

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

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

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

If you believe any of the records you are submitting to the City as part of your bid/proposal or contract work products, are exempt from disclosure you can request that they not be released before you receive notification. To do so you must complete the City Non-Disclosure Request Form (“the Form”) provided by 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 Purchasing for that record(s), you can then seek an injunction under RCW 42.56 to prevent release. By submitting a proposal, the Vendor acknowledges this obligation. The Vendor also acknowledges that the City will have no obligation or liability to the Vendor if the records are disclosed.

##### Requesting Disclosure of Public Records

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

##### Cost of Preparing Proposals

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

##### Readability

Vendors are advised that the City’s ability to evaluate proposals is dependent in part on the Vendor’s ability and willingness to submit proposals which are well ordered, detailed, comprehensive, and readable. Clarity of language and adequate, accessible documentation is essential.

##### Proposer Responsibility

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

##### Changes in Proposals

Prior to the Due Date established for this RFP, a Vendor 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 Due Date.

##### Proposer Responsibility to Provide Full Response

It is the Vendor’s responsibility to provide a full and complete written response, which does not require interpretation or clarification by the RFP Coordinator. The Vendor is to provide all requested materials, forms and information. The Vendor is responsible to ensure the materials submitted will properly and accurately reflects the Vendor specifications and offering. During scoring and evaluation (prior to interviews if any), the City will rely upon the submitted materials and shall not accept materials from the Vendor after the RFP deadline. However, this does not limit the right of the City to consider additional information (such as references that are not provided by the Vendor but are known to the City, or past experience by the City in assessing responsibility), or to seek clarifications as needed by the City.

##### Errors in Proposals

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

##### Withdrawal of Proposal

A Proposal may be withdrawn by written request of the Vendor, prior to the Due Date. After the Due Date, the Proposal may be withdrawn only with permission by the City.

##### Rejection of Proposals, Right to Cancel

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

##### Incorporation of RFP and Proposal in Contract

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

##### 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 Ethics Code: <http://www.seattle.gov/ethics/etpub/et_home.htm>. Attached is a pamphlet for Vendors, Customers and Clients. Specific question should be addressed to the staff of the Seattle Ethics and Elections Commission at 206-684-8500.



### No Gifts and Gratuities

Vendors shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work, or meals) to any City employee, volunteer or official, if it is intended or may appear to a reasonable person to be intended to obtain or give special consideration to the Vendor. An example is giving tickets to a City employee that was on the evaluation team of a bid you plan to submit. The definition of what a “benefit” would be is very broad and could include not only awarding a contract but also the administration of the contract or the evaluation of contract performance. The rule works both ways, as it also prohibits City employees from soliciting items of value from vendors. Promotional items worth less than $25 may be distributed by the Vendor to City employees if the Vendor uses the items as routine and standard promotions for the business.

### Involvement of Current and Former City Employees

If a Vendor has any current or former City employees, official or volunteer, working or assisting on solicitation of City business or on completion of an awarded contract, you **must** provide written notice to 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 Purchasing during the full course of the contract. The Vendor is to be aware and familiar with the Ethics Code, and educate Vendor workers accordingly.

### Contract Workers with more than 1,000 Hours

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

### No Conflict of Interest

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

### Campaign Contributions (Initiative Measure No. 122)

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

##### 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: [Online Business Directory (seattle.gov)](https://web6.seattle.gov/FAS/OBD/Logon/Logon.aspx). 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.

##### Prohibited Contacts

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

##### Proposal Format and Organization

General Instructions: Number all pages sequentially. The format should follow closely that requested in this RFP. All pricing is to be in United States dollars. The City will consider supplemental brochures and materials. Vendors are invited to attach any brochures or materials that will assist the City in evaluation

##### Preferred Paper and Binding

The City requests a particular submittal format, to reduce paper, encourage our recycled product expectations, and reduce package bulk. Bulk from binders and large packages are unwanted. Vinyl plastic products are unwanted. The City also has an environmentally-preferable purchasing commitment, and seeks a package format to support the green expectations and initiatives of the City.

1. City seeks and prefers submittals on 100% PCF paper, consistent with City policy and City environmental practices. Such paper is available from Keeney’s Office Supply at 425-285-0541 or Complete Office Solutions at 206-650-9195.
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**
* **Legal Name Verification:** Submit a certificate, copy of web-page, or other documentation from the Secretary of State in which you incorporated that shows your legal name as a company. Many companies use a “Doing Business As” name, or a nickname in their daily business. However, the City requires the legal name of your company, as it is legally registered. When preparing all forms below, be sure to use the proper company legal name. Your company’s legal name can be verified through the State Corporation Commission in the state in which you were established, which is often located within the Secretary of State’s Office for each state. <http://www.coordinatedlegal.com/SecretaryOfState.html>
* **Vendor Questionnaire:** Submittal of the Vendor Questionnaire is mandatory. The Vendor Questionnaire includes the Equal Benefits Compliance Declaration and the City Non-Disclosure Request that will allow you to identify any items that you intend to mark as confidential.



* **Minimum Qualifications:** This response is mandatory. The determination that you have achieved all the minimum qualifications may be made from this page alone. The RFP Coordinator is not obligated to check references or search other materials to make this decision.



* **Mandatory Technical Requirements:** This response is mandatory. The determination that you have achieved the mandatory technical requirement 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.



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



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



* **Security Architecture Privacy Response:** This document will not be scored. Vendor shall complete the security document for its proposed solution. This should include security diagrams and other documentation such as architecture, policies, procedures, etc.



* **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.

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 that are unacceptable to the City may be grounds for rejection of the proposal.

**TABLE 2 – SUBMITTAL CHECKLIST**

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

|  |  |
| --- | --- |
| **Document** | **Optional or Mandatory** |
| Cover Letter | Optional |
| Legal Name | Optional |
| Vendor Questionnaire | Mandatory |
| Minimum Qualification | Mandatory |
| Mandatory Technical Requirements | Mandatory |
| Management Response | Mandatory |
| Technical Response | Mandatory |
| Pricing Response | Mandatory |
| Security Response | Mandatory |
| City Contract Acceptance & Exceptions | Mandatory |

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

**Round 2 – Mandatory Technical Requirements:** The City will thenreview submittals for initial decisions on responsiveness to the mandatory technical requirements. Those found responsive based on this initial review shall proceed to the next round.

**Round 3 – Management, Technical, and Pricing Scoring:** The City will evaluate proposals that successfully pass through the previous rounds. The City will evaluate proposals using the criteria below. Responses will be evaluated and scored by members of the evaluation team. Final scoring will be done by team consensus arrived at through discussion. Those proposals that cluster within a competitive range, in the opinion of the evaluation team, shall continue.

**TABLE 3 – ROUND 3 SCORING**

|  |  |
| --- | --- |
| **Criteria** | **Maximum Points** |
| Management Response | 300 |
| Technical Response | 500 |
| Pricing Response | 200 |
| Total | 1,000 |

Those that are not at least within a competitive range for any single element (Management, Technical, or Pricing ) or that have significant gaps will be eliminated.

**Round 4 – Demonstrations and Interviews:** The City will require that Vendors who remain active and competitive provide a product demonstration and participate in an interview. Vendors shall be provided a script and then be scheduled for a full demonstration and interview. If the demonstration and interview score is not within the competitive range, the City may eliminate the Vendor and discontinue scoring the Vendor for purposes of award.

During the demonstration and interviews, Vendor participants should include the assigned Project Manager and other key personnel named in the Management Response.

The demonstration and interview will be held virtually and must show the solution performing in real-time with a Versaterm integration which the Vendor has setup.

The demonstrations and interviews may include questions regarding security, architecture and privacy elements.

**TABLE 4 – ROUND 4 SCORING**

|  |  |
| --- | --- |
| **Round 4** | **Total Possible Points** |
| Demonstrations/Interviews | 200 |

The scoring from the proposal evaluation will not “roll over” or be combined with the scoring from demonstrations and interviews. The decision for award will be based on the highest scoring Vendor in Round 4.

**References:** The City may contact users of the Vendor’s product and services for references. References will be used on a pass/fail basis. A negative reference may result in rejection of the Proposal as not responsible. Those Vendors receiving a failed reference may be disqualified from consideration. The City may use any former client, whether or not they have been submitted by the Vendor as references, and the City may choose to serve as a reference if the City has had former work or current work performed by the Vendor. Although the City anticipates completing reference checks at this point in the process, the evaluation committee may contact the client references of the Vendors or other sources in addition to those specifically provided by the Vendor, at any time to assist the City in understanding the product and services.

**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. 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 no proposals meet its requirements.

**Substantially Equivalent Scores:** If the top two Vendors receive the substantially equivalent scores, the contract will be awarded to that Vendor who, in the opinion of the City, best meets the City needs.

# 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/purchasing-and-contracting/solicitation-and-selection-protest-protocols](http://www.seattle.gov/city-purchasing-and-contracting/solicitation-and-selection-protest-protocols) for these rules. Interested parties have the obligation to be aware of and understand these rules, and to seek clarification as necessary from the City.

##### Limited Debriefs to Proposers

The City issues results and award decisions to all proposers. The City provides debriefing on a limited basis for the purpose of allowing Vendors 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 in order to align the proposal and contract fully with City business needs before finalizing the contract. If so, the City will initiate the discussion and the Vendor is to be prepared to respond quickly in City discussions. The City has provided no more than 15 calendar days to finalize such discussions. If mutual agreement requires more than 15 calendar days, the City may terminate negotiations, reject the Vendor and may disqualify the Vendor from future submittals for these same products/services, and continue to the next highest ranked Proposal, at the sole discretion of the City. The City will send a final agreement package to the Vendor for signature.

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

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

##### Checklist of Final Submittals Prior to Award

The Vendor(s) should anticipate that the Intention to Award 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
* Supply a Taxpayer Identification Number and W-9 Form
* Vaccine Attestation form (available at [www.seattle.gov/contractorvax](http://www.seattle.gov/contractorvax))

##### Taxpayer Identification Number and W-9

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



# ATTACHMENTS

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

##### Attachment #1 Insurance Requirements



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



##### Attachment #3: System Support Services Agreement

