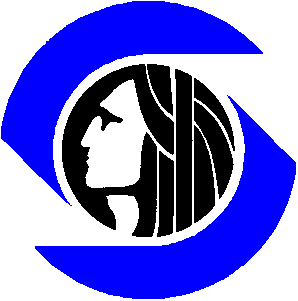
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**City of Seattle**

**Request for Proposal**

**RFP# DEA-2592**

**Constituent Relationship Management (CRM) Solution**

**Closing Date & Time: July 16, 2009 @ 4:00 pm (Pacific Time)**

|  |  |
| --- | --- |
| **Schedule of Events** | **Deadline Date** |
| RFP Release date | June 23, 2009 |
| Pre-Proposal Conference | July 1, 2009 @ 10:00 am (PT) |
| Deadline for Questions | July 8, 2009 |
| **Sealed Proposals Due to the City** | **July 16, 2009 @ 4:00 pm** |
| Proposal Evaluations | \*July 20, 2009 - July 22, 2009 |
| Select Most Competitive Proposers | July 31, 2009 |
| Software Demonstrations (if any) Interviews? (at the City’s Option) | \*September 14, 2009 – September 18, 2009 |
| Announcement of Apparent Successful Proposer(s) | \*October 2, 2009 |
| Anticipated Contract Agreement | \*October 30, 2009 |
| Start Implementation | \*November 2, 2009 |

**\*Estimate**

***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 Standard Time.***

**Mark the outside of your mailing envelope with *“*RFP# DEA-2592*”***

**PROPOSALS MUST BE RECEIVED ON OR BEFORE THE DUE DATE AND TIME AT THIS LOCATION:**

**If delivered by the U.S. Postal Service, it must be addressed to:** Carmalinda Vargas  
 City Purchasing, City of Seattle

PO Box 94687  
 Seattle, WA 98124-4687  
  
**If delivered by a courier, overnight delivery or other service, address to** Carmalinda Vargas  
 City Purchasing, City of Seattle

Seattle Municipal Tower

700 5th Ave., #4112  
 Seattle, WA 98104-5042

# INTRODUCTION AND PURPOSE.

Proposers are required to read and understand all information contained within this entire Proposal package. By responding to this RFP, the Proposer agrees that Proposer has read and understands the requirements and documents in this package.

**1.1 Purpose:**

For the past two years, the City of Seattle (the “City”) has been exploring ways to improve the quality of services that are offered to its customers. In support of the Mayor’s Customer Bill of Rights, the City is striving to provide “best of class” service delivery by improving overall quality, timeliness and cost effectiveness while improving our customer’s ability to access City services and information.

In support of the above, the City is focused on purchasing a Web-enabled Constituent Relationship management (CRM) system, and services to allow the City to capture, triage, track and resolve inquiries, requests and complaints from citizens, businesses or visitors to the City of Seattle. The information and metrics available through CRM will give the Mayor and Department heads a holistic view of service request metrics regarding how efficiently requests are being handled, major trends and issues and resource management. Customer Self-Service via WEB portal will also be very important as our customers use alternate methods to search for information and communicate with the City.

At this time, the City is only considering “hosted” solutions, ones that will allow for a quick start-up process with options for transferring the function to “on-premise” in the future. Although the initial scope of supported services is small, the City expects this CRM function to expand to a full 3-1-1 service in the future, with interfaces to the City’s telephony and work-order systems.

The City has allocated a specific budget for this project for 2009/2010, including operational costs, and the City does not expect this project to exceed $500,000. This covers Phase I implementation. This phase has a narrow scope, involving a limited number of processes, no data conversion or interfaces, and no customization. Therefore, the Vendors should structure their solution to fit within the City’s budget constraints.

**1.2 Background:**

The City of Seattle, with a population of approximately 600,000, is recognized as one of the world's most livable cities. Renowned for its innovative programs and environmental concerns, the City of Seattle strives to provide excellent service to its customers and to make service and information more accessible.

City of Seattle Constituent Relationship Management (CRM) Project

The CRM project at the City of Seattle represents the first step in improving service and making information and services more accessible to the City’s customers. The City views the CRM project as an opportunity to enhance how customers obtain services from the City, and how the City tracks, responds and resolves requests for service.

Although internal applications exist that perform specific tasks of tracking customer information, requests and resolutions, they are service-specific and do not offer a holistic view across the City. The City views this project as an opportunity to move from a silo-ed structure to a City-wide approach when it comes to customer service, leveraging investments made in technology infrastructure, telephony software, network switches, and operating systems. The City will also take this opportunity to develop processes and resources that ensure consistent delivery of customer service.

This project initially began, in 2006, as a concept for a 3-1-1 service for the City of Seattle. While assessing the feasibility of a 311 service, the City decided to take a more gradual approach to a 3-1-1 service, with the first step being the implementation of a CRM application to begin tracking more requests for information and services, with the goal of capturing information on service request volumes, handle times, seasonality and trends across the City.

The City currently uses an old CRM as a correspondence tracking application to record service requests. Although adequate, the application appears dated and does not support the types of access to City services required by our constituents. Maintenance is difficult and labor-intensive: the City is planning to migrate to a more state of the art system with more service offered as part of the base package.

**1.3 Scope**

The City desires to acquire the most appropriate CRM solution within its budget from a qualified Vendor at a firm, fixed price, to enable the City to create, manage and track customer interaction, regardless of communications method. The City prefers to purchase a proven CRM system/solution that is already in use by other organizations and operating effectively. The City is soliciting proposals for a CRM software solution from interested and qualified Vendors. In addition to the software, the City is soliciting combined proposals for implementation assistance of the technology solution to ensure a coherent assimilation to the CRM approach and methodology being introduced to the City. The City estimates a need to support 150 users at implementation of the new software, with a growth expectancy of up to 500 within 3 years.

The City requires a hosted, integrated system, along with software implementation, integration and maintenance support, to manage, respond to and report on constituent contacts and requests. Phase I of the CRM project will include the following:

* The ability to record and tally all requests for information on City services.
* The ability to record, track and monitor service requests requiring action on the part of the City for the following service areas:
  + Abandoned Vehicles
  + Graffiti
  + Illegal Dumping
* The ability to analyze and display informational and service request statistics for performance measure tracking.
* The development of a CRM WEB Portal for constituent “self service”, replacing the individual WEB forms being used by individual departments.

Subsequent phases of the CRM project will expand to cover such service areas as Noise Complaints, Animal Control, Requests for Public Disclosure, with a possible goal of implementing a full 3-1-1 function at the City of Seattle. A listing of future processes can be found in Attachment 3.

In support of the above, the City’s procurement for the CRM project must provide the following functions (detailed requirements for these functions will be found in the Functional and Technical Requirements form in Section **8** of this RFP):

1. Constituent Relationship Management (CRM) – software that supports the call input and tracking function of receiving a call and/or service request from a constituent, entering the request and routing the request to the proper City department(s) or programs for resolution. Call input and tracking includes:
   * Call entry and tracking number assignment,
   * Caller/requester information entry,
   * Multiple address entry and validation,
   * Service request entry based on request type,
   * Public web site entry for service requests as well as access to knowledge base information (accessible to constituents and City employees),
   * (Optional) Geo-coding and mapping – overlay constituents’ requests and cases, layers/boundaries and asset tracking on maps (see Future System Capabilities)
   * Email alerts, triggers and notifications.
   * Desirable integration with telephony and call categorizing/routing (ACD and IVR systems)
2. Service Request Management – this is the functionality required to generate service requests, route requests to the proper departments for attention, tracking and reporting on the progress of a service request, and closing the service request when completed. The ability to generate multiple service request Work Orders from a single service request is required. Service Request Management includes:

* Service Request creation and routing (one or more per request),
* Service Request updating,
* Work Order tracking against Service Requests
* Service Request printing,
* Service request completion,
* Service Requestcustomization,
* Document imaging and association with Service Requests
* Forms and document generation.

1. KnowledgeBase - the KnowledgeBase is the functionality that assists the call taker and constituent with additional information related to resolution of a request or question. The KnowledgeBase provides reference information, lists, policies and procedures along with other types of information that may be needed to respond to a constituent’s request or question. The KnowledgeBase should include:

* Entry and updating of Knowledge Base information (including PDF forms, Word docs, and HTML documentation),
* Retrieval of information from the Knowledge Base,
* Association of Knowledge Base information with a call or service request,
* Web-enabled for display on the City’s Intranet and Internet,
* Integrated with City’s online directories (employees, services, and departments)
* Hot links to internal and external web sites.

1. Analysis and Reporting - is the functionality used to analyze the citizens’ requests for service, the City’s response to those requests, and opportunities for service improvement. Analysis and reporting includes:

* Service request analysis and reporting,
* Case analysis and reporting,
* Public web request reporting,
* Statistical, benchmark and trend reporting,
* Ad hoc reporting,
* Management reporting (activity-based management),
* Performance/progress maintenance,
* Ability to access data to run reports using third party reporting engines,
* Transaction history (audit trail activities)
* Automated reports that include timed notifications (i.e. overdue service requests report).

1. WEB Portal Services: an off-the-shelf or custom developed portal via the WEB for constituent “self service” with access to status on service requests and the City’s Knowledgebase function.
2. General System Capabilities

* System security at the application, service request and field levels,
* Service backup, recovery and archiving capabilities,
* Audit trail capability,
* Ability to apply business and data integrity rules,
* Integration with City’s desktop (hardware and software)

**Vendor Services**

The City is requesting the following service from the vendor:

* an integrated, hosted software solution to manage, respond to and report on service requests such as requests for City services and/or requests for information,
* expertise for installation, integration and implementation of the system
* training for all members of the City Project Team, including business analysts, trainers, and technical support staff
* ongoing maintenance support and support for the City’s internal hardware/software support teams per agreements
* programming and integration skills needed to create a WEB portal if not included as part of the off-the-shelf product.

**Future System Capabilities:**

* GIS Integration: although not in scope for Phase I implementation, the City is interested in understanding the vendor’s capabilities for GIS integration with the CRM product in the future
* Although not a requirement for this phase of work, the City will look at the flexibility and adaptability of the application to meet emerging business needs, and the ease of integration with future systems (for example, Hansen Work Order Management, the City’s Symposium application in support of telephony functions, etc).

**1.4 Objectives**

The City is soliciting responses to this RFP in order to secure a system that must meet the requirements of a CRM solution. The chosen solution must meet the technical requirements as detailed in the attached list of questions (see Excel spreadsheet “Technical and Functional Requirements, Section 10”. -The chosen solution will support the following objectives:

Replacement of the current Internet Quorum software with a more robust, state-of-the-art solution, one that will provide a centralized CRM solution that will:

* + - Improve City staff’s ability to help customers access services and information by equipping them with automated tools (e.g., constituent service relationship management (CRM) application, automated knowledge base, etc.); and
    - Improve the City’s ability to enhance service delivery and accountability by consistently tracking and reporting customer service delivery responsiveness.
    - Develop a knowledge base that houses comprehensive information regarding City services.
    - Create a central database for requests for service and service history.
    - Increase efficiency of departmental management with reporting and monitoring tools.
    - Provide the ability to more effectively partner across departmental boundaries.
    - Integrates with geospatial data and is GIS-enabled to provide management reporting using the City’s base maps.
    - Is expandable to support an anticipated 5% growth in contact volume per year
    - Can support eventual implementation of a 3-1-1 service for the City of Seattle

The City wishes to deploy an enterprise-wide distributed solution to organize the tracking and monitoring of communication, contacts, and service delivery to the City’s constituents. Replacement of existing CRM software affords an opportunity to implement a new generation of business software that will provide increased benefit to City departments while reducing long-term cost. Installation of highly functional software that can meet the changing needs of the City is extremely desirable. With this project, the City expects to gain an area of increased user productivity, improved responsiveness to the community, and the ability to accommodate changing business structures.

# 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:

The City is looking for the following minimum qualifications of the consultant(s) to be awarded this

Engagement:

* A company that has implemented a CRM project with at least two government organizations, including one municipality with a population of greater than 100,000. Both CRM implementations must be successful, as a fully operational implementation for at least 6 months.

# MANDATORY FUNCTIONAL AND TECHNICAL REQUIREMENTS

The following are mandatory functional and 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 following Mandatory requirements can be found embedded in the **Functional and Technical Requirements** shown in **Section 8** of this RFP document.

|  |  |
| --- | --- |
| **Requirement Description** | **Location of requirement** |
| System shall support at least an estimated volume of up to 2 million customer interactions per year and a maximum of 400,000 calls per month and accommodate a potential 5% growth per year. | Section G: General System –line G1 |
| The system operates in an Oracle or Microsoft SQL database environment. | Section I: Infrastructure/Integration – line I1 |
| System shall be built using an n-tiered architecture. | Section I: Infrastructure/Integration – line I2 |

# MINIMUM LICENSING AND BUSINESS TAX REQUIREMENTS

This RFP and the resultant contract require proper business licensing as listed below. The Vendor must meet all licensing requirements immediately after contract award, or the City will retain the right to reject the Vendor.

Companies are required to license, report and pay revenue taxes for (1) a Seattle Business License and all associated taxes, and (2) a Washington State business License unless exempted by the State of Washington. Such costs should be carefully considered by the Vendor prior to submitting their offer.

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

1. You must obtain a Seattle Business license and have taxes due paid to date before the Contract is signed. 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.
2. The apparent successful Vendor shall immediately obtain the license and ensure all City taxes are current, unless exempted by City Code. Failure to do so will result in rejection of the bid/proposal.
3. If you believe you are exempt, provide an explanation to the RFP Coordinator and/or confirmation by the Revenue and Consumer Affairs Office (RCA). Out-of-state and foreign-owned businesses are NOT exempt.
4. Questions and Assistance: The City Revenue and Consumer Affairs (RCA) is the office that issues business licenses and enforces licensing requirements. The general e-mail is [rca.bizlictx@seattle.gov](mailto:rca.bizlictx@seattle.gov). The main phone is 206-684-8484. You may also call RCA staff for assistance: Anna Pedroso at 206-615-1611, Wendy Valadez at 206-684-8509 or Brenda Strickland at 206 684-8404.
5. The licensing website is <http://www.seattle.gov/rca/taxes/taxmain.htm>.
6. You may apply and pay for your Seattle License on-line: <https://dea.seattle.gov/self/Account/Login/selfHome.aspx>
7. A cover-sheet providing further explanation, along with the application and instructions for a Seattle Business License is provided below for your convenience.
8. Please note that 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.

** **

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

Before the contract is signed, you must provide the State of Washington business license (a State “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 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://www.dol.wa.gov/business/file.html>.

# CONTRACT PROVISIONS

## 5.1 Contract Term (maintenance & support):

Any contract awarded for maintenance and support shall be for one year, with extensions allowed. Such extensions shall be automatic, and shall go into effect without written confirmation, unless either party provides advance notice of the intention to not renew. Such notice shall be given at least 45 days prior to the otherwise automatic renewal date.

## 5.2 Rates and Prices: Pricing shall be prepared with the following contract terms considered.

5.2.1 Pricing shall be fixed and firm throughout the original contract. At that time, the Vendor may submit a written request for a price increase. The written request is to be at least 45-days in advance.

5.2.2 Thereafter, written request for price increases shall only be considered upon the contract anniversary date (at least 45-days prior to the contract anniversary date).

5.2.3 Such requests shall consider the following:

* Price request shall be no greater than the total of changes to the CPI Index for Seattle or other pricing index appropriate to the particular product herein
* Not produce a higher profit margin than that on the original contract
* Clearly identify the items impacted by the increase
* Be accompanied by documentation acceptable to the Buyer sufficient to warrant the increase
* And remain firm for a minimum of 365 days

5.2.4 The request shall be considered by the Buyer and may be accepted or rejected. Failure to submit a price request at least 45-days prior to the contract anniversary date, shall result in a continuation of all existing pricing on the contract until the next contract anniversary date. The decision to accept any price increase will be at the sole discretion of the Buyer.

5.2.5 The Buyer may exempt these requirements for extraordinary conditions that could not have been known by either party at the time of bid or for other circumstances beyond the control of both parties, in the opinion of the Buyer.

## 5.3 Request for Price Decreases:

Requests that reduce pricing charged to the City may be delivered to the City Purchasing Buyer at any time during the contract period. Such price reductions should use the same pricing structure as the original. The City may likewise initiate a request to the vendor for price reductions, subject to mutual agreement of the vendor.

## 5.4 Cost Reductions:

Any cost reductions to the Vendor, shall be reflected in a reduction of the contract price effective immediately. Seattle will not be bound by prices contained in an invoice that are higher than those in the contract. Unless the higher price has been accepted by the City and the contract amended, the invoice may be rejected and returned to the Vendor for corrections.

## 

## 5.5 Factory Authorized Reseller:

For proposers who are reseller of product bid, he or she must be authorized and must be qualified and equipped to offer in-house service, maintenance, technical training assistance, and warranty services, including available of spare parts and replacement units.

## 5.6 Travel and Reimbursement:

If this contract has specified travel that is intended for reimbursement by the City and has been pre-approved by the City for such reimbursement, the travel reimbursement rates in the City contract shall apply.

## 5.7 Permits:

All necessary permits required to perform work are to be supplied by the Contractor at no additional cost to the City.

## 5.8 Trial Period and Right to Award to Next Low Bidder:

A ninety (90) day trial period shall apply to contract(s) awarded as a result of this solicitation. During the trial period, the vendor(s) must perform in accordance with all terms and conditions of the contract. Failure to perform during this trial period may result in the immediate cancellation of the contract. In the event of dispute or discrepancy as to the acceptability of product or service, the City’s decision shall prevail. The City agrees to pay only for authorized orders received up to the date of termination. If the contract is terminated within the trial period, the City reserves the option to award the contract to the next low responsive bidder by mutual agreement with such bidder. Any new award will be for the remainder of the contract and will also be subject to this trial period.

# 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 does not allow vendors to work in City offices unless essential to the work. Specific tasks required for this contract must be performed by the worker on-site because they require work on City equipment, databases, software, or cannot otherwise be done off-site. Because the specific tasks require the Consultant to work on-site, the offer and fees that the Vendor charges shall be considerate of the City requirements and provision of such space. Such work spaces are provided by the City exclusively for the project and shall not be used for any other consultant purpose. The work space may include a City computer, appropriate software and/or telephone as determined appropriate by the City Project Manager, and shall allow the worker use of office equipment such as copy machines. The Vendor worker is independent and is not a City employee. The Vendor will not work on-site at City offices for more than 36 consecutive months without written authorization from the Department of Executive Administration. The Vendor shall notify the City Project Manager and the City Purchasing Buyer if any worker is within 90 days of consecutive 36-month placement in a City office. If the vendor does not use all workstations for the entire period, there shall not be an adjustment back to the Vendor, because the City reserves such spaces in event the project requires them.

# INSTRUCTIONS TO PROPOSERS

## Proposal Procedures and Process.

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



## Communications with the City.

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

Carmalinda Vargas

206-612-1123

E-mail: [RFP2592@seattle.gov](mailto:RFP2592@seattle.gov)

**If delivered by the U.S. Postal Service, it must be addressed to:** Carmalinda Vargas

City of Seattle, City Purchasing

PO Box 94687  
 Seattle, WA 98124-4687  
  
**If delivered by a courier, overnight delivery or other service, address to** Carmalinda Vargas  
 City of Seattle, City Purchasing

Seattle Municipal Tower

700 5th Ave., #4112  
 Seattle, WA 98104-5042

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.

## Pre-Proposal Conference.

The City shall conduct an optional pre-proposal conference on the time and date provided in page 1**,** at the City Purchasing Office, 700 5th Avenue, Suite 4112, Seattle. Though the City will attempt to answer all questions raised during the pre-proposal conference, the City encourages Vendors to submit questions 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 telephone. For firms who plan to attend via telephone, please first contact the RFP Coordinator by June 29, 2009 advising her who will be in attendance. She will then give out the telephone number to access the teleconference bridge. The Conference Chairperson is the City Buyer, Carmalinda Vargas.

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.

## Questions.

Questions shall be submitted electronically to the **RFP Coordinator at** [RFP2592@seattle.gov](mailto:RFP2592@seattle.gov) **no later than the dae and time given on the first page of this RFP.**  Failure to request clarification of any inadequacy, omission, or conflict will not relieve the vendor of any responsibilities under this solicitation or any subsequent contract. It is the responsibility of the interested Vendor to assure that they received responses to Questions if any are issued.

## Changes to the RFP/Addenda.

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

## Receiving Addenda and/or Question and Answers

The City will make efforts to provide courtesy notices, reminders, addendums and similar announcements directly to interested vendors. The City intends to make information available on the City website. The City website for this RFP and related documents is: <http://www.seattle.gov/purchasing/>

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.

All Bids and Proposals sent to the City shall be considered compliant to all Addendums, with or without specific confirmation from the Bidder/Proposer that the Addendum was received and incorporated. However, the Buyer can reject the Proposal if it doesn’t reasonably appear to have incorporated the Addendum. The Buyer could decide that the Proposer did incorporate the Addendum information, or could determine that the Proposer failed to incorporate the Addendum changes and that the changes were material so that the Buyer must reject the Offer, or the Buyer 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 Buyer.

## Proposal Response Date and Location.

###### Proposals must be received into the City Purchasing Offices no later than the date and time given on page 1 or as revised by Addenda.

1. Responses should be in a sealed box or envelope clearly marked and addressed with the RFP Coordinator, RFP title and number. If RFP’s are not clearly marked, the Vendor has all risks of the RFP being misplaced and not properly delivered. The RFP Coordinator is not responsible for identifying responses submitted that are not properly marked*.*
2. The City requires one original hard-copy delivered to the City **15** hard copies. The City requests one complete soft copy of the RFP response on a CD.
3. Fax, e-mail and CD copies **will not** be accepted as an alternative to the hard copy requirement. If a CD, fax or e-mail version is delivered to the City, the hard copy will take priority and be the official document for purposes of proposal review.
4. The RFP response may be hand-delivered or must otherwise be received by the RFP Coordinator at the address provided, by the submittal deadline*.* Please note that delivery errors will result without careful attention to the proper address.

**If delivered by the U.S. Postal Service, it must be addressed to:**  
 Carmalinda Vargas  
 City of Seattle, City Purchasing

PO Box 94687  
 Seattle, WA 98124-4687  
  
**If delivered by a courier, overnight delivery or other service, address to**  
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 City of Seattle, City Purchasing

Seattle Municipal Tower

700 5th Ave., #4112  
 Seattle, WA 98104-5042

1. All pricing is to be in United States dollars.
2. Proposals should be prepared on standard 8 ½” by 11” paper printed double-sided. Copies should be bound with tabs identifying and separating each major section. Foldouts are permissible, but should be kept to a minimum. Manuals, reference material, and promotional materials must be bound separately.
3. RFP responses should be tabbed and then stapled, with no binder or plastic cover or combed edging unless necessary to provide proper organization of large volume responses. The City prefers to limit use of binders and plastic covers, but acknowledges that responses of sufficient size may require a binder for proper organization of the materials. If using a binder, us a recycled or non-PVC product.
4. The submitter has full responsibility to ensure the proposal arrives to the City Purchasing Office within the deadline. The City assumes no responsibility for delays caused by the US Post Office or any other delivery service. Postmarking by the due date will not substitute for actual receipt of response by the date due. Proposals will be opened after the due date and time. Responses arriving after the deadline may be returned, unopened, to the Proposer, or may simply be declared non-responsive and not subject to evaluation, or may be found to have been received in accordance to the solicitation requirements, at the sole determination of Purchasing.
5. RFP responses shall be signed by an official authorized to legally bind the Proposer.
6. The City will consider supplemental brochures and materials. Proposers are invited to attach any brochures or materials that will assist the City in evaluation.

## No Reading of Prices.

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

## Offer and Proposal Form.

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

* 1. **No Best and Final Offer.**

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

* 1. **Contract Terms and Conditions.**

The contract terms and conditions adopted by City Purchasing are included in this RFP. This includes special provisions and specifications, as well as standard terms embedded on the last page of this RFP. Collectively, these are referred to as “Contract” in this Section, and the City will also incorporate the Vendor’s proposal into the Contract as adopted by the City.

Vendor agrees, as a condition of submitting an RFP response, to enter into the Contract as provided in this RFP.

If Vendor is awarded a contract and refuses to sign the Contract as provided in this RFP, the City may reject and/or disqualify Vendor from future solicitations for this work. Vendors are to price and submit proposals to reflect the Contract provided in this RFP. Under no circumstances shall Vendor submit its own boilerplate of terms and conditions.

That being said, if a Vendor seeks to modify any Contract provision, the Vendor must submit a request with their proposal, as an “Exception” for City consideration. The Vendor must provide a revised version that clearly shows their alternative contract language. The City is not obligated to accept the Exceptions. The City may accept some or all exceptions or may refuse. Exceptions that materially change the character of the contract may result in rejection of the proposal as non-responsive.

The City will not modify provisions mandated by Federal, State or City law, including but not limited to Equal Benefits, Audit (Review of Vendor Records), Affirmative Action, Confidentiality, Contract Bond form, and Debarment. Any exceptions to those items will be rejected. The City does not expect to change Indemnification and may reject all exceptions to Indemnification.

The City shall accept or reject exceptions, and will present a final contract for Vendor signature. The Bidder should be prepared to receive the contract for signature without discussion or negotiation.

Nothing herein prohibits the City from opening discussions with the highest ranked apparent successful Proposer, to negotiate modifications to either the proposal or the contract terms and conditions, in order to align the proposal or the contract to best meet City needs within the scope sought by the RFP.

The City will not 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.

* 1. **Prohibition on Advance Payments.**

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

* 1. **Partial and Multiple Awards.**

Unless stated to the contrary in the Statement of Work, the City reserves the right to name a partial and/or multiple awards, in the best interest of the City. Proposers are to prepare proposals given the City’s right to a partial or multiple awards. If Proposer is submitting an All or None offer, such offer must be clearly marked as All or None. Further, the City may eliminate an individual line item when calculating award, in order to best meet the needs of the City, if a particular line item is not routinely available or is a cost that exceeds the City funds.

* 1. **All or None Bid.**

All or None bids do not generally apply to an RFP. However, should a Proposer be submitting an All or None offer, such stipulation must be clearly marked in the proposal, or the City may utilize the City right to otherwise conduct multiple and/or partial awards. The City may calculate bids based on partial awards to achieve the most favorable overall pricing, and an All or None bid may therefore be less favorable than the overall calculation of partial awards from multiple Proposers.

* 1. **Seattle Business Tax Revenue Consideration.**

SMC 3.04.106 (H) authorizes that in determining the lowest and best Proposer, the City shall take into consideration the tax revenues derived by the City from its business and occupation or utility taxes and its sales and use taxes from the proposed purchase. Businesses that are located and licensed within the Seattle City limits are eligible for Seattle tax consideration for purposes of calculation of low offer. This shall be equivalent to a reduction of the cost for purposes of evaluation only, of .025.

* 1. **Taxes.**

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

* 1. **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.

* 1. **Equal Benefits.**

1. Proposers must submit an Equal Benefits Compliance Form with their RFP response (See Section –Proposal Format and Organization Section). If not submitted, your bid will be rejected. If your company does not comply with Equal Benefits and does not intend to do so, you must still submit the Form with your bid.
2. Fill out the form properly. It is essential to your standing in the evaluation process, so it is important to understand and complete the Form properly.
3. The RFP Coordinator can answer many of your questions. However, the office that handles special Equal Benefit issues for the City is the Contracting Services Section. The general phone number is 206-684-0430. If you have any questions, you may call either the RFP Coordinator or the Contracting Services Section to ensure you correctly complete the form properly before you submit your bid. If you are not receiving a response in the time frame you require to submit your bid on time, call the RFP Coordinator for direction.
4. There are 6 options on the Form to pick among. They range from full compliance (Options A, B, C), to several alternatives that require advance authorization by the City before you send in your bid (Option D, E), to Non Compliance. Select the option that is true of your company intention if you win an award. You are not allowed to change your answer after you submit the Form.
5. IMPORTANT: Fill out the form out to reflect the commitment you are making if you are to win an award. If you intend to be Equal Benefit compliant should you win an award, answer the form accordingly.
6. Definition of Domestic Partner: The Seattle Municipal Code defines domestic partner for purposes of compliance as follows (see SMC 20.45.010 Definitions):

“Domestic Partner” means any person who is registered with his/her employer as (having) a domestic partner, or, in the absence of such employer-provided registry, is registered as a domestic partner with a governmental body pursuant to state or local law authorizing such registration. Any internal employer registry of domestic partnership must comply with criteria for domestic partnerships specified by rule by the Department.

Whether through employer registration or through a public agency registration, the definition of domestic Partner, by City Rule, can not be more restrictive than that provided below:

* Share the same regular and permanent residence; and
* Have a close, personal relationship; and
* Are jointly responsible for "basic living expenses" as defined below; and
* Are not married to anyone; and
* Are each eighteen (18) years of age or older; and
* Are not related by blood closer than would bar marriage in the (State in which the individual resides); and
* Were mentally competent to consent to contract when the domestic partnership began; and
* Are each other’s sole domestic partner and are responsible for each other’s common welfare.

"Basic living expenses" means the cost of basic food, shelter, and any other expenses of a Domestic Partner which are paid at least in part by a program or benefit for which the partner qualified because of the Domestic Partnership. The individuals need not contribute equally or jointly to the cost of these expenses as long as they agree that both are responsible for the cost.

If the employer does not have a registration system and does not intend to implement as part of the Equal Benefits compliance, the City of Seattle has a registration system as an option. Information is available at: <http://www.seattle.gov/leg/clerk/dpr.htm>

1. Note that if you have multiple offices, you can be compliant to Equal Benefits by offering Equal Benefits to only those employees in Seattle office locations and in those offices doing directly work on the City contract. Fill out the form with consideration of the locations that will be providing services in the Seattle contract:



1. Option D and Option E are used only if you have an official waiver from the City before you submit your bid. Waivers are issued by the Contracting Services Section at 206-684-0430. You must request and receive the waiver before you submit your bid. If the Contracting Services Section staff is not available or not responding in the time frame you require, call the RFP Coordinator for assistance. If the waiver is not attached with your bid, the RFP Coordinator can change your status to non-compliance.
2. The Form provides the RFP Coordinator your declared EB status. However, the City issues the final determination of your EB status for purposes of bid evaluation.
3. If information on your form is conflicting or not clearly supported by the documentation that the City receives, the RFP Coordinator may reject your bid or may seek clarification to ensure the City properly classifies your compliance.

**Equal Benefits makes a significant difference in your standing as a Proposer. Here are the evaluation steps:**

1. If one or more vendors comply (having properly selected any options from A through E) then:

* Only EB compliant vendors continue towards evaluation.
* Any non-compliant vendor would be rejected and not evaluated. These include vendors that select the option of “Non Compliance” (they do not comply and do not intend to comply) or those that the City finds Non Compliant upon review (such as those that select Option D or E and do not have a waiver from the City to select that option, or where the form is blank, or where the Proposer worksheet proves non-compliance even if they checked a compliance option).

1. The City occasionally receives responses where every Vendor is non-compliant to EB. If every vendor is non-compliant then:

* All bids or responses that are otherwise responsive and responsible bids will continue forward for scoring and evaluation.
* This is used when every vendor either selects Non Compliance (that they do not comply and do not intend to comply) or is found by the City as Non Compliant upon review.

1. The Equal Benefit requirements are established under Seattle Municipal Code 20.45. Compliance to the Equal Benefits statements made by the Vendor is required through the duration of the Contract. If the Vendor indicates that the Vendor provides Equal Benefits, and then discontinues during the term of the contract, this can cause contract termination and/or Vendor debarment from future City contracts. Equal Benefits may be audited at any time prior to contract award or during the contract. See the City website for further information: <http://www.cityofseattle.net/contract/equalbenefits/default.htm>
   1. **Affirmative Efforts for Women and Minority Subcontracting.**

Under SMC 20.42.010, the City finds that minority and women businesses are significantly under-represented and have been underutilized on City Contracts. Additionally, the City does not want to enter into agreements with businesses that discriminate in employment or the provision of services. The City intends to provide the maximum practicable opportunity for increased participation by minority and women owned and controlled businesses, as long as such businesses are underrepresented, and to ensure that City contracting practices do not support discrimination in employment and services when the City procures public works, goods, and services from the private sector. The City shall not enter into Contracts with Vendors that do not agree to use Affirmative Efforts as required under SMC Chapter 20.42 or violate any provisions of that chapter, or those requirements given below.

As a condition of entering into a contract with the City, Proposers must agree to take affirmative efforts to assure equality of employment, and subcontracting opportunities when subcontracting is required to fulfill the work required within the Statement of Work for the Contract. Such affirmative efforts may include, but are not limited to, establishing employment goals for women and minorities and establishing goals for subcontracting to Women and Minority Businesses.

Vendors entering into Contracts shall actively solicit the employment of women and minority group members. For Contracts that require subcontracting in order to fulfill the Statement of Work, Vendors shall actively solicit bids for subcontracts to qualified, available, and capable Women and Minority Businesses to perform commercially useful functions. At the request of the City, Vendors shall furnish evidence of the Vendor's compliance with these requirements to document: 1) Affirmative Efforts to employ women and minority group members; 2) Affirmative Efforts to subcontract with Women and Minority Businesses on City Contracts; and 3) the Vendor’s non-discrimination in the provision of goods and services.

Terms and conditions for affirmative efforts in subcontracting and employment are within the Contract Terms and Conditions. Proposers are encouraged to review those obligations and be aware of them as a condition of bidding.

* 1. **Insurance Requirements.**

Insurance requirements presented in Attachment I Insurance Requirements, are mandatory. If formal proof of insurance is required to be submitted to the City before execution of the Contract, the City will remind the apparent successful proposer in the Intent to Award letter. The apparent successful proposer must promptly provide such proof of insurance to the City in reply to the Intent to Award Letter. Contracts will not be executed until all required proof of insurance has been received and approved by the City. The Apparent Successful Proposer shall be allowed five (5) business days to provide insurance after they receive the Intent to Award letter. If the City requires corrections, the Apparent Successful Proposer has 5 days from such request to complete all corrections. Failure to meet these deadlines will allow the City the right to reject the Bidder and proceed to the next finalist.

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

* 1. **Effective Dates of Offer.**

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

* 1. **Proprietary Proposal Material.**

## The State of Washington’s Public Records Act (Release/Disclosure of Public Records)

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

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

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

***If you have any questions about disclosure of the records you submit with bids or proposals please contact City Purchasing at (206) 684-4440.***

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

As mentioned above, all City of Seattle offices (“the City”) are required to promptly make public records available upon request. However, under Washington State Law some records or portions of records are considered legally ***exempt from disclosure*** and can be withheld. A list and description of records identified as exempt by the Public Records Act 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 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 in the Vendor Questionnaire included in Section 8. Very clearly and specifically identify each record and the exemption(s) that may apply. 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 (those) record(s) you can then seek an injunction under RCW 42.56 to prevent release. By submitting a bid document, the bidder acknowledges this obligation; the proposer also acknowledges that the City will have no obligation or liability to the proposer if the records are disclosed.

## Requesting Disclosure of Public Records

The City asks bidders/proposers and their companies to refrain from requesting public disclosure of proposal records until an intention to award is announced. This measure is intended to shelter the solicitation process, particularly during the evaluation and selection process or in the event of a cancellation or resolicitation. With this preference stated, the City will continue to be responsive to all requests for disclosure of public records as required by State Law.

* 1. **Cost of Preparing Proposals.**

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

* 1. **Readability.**

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

* 1. **Proposer Responsibility.**

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

* 1. **Changes in Proposals.**

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

* 1. **Proposer Responsibility to Provide Full Response.**

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

* 1. **Errors in Proposals.**

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

* 1. **Withdrawal of Proposal.**

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

* 1. **Rejection of Proposals, Right to Cancel.**

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

* 1. **Incorporation of RFP and Proposal in Contract.**

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

* 1. **No Gifts and Gratuities.**

The Seattle Ethics Code provides rules about employee work activities, business relationships, and the use of City resources. City Purchasing requires that Vendors who contract with City Purchasing, or are interested in pursuing a purchasing contract, comply with standards to support the City Ethics Code. Vendors shall not directly or indirectly offer gifts and resources to any person employed by the City that is intended, or may be reasonably intended, to benefit the Vendor by way of award, administration, or in any other way to influence purchasing decisions of the City. This includes but is not limited to, City Purchasing office employees and City employees that do business with, order, purchase or are part of decision-making for business, contract or purchase decisions. The Vendor shall not offer meals, gifts, gratuities, loans, trips, favors, bonuses, donations, special discounts, work, or anything of economic value to any such City employees. This does not prohibit distribution of promotional items that are less than $25 when provided as part of routine business activity such as trade shows. It is also unlawful for anyone to offer another such items, to influence or cause them to refrain from submitting a bid. Vendors must strictly adhere to the statutes and ordinances for ethics in contracting and purchasing, including RCW 42.23 (Code of Ethics for Municipal Officers) and RCW 42.52 (Ethics in Public Service). This is applicable to any business practice, whether a contract, solicitation or activity related to City business. The website for the Code of Ethics is: <http://www.seattle.gov/ethics/etpub/et_home.htm> Attached is a pamphlet for Vendors, Vendors, Customers and Clients.



* 1. **Involvement of Former City Employees.**

Upon receiving an intention to award, Proposer shall promptly notify the City in writing of any person who is expected to perform any of the Work and who, during the twelve months immediately prior to the expected start of such work, was an official, officer or employee. Vendor shall ensure that no Work related to this contract is performed by such person, to the extent that such work is disallowed by the City.

* 1. **No Conflict of Interest.**

By submitting a response, Proposer confirms that Proposer does not have a business interest or a close family relationship with any City elected official, officer or employee who was, is, or will be involved in Vendor selection, negotiation, drafting, signing, administration or evaluating Vendor performance. Should any such relationship exist, Vendor shall notify the RFP Coordinator in writing, and the City shall make sole determination as to compliance.

* 1. **Non-Endorsement and Publicity.**

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

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

* 1. **Proposal Disposition.**

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

# 

# Proposal Format and Organization

**Note**: Before submitting your proposal, make sure you are already registered in the City Vendor Registration System. Women and minority owned firms are asked to self-certify. If you do not have computer access, call 206-684-0444 for assistance. Register at: www.seattle.gov/purchasing/registration

**Legal Name Verification.** 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. For the State of Washington, see  **(**[**http://www.secstate.wa.gov/corps/**](http://www.secstate.wa.gov/corps/)).

Submit proposal with the following format and attachments as follows, as well as the Contract Bond form previously provided:

1. Cover letter.
2. Legal Name: Enclose a certificate, copy of the web page, or other proof of the legal name of your company from the State Corporation Commission.
3. Vendor Questionnaire: Submit the following Vendor Questionnaire immediately behind the Cover Letter, with all attachments (Outreach Plan, Federal Debarment, and City’s Non-Disclosure Request). **This form is mandatory**.



1. Minimum Qualifications **- This is mandatory**: Provide a document of one-page or an otherwise appropriate length, to indicate Vendor compliance to the Minimum Qualifications (Listed in Section **2**, page 6). Describe exactly how you achieve each minimum qualification. 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.
2. Mandatory Functional and Technical Requirements – **This is mandatory**: Provide information to indicate Vendor’s compliance to the specific Mandatory Functional and Technical Requirements as listed in Section **3**, page 7. The determination that you have achieved all the mandatory technical requirements may be made from the Technical/Function requirement spreadsheet alone (located in Section 8); the RFP Coordinator is not obligated to check other materials to make this decision.
3. Reseller Certification: Attach proof of your reseller certification.
4. Management Proposal: **This response is mandatory.**



1. Functional & Technical Requirements, and Technical Response: **These responses are mandatory.**

1. Pricing Proposal: **This response is mandatory**.



1. City’s Contract Terms & Conditions.

Acceptance of Contract Terms & Conditions: Provide a statement that confirms acceptance of the City’s Contract which 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.

Modifications of Contract Terms & Conditions: If Vendor desires to modify the City Contract, attach the City Contract that shows suggested alternative language using “track changes”. You must provide the alternative language, and not simply list a modification you wish to discuss. Also include an explanation why each change is to the benefit of the City and any financial impact.

Additions to Contract Terms & Conditions : If Vendor desires to add language to the City contract relating to licensing and maintenance that is not already addressed, use “track changes” including an explanation why this addition is to the benefit of the City.

1. Equal Benefits Declaration: **This Declaration is a mandatory form**. Vendors that do not submit the EB Declaration within their bid are subject to rejection as indicated in the instructions provided previously herein. If you submitted an EB Declaration to the City on any previous bids, that does NOT waive your requirement to do so again with this bid. If you have multiple office locations, you may answer in relation to only those offices covered by the EB requirements (See Instructions, Section 7)



**Submittal Checklist:** Each complete proposal submittal to the City must contain the following:

|  |  |  |
| --- | --- | --- |
| Cover Letter |  |  |
| Legal Name |  |  |
| Vendor Questionnaire | Mandatory | Attachments:  Outreach Plan (if applicable)  Federal Debarment  City’s Non-Disclosure Request |
| Minimum Qualification Statement | Mandatory |  |
| Mandatory Functional & Technical Requirements Statement – Section 8 | Mandatory |  |
| Technical Response | Mandatory |  |
| Reseller Certification |  |  |
| Proposed Maintenance Support Agreement | Mandatory |  |
| Proposed Licensing Agreement | Mandatory |  |
| Management Proposal | Mandatory | **Attachments:** *These attachments are to be provided in the Management Proposal. If any attachments are not included or are incomplete, the City may reject your proposal or may require the Vendor to submit the missing information within a specified deadline.*  Company Experience Statement  Company Organization Chart  Financial Statements or alternative statement  Current Commitments  Previous Experience & References  List of Terminations (if any)  Description of Subcontracting Supervision  Description of Prime – No Subs (if appropriate)  Management & Project Approach  Project Organization |
| City Contract Acceptance & Exceptions |  |  |
| Equal Benefits Form | Mandatory |  |

# Evaluation Process

The evaluation shall be conducted in a multi-tiered approach. Proposals must pass through each round to proceed forward to the next round. Those found to be outside the competitive range in the opinion of the evaluation team will not continue forward to the next evaluation tier. Only the proposers advancing to round 4 will be offered the opportunity to conduct a product demonstration.

Vendors will be evaluated based on the following criteria:

|  |  |
| --- | --- |
|  | **Total possible points** |
| Pricing | 200 |
| Management Response | 150 |
| Technical Response | 250 |
| Functional | 250 |
| Product Demonstrations | 100 |
| References | 50 |
| **Grand Total** | **1,000** |

For businesses that are located within the Seattle City limits, regarding the scoring of cost proposals for purposes of evaluation only, the City will calculate and reduce the pricing submitted, by applying consideration of Seattle business tax revenues (.030) for purposes of cost evaluation only.

**Round 1: Minimum Qualifications and Responsiveness.** City Purchasing shall first review submittals for initial decisions on responsiveness and responsibility. Those found responsive and responsible based on this initial review shall proceed to Round 2.

**Round 2: Mandatory Functional and Technical Requirements –**The City will thenreview submittals for initial decisions on responsiveness to the specific mandatory functional and technical requirements as listed in Section 3. Those found responsive based on this initial review shall proceed to the next Round.

**Round 3: Proposal Evaluation**

The City will evaluate proposals that successfully pass through the previous Rounds. The City will evaluate vendors based on Pricing, Management Proposal, Technical/Functional Requirements and Technical Response. Responses will be evaluated and ranked. Those proposals that cluster within a competitive range in the opinion of the evaluation team shall continue to Round 4 Product Demonstrations and References.

**Round 4 - Product Demonstrations and References.**

After the selection of finalists, Seattle at its sole option may require that Vendors who remain active and competitive provide a product demonstration in Seattle. For those finalists, references will also be evaluated and scored along with the product demonstrations.

Should only a single Vendor remain active and eligible to provide a demonstration, the City shall retain the option to proceed with a Demonstration or may waive this Round in full. If the Demonstration score is not within the competitive range, the City may eliminate the Vendor and discontinue scoring the Vendor for purposes of award.

The Vendor is to submit the list of names and company affiliations with the Buyer before the demonstration. Vendors invited to a demonstration are to bring the assigned Project Manager that has been named by the Vendor in the Proposal, and may bring other key personnel named in the Proposal. The Vendor shall not, in any event, bring an individual who does not work for the Vendor or for the Vendor as a subcontractor on this project, without specific advance authorization by the City Buyer.

The City shall score the demonstrations with a possible **100** points. At the City’s option, City staff may travel to the location of the highest ranked Vendor for an on-site visit and/or to visit identified user site(s) to evaluate real-world use of one or more of the finalist Vendor’s respective solution(s), performance and customer service. The City may elect to visit all top ranked candidates for a site visit, or only those as needed to obtain additional understanding of the Vendor proposal. Such site visits will be used as a reference, on a pass/fail basis. Transportation costs for City staff shall be at the City cost; the City will not reimburse the Vendor for any Vendor costs associated with such visits.

In addition to the product demonstrations, references will be evaluated and scored, however those companies 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 company as references, and the City may chose to serve as a reference if the City has had former work or current work performed by the company. Although the City anticipates completing reference checks at this point in the process, the evaluation committee may contact the client references of the companies or other sources in addition to those specifically provided by the Company, at any time to assist the City in understanding the service.

If, in the opinion of the City, the demonstrations, references or research do not support the responses provided in Section 8 Proposal Format and Organization, the City may revise response scores.

**Repeat of Evaluation Rounds**: If no Vendor is selected at the conclusion of all the rounds, the City may return to any round of the process to repeat the evaluation of those proposals that were active in that round of the process. In such event, the City shall then sequentially proceed through all remaining rounds 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.

**Round 5: Identify Apparent Successful Vendor**

Based on the aforementioned evaluation processes, the evaluation committee will produce a ranking of the finalist vendors. They will evaluate any other findings or factors deemed appropriate for this acquisition and then select and announce the apparent successful Vendor.

**Round 6: Negotiations.**

The City will initiate contract negotiations with the apparent successful Vendor. The apparent successful Vendor will work with the City’s project staff to develop a Statement of Work (SOW), and a project plan to the level of detail that will reduce uncertainty to a minimal level. The SOW and the project plan will become part of the contractual term for performance by the Vendor. The Contract will be executed upon the Vendor’s satisfactory completion of negotiations. If negotiations cannot be completed to mutual satisfaction within 15 calendar days or in an otherwise reasonable time frame in the opinion of the City, then the City retains the sole option to terminate negotiation. In such an event, the City reserves the right to name another apparent successful Vendor and restart with the new Vendor or to terminate the RFP process.

The City may repeat any or all evaluation rounds if no vendor is selected at the conclusion of the evaluation. The City reserves the right to terminate the process if it decides no proposals meet its requirements.

# 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/pan.htm> 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.

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

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

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

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

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

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

**Checklist of Final Submittals Prior to Award**.

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

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

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

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

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**Attachments**

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

**Attachment #1: Insurance Requirements**

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

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**Attachment # 3: Future CRM processes**

