**City of Seattle**

**Seattle Information Technology Department**

**REQUEST FOR PROPOSALS #SIT-160105**

**Developing and Implementing Critical IT Processes– Process Improvement Project Portfolio Management and Development of a Business Relationship Management Program**

1. **Schedule.** The following is the estimated schedule of events. The City of Seattle (“City”) reserves the right to modify this schedule at its discretion. Notification of changes will be posted on the City’s website at <http://consultants.seattle.gov/>

|  |  |
| --- | --- |
| RFP Release | June 10, 2016 |
| Pre-Proposal Conference | Date: Friday, June 17, 2016Time: 11:00 a.m. to 12:00 p.m.By in person attendance at: 700 5th AVE #2750 Seattle, WA 98104Or By Skype meeting:206-386-1200844-386-1200Conf ID 9392340 |
| Deadline for Proposer Questions  | June 21, 2016 |
| Deadline for City Answers | June 22, 2016 |
| Written Proposals Due to the City | June 27, 2013 10:00 a.m. |
| Announcement of Finalist Proposers | July 1, 2016 |
| Reference Information Due from Finalists | July 8, 2016 |
| Reference Checks conducted by City | July 11 – July 14 |
| Interviews of Finalist Proposers | July 19, 2016 |
| Announcement of Successful Proposer | July 22, 2016 |
| Negotiation Agreement  | July 26 – August 9, 2016 |
| Contract Execution | Wednesday, August 10, 2016 |
| Commence Services | Monday, August 15, 2016 |

**Procurement Contact**

Seattle IT Contracting Strategic Advisor: Laura Park – laura.park@seattle.gov – (206) 733-9595

Table 2: Delivery Address

**It is important to use the correct address for the delivery method you chose.**

|  |  |
| --- | --- |
| **Fed Ex & Hand Delivery - Physical Address** | **US Post Office - Mailing Address** |
| Laura Park, IT Contracting Strategic AdvisorDepartment of Information Technology700 Fifth Avenue, Suite #2700Seattle, Washington, 98104 | Laura Park, IT Contracting Strategic AdvisorDepartment of Information TechnologySeattle Municipal TowerP.O. Box 94709Seattle, Washington, 98124-4790 |

Unless authorized by the IT Contracting Strategic Advisor, no other City official or employee may speak for the City regarding this solicitation until award is complete. Any Proposer contacting other City officials or employees does so at Proposer’s own risk. The City is not bound by such information.

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# Purpose and Background.

The purpose of this Request for Proposal is to seek proposals from experienced consultant process on implementing critical IT processes including but not limited to IT project intake, IT project portfolio management, IT resource management, and IT business relationship management.

The City of Seattle is comprised of 36 departments and offices. Historically, each department has had responsibility for its own information technology (IT) functions, including project management. The City has consolidated its IT functions under one central department called Seattle IT. The goal to assure that legacy IT department IT processes, methodologies and tools are folded into one process.

The Seattle IT Planning and Strategy Division’s primary responsibilities are to plan, lead, coordinate, and deliver IT projects across the city.  The Planning Division is comprised of the Project Management Office, Service Management Office and Project Portfolio Management Team.  IT consolidation increased the scope and span of project and resource management for the Planning division.

To help meet need of the new consolidated IT environment, Seattle IT is investing in the creation of a business relationship management (BRM) team which is comprised of nine Business Relationship Liaisons (BRLs) under the leadership of the Deputy Chief Technology Officer (CTO). This team is responsible for strategically aligning technology to department needs. Prior to consolidation, the BRM Team formally served the role of IT directors for their legacy departments where they were responsible for their legacy department’s IT infrastructure and application development. This responsibility required knowledge of their supported legacy department’s business, and was primarily an operational role. The new consolidated Seattle IT Department recognizes the need to create a shared, communicable vision for the BRM program and redefine the BRL Team’s role. The BRM program and work of the BRL’s will be intertwined with IT project intake, portfolio management, and resource management. The work of the BRL’s will also be to plan for the IT projects that will keep the City’s technology aligned with business needs and enable the consolidated Seattle IT Department’s innovation. It is critical the BRM program be ready to engage with departments and be ready to begin developing 2018 plans by September 2016.

# Performance Schedule.

It is estimated that performance period will be September 1, 2016 through December 31, 2016. The term of this contract will end on January 31, 2017 unless mutually extended.

# Solicitation Objectives.

The City expects to select an expert consultant to Implement Critical IT Processes which may include but will not be limited to:

* Develop and implement a one-city approach for requesting IT projects that is understood and trusted by City stakeholders. This approach may also align projects with department strategies and standards.
* Develop and implement a resource/capacity management function that maximizes use of IT staff and identifies potential gaps that could affect portfolio performance
* Develop processes and reports to manage the City IT project portfolio to mitigate risk and provide key stakeholders with visibility into performance
* Transform how Seattle IT helps other City Departments plan for IT projects and needs. Consultant may also, through the new Business Relationship Management (BRM) program, strategically enable the other user City Departments.

# Minimum Qualifications.

A Proposer must meet or exceed the minimum qualifications in Attachment A and will be asked to demonstrate these in its proposal. In the event the Proposer does not clearly demonstrate that it meets the minimum qualifications, the proposal shall be rejected.

See Attachment A for Minimum Qualification form.

# Scope of Work 1 & 2

**SCOPE 1**

**TASK 1 Project portfolio management and stage gates:** The consultant may develop the processes, methods, metrics, and reports, to collectively manage and measure IT project alignment to City stakeholder needs and monitor performance against plan. Selection and implementation of a portfolio management tool is not part of this task, however the consultant should note how existing tools may be used for this purpose and may recommend strategies or tools Seattle IT should consider for portfolio management in the future. The outcome of this task may be that Seattle IT management will have a clear understanding of IT project performance status, that facilitates identification and intervention of projects with increasing risk, facilitate portfolio balancing to align with goals, and reporting of portfolio status to City leaders and the public.

Work performed under this task may include:

* Reviewing existing portfolio management processes from four legacy IT teams and three capital intensive departments
* Interviewing staff who operate the portfolio management processes, business stakeholders who request IT projects and services, and City leaders who oversee Seattle IT project performance
* Creating procedures, templates, and collateral that document the new portfolio management process including stage gates
* Creating portfolio status report that will be shared with the Mayor’s Office, City Council, and other stakeholders
* Creating training materials and delivering training to stakeholders and project managers
* Completing monthly portfolio update and review for a period of time to allow Seattle IT staff to learn the effective operation of the new processes
* Performing project stage gate review meetings for a period of time that will allow Seattle IT staff learn the effective operation of the new processes

Procedures and materials created for this task may include:

1. Metrics for assessing portfolio performance, risk, and alignment with objectives
2. Prioritization/reprioritization
3. Status reporting for Seattle IT managers and leaders
4. Executive status reporting for elected leaders and the public
5. Operating methodology and templates

**TASK 2: Project intake.** The vendor may assess the current processes by which new IT projects are requested, develop one new processes, lead implementation, and help operate the process. It is expected that the existing Seattle IT process will be largely sufficient as an intake process, however it will need to be optimized based on practices identified through reviews of other department processes and process templates; project request, business case, options analysis and cost benefit analysis documents. These templates may be updated or created. The outcome of this task is one process through which projects are consistently requested and evaluated, with stakeholders across the City aware of the process and the role they play in requesting IT projects.

Work performed under this task may include:

* Reviewing existing project intake processes from five legacy IT teams
* Interview staff who operate the intake processes, business stakeholders who request IT projects and services, and City leaders who oversee Seattle IT project intake processes
* Creating procedures, templates, and collateral that document the new project intake process
* Creating training materials and delivering training to stakeholders and project managers
* Performing project intake reviews and/or running project review meetings for a period of time to allow Seattle IT staff learn the effective operation of the new processes

Procedures and materials created for this task may include:

1. Project definition
2. Project intake and stage gate methodology and templates
3. Roles and responsibilities
4. Communication and training

**TASK 3 Resource management.** The vendor may develop processes to track the allocation of Seattle IT staff to projects to facilitate capacity management, forecasting, scheduling, and plan to actual performance. Selection and implementation of a resource tracking tool is not part of this task, however the vendor should note how existing tools may be used for this purpose and may recommend strategies or tools Seattle IT should consider for resource management in the future. The outcome of this task is Seattle IT understanding what projects staff are working on and capacity to deliver requested projects.

Work performed under this task may include:

* Reviewing existing resource management processes from up to five legacy IT teams
* Interviewing staff who operate resource and financial management/timekeeping processes
* Creating procedures, templates, and collateral that document the new resource management process
* Creating training materials and delivering training to stakeholders and staff

Procedures and materials created for this task may include:

1. Time keeping
2. Project code management (taxonomy)
3. Creation/closing codes
4. Training / timekeeping procedures update
5. Procedures for managing/tracking resources

**TASK 4 Risk Management.** The vendor may develop processes to identify, track, assess and develop response and/or contingency plans/preventative measures for project risk.  The outcome of this task may be for Seattle IT to have an understanding of what risks may or may not impact projects and overall risk rating in the portfolio.

Work performed under this task may include:

* Reviewing existing risk management processes from five legacy IT teams
* Interviewing staff who manage risk management processes
* Creating procedures, templates, and collateral that document the new risk management methodology and templates
* Creating training materials and delivering training to stakeholders and staff

Procedures and materials created for this task may include:

1. Risk Management methodology and templates
2. Risk Management metrics and reporting
3. Training for Risk Management methodology and templates

**SCOPE 2**

**TASK 5 Business relationship management.** The consultant may develop the delivery model, key operational processes, and roles and responsibilities that enable the BRM Program to strategically engage and meet the IT needs of City departments. The outcome of this task is a BRM Program whose staff members clearly understand their roles and responsibilities, have the tools necessary to work with their represented legacy departments to create plans for evolving technology, and to meet business needs in a manner aligned with the consolidated Seattle IT project intake and resource management processes. The BRM Program members, (BRL’s) should be ready to build trusted relationships with their department stakeholders.

Work performed under this task may include:

* Interviewing staff who comprise the BRM program including the BRL’s, and other key City stakeholders to understand current state expectations and competencies
* Defining roles and responsibilities for the Deputy CTO (BRM program leader), legacy department IT directors/Business Relationship Liaisons (BRLs), department leaders, and other City stakeholders
* Creating an IT director engagement model that enables engagement and delivery of services in a consistent, strategic, and customer focused manner
* Creating methodology, templates, or other tools that begin to drive a consistent experience across departments for engagement, IT planning, project request, and reporting of IT status
* Creating a plan for the execution of an annual department planning cycle, which will identify technology needs with Seattle IT intake and planning processes and the City’s budget cycle.
* Creating a plan to enable the BRM comprised of BRL’s and their respective staff to work cohesively as a team, and enables cross functional and innovational decision making.

Procedures and materials created for this task may include:

1. Roles and responsibilities
2. Goals and benefits
3. Proficiency matrix and career stages of the BRM Program
4. Department engagement lifecycle
5. Department strategic plan methodology
6. Deployment plan for BRM operations
7. Net User Satisfaction (NSAT) measurement

**TASK 6 Future planning.** The consultant may provide a final report and recommendation to Seattle IT for future projects to continue maturing the new organization. This report may include recommendations and timelines for further maturing the processes implemented through tasks one through five, and may highlight additional areas for improvement or maturity identified through working with Seattle IT and City staff during this engagement. The outcome of this task may be to identify the work necessary to continue benefitting from the investments made through this engagement and to develop a roadmap of future investments that will help Seattle IT more consistently provide powerful technology solutions to the City and public we serve.

Work performed under this task may include:

* Reviewing interview notes, department plans, and other materials gathered as part of this engagement
* Holding focus groups with Seattle IT and/or other City staff to solicit feedback on Seattle IT
* Comparing Seattle IT processes and practices to IT governance and operating models

**Out of Scope:** The following Seattle IT functions and activities intersect with the work that will be performed in this engagement, however, they are out of scope for this RFP.

* Enterprise architecture
* SMO-Service Management Office
* Evaluation of project management resource skills/capabilities
* Assessment of existing project health and recommendations

# Contract Modifications.

Consultants shall submit proposals understanding all Contract terms and conditions are mandatory. Response submittal is agreement to the Contract without exception. The City reserves the right to negotiate changes to submitted proposals and to change the City's otherwise mandatory Contract form during negotiations. If the Consultant is awarded a contract and refuses to sign the Contract form, the City may reject the Consultant from this and future solicitations for the same work. Under no circumstances shall Consultant submit its own boilerplate of terms and conditions.

# Procedures and Requirements.

This section details City instructions and requirements for your submittal. The City reserves the right in its sole discretion to reject any Consultant response that fails to comply with the instructions.

**7.1 Registration into the Online Business Directory.**

If you have not previously done so, register at: <http://www.seattle.gov/obd>. The City expects all firms to register. Women- and minority- owned firms are asked to self-identify. For assistance, call 206-684-0383.

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## 7.2 Pre-Submittal Conference

Seattle IT shall conduct an optional pre-submittal conference on the time, date, and location provided in page 1. Though Seattle IT will attempt to answer all questions raised during the pre-submittal conference, the Seattle IT encourages Consultants to submit questions Consultants would like addressed at the pre-submittal conference to the Seattle IT Contracting Contact, preferably no later than three (3) days in advance of the pre-submittal conference. This will allow Seattle IT to research and prepare helpful answers, and better enable the Seattle IT to have appropriate representatives in attendance.

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-submittal conference.

**7.3 Questions.**

Proposers may submit written questions to the Seattle IT Contracting Strategic Advisor until the deadline stated on page 1. The City prefers questions be through e-mail to the Seattle IT Contracting Strategic Advisor. Failure to request clarification of any inadequacy, omission, or conflict will not relieve the Consultant of responsibilities under in any subsequent contract. It is the responsibility of the interested Consultant to assure they receive responses to Questions if any are issued.

## 7.4 Changes to the RFP.

The City may make changes to this RFP if, in the sole judgment of the City, the change will not compromise the City’s objectives in this solicitation. Any change to this RFP will be made by formal written addendum issued by the Seattle IT Contracting Strategic Advisor and shall become part of this RFP.

**7.5 Receiving Addenda and/or Question and Answers.**

It is the obligation and responsibility of the Consultant to learn of addenda, responses, or notices issued by the City. Some third-party services independently post City of Seattle solicitations on their websites. The City does not guarantee that such services have accurately provided all the information published by the City.

All submittals sent to the City may be considered compliant with or without specific confirmation from the Consultant that any and all addenda was received and incorporated into your response. However, the Seattle IT Contracting Strategic Advisor reserves the right to reject any submittal that does not fully incorporate Addenda that is critical to the project.

## 7.6 Proposal Submittal.

###### Proposals must be received by the City no later than the date and time on page 1 except as revised by Addenda.

1. All pages are to be numbered sequentially, and closely follow the requested formats.
2. The submitter has full responsibility to ensure the response arrives at the City within the deadline. A response delivered after the deadline may be rejected unless waived as immaterial by the City given specific fact-based circumstances.

**Hard Copy Submittal.**

The Proposer must submit seven (8) hardcopy sets of all proposal documents; one (1) set clearly marked original and six (7) sets clearly marked copy; and one (1) electronic CD/Flash Drive copy. The original and copies shall be in 3-ring binders.

1. Hard-copy responses should be in a sealed box or envelope marked and addressed with the IT Contracting Strategic Advisor’s name, the solicitation title and number. If submittals are not marked, the Proposer risks the response being misplaced and not properly delivered.
2. The Submittal may be hand-delivered or otherwise be received by the IT Contracting Strategic Advisor at the address provided, by the submittal deadline*.* Delivery errors will result without careful attention to the proper address.

## 7.7 License and Business Tax Requirements.

The Consultant must meet all applicable licensing requirements immediately after contract award or the City may reject the Consultant. Companies must license, report and pay revenue taxes for the Washington State business License (UBI#) and Seattle Business License, if required by law. Carefully consider those costs before submitting an offer, as the City will not separately pay or reimburse such costs.

**Seattle Business Licensing and associated taxes.**

1. If you have a “physical nexus” in the city, you must obtain a Seattle Business license and pay all taxes due before the Contract can be signed.
2. A “physical nexus” means you have physical presence, such as: a building/facility in Seattle, you make sales trips into Seattle, your own company drives into Seattle for product deliveries, and/or you conduct service work in Seattle (repair, installation, service, maintenance work, on-site consulting, etc.).
3. We provide a link to the Consultant Questionnaire Form in our submittal package items later in this RFP, and it will ask you to specify if you have “physical nexus”.
4. All costs for any licenses, permits and Seattle Business License taxes owed shall be borne by the Consultant and not charged separately to the City.
5. The apparent successful Consultant(s) must immediately obtain the license and ensure all City taxes are current, unless exempted by City Code due to reasons such as no physical nexus. Failure to do so will cause rejection of the submittal.
6. The City of Seattle Application for a Business License can be found here:

<http://www.seattle.gov/Documents/Departments/FAS/Licensing/Seattle-business-license-application.pdf>

1. You can find Business License Application help here:[http:/www.seattle.gov/licenses/get-a-business-license/license-application-help](http://www.seattle.gov/licenses/get-a-business-license/license-application-help)
2. Self-Filing You can pay your license and taxes on-line using a credit card <https://dea.seattle.gov/self/>
3. For Questions and Assistance, call the Revenue and Consumer Protection (RCP) office which issues business licenses and enforces licensing requirements. The general e-mail is rca@seattle.gov. The main phone is 206-684-8484.
4. The licensing website is <http://www.seattle.gov/licenses>
5. The City of Seattle website allows you to apply and pay on-line with a Credit Card if you choose.
6. If a business has extraordinary balances due on their account that would cause undue hardship to the business, the business can contact the RCA office at rca@seattle.gov to request additional assistance.
7. 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 Consultant 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.

**State Business Licensing.** Before the contract is signed, you must have a State of Washington business license (a “Unified Business Identifier” known as a UBI#). If the State of Washington has exempted your business from State licensing (some foreign companies are exempt and sometimes, the State waives licensing because the company has no 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 because of licensing shall be borne by the Consultant and not charged separately to the City. Instructions and applications are at <http://bls.dor.wa.gov/file.aspx> and the State of Washington Department of Revenue is available at 1-800-647-7706.

## Federal Excise Tax. The City is exempt from Federal Excise Tax (Certificate of Registry #9173 0099K exempts the City).

## 7.8 Proposer Responsibility to Provide Full Response.

It is the Proposer’s responsibility to respond that does not require interpretation or clarification by the City. The Proposer is to provide all requested materials, forms and information. The Proposer is to ensure the materials submitted properly and accurately reflects the Proposer’s 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; this does not limit the City right to consider additional information (such as references that are not provided by the Proposer but are known to the City, or past City experience with the consultant), or to seek clarifications as needed.

**7.9 No Guaranteed Utilization.**

The City does not guarantee utilization of any contract(s) awarded through this RFP process. The solicitation may provide estimates of utilization; such information is for Consultant convenience and not a usage guarantee. The City reserves the right to multiple or partial awards, and/or to order work based on City needs. The City may turn to other appropriate contract sources or supplemental contracts, to obtain these same or similar services. The City may re-solicit for new additions to the Consultant pool. Use of such supplemental contracts does not limit the right of the City to terminate existing contracts for convenience or cause.

**7.10 OMITT**

**7.11 Right to Award to next ranked Consultant.**

If a contract is executed resulting from this solicitation and is terminated within 90-days, the City may return to the solicitation process to award to the next highest ranked responsive Consultant by mutual agreement with such Consultant.  New awards thereafter are also extended this right.

**7.12 Negotiations.**

The City may open discussions with the apparent successful Proposer, to negotiate costs and modifications to align the proposal or contract to meet City needs within the scope sought by the solicitation.

## 7.13 Effective Dates of Offer.

Solicitation responses are valid until the City completes award. Should any Proposer object to this condition, the Proposer must object prior to the Q&A deadline on page 1.

## 7.14 Cost of Preparing Proposals.

The City is not liable for costs incurred by the Proposer to prepare, submit and present proposals, interviews and/or demonstrations.

**7.15 Readability.**

The City’s ability to evaluate proposals is influenced by the organization, detail, comprehensive material and readable format of the response.

**7.16 Changes or Corrections to Proposal Submittal.**

Prior to the submittal due date, a Consultant may change its proposal, if initialed and dated by the Consultant. No changes are allowed after the closing date and time.

## 7.17 Errors in Proposals.

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

**7.18 Withdrawal of Proposal.**

A submittal may be withdrawn by written request of the submitter.

## 7.19 Rejection of Proposals.

The City may reject any or all proposals with no penalty. The City may waive immaterial defects and minor irregularities in any submitted proposal.

## 7.20 Incorporation of RFP and Proposal in Contract.

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

**7.21 Independent Contractor.**

The Consultant works as an independent contractor. The City will provide appropriate contract management, but that does not constitute a supervisory relationship to the consultant. Consultant workers are prohibited from supervising City employees or from direct supervision by a City employee. Prohibited supervision tasks include conducting a City of Seattle Employee Performance Evaluation, preparing and/or approving a City of Seattle timesheet, administering employee discipline, and similar supervisory actions.

Contract workers shall not be given City office space unless expressly provided for below, and in no case shall such space be provided for over 36 months without specific authorization from the Seattle IT Contracting Strategic Advisor.

Some project work requires the Consultant to be on-site at City offices. This benefits the City to assure access, communications, efficiency, and coordination. Any Consultant on-site remains a Consultant and not a City employee. No Consultant shall be on-site at a City office for over 36 months, without specific authorization from the City. The Consultant shall notify the City if any worker is within 90 days of a 36 month on-site placement.

The City will not charge rent. The Consultant is not asked to itemize this cost. Instead, the Consultant should absorb and incorporate the expectation of such office space within the Consultant plan for the work and costs. City workspace is exclusively for the project and not for any other Consultant purpose. The Seattle IT Contracting Strategic Advisor will decide if a City computer, software and/or telephone is needed, and the worker can use basic office equipment such as copy machines. If the Consultant worker does not occupy City workspace as expected, this does not change the contract costs.

## 7.22 Equal Benefits.

Seattle Municipal Code Chapter 20.45 (SMC 20.45) requires consideration of whether Proposers 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 Consultant Questionnaire requested in the Submittal instructions includes materials to designate your equal benefits status.

**7.23 Women and Minority Subcontracting/Inclusion Plan.**

The Mayor’s Executive Order and City ordinance require the maximum practicable opportunity for successful participation of minority and women-owned subcontracts. All proposers must agree to SMC Chapter 20.42, and seek meaningful subcontracting opportunities with WMBE firms.

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

## 7.24 Insurance Requirements.

Any special insurance requirements are provided as an Attachment. If attached, provide proof of insurance to the City before Contract execution. Seattle IT will remind the apparent successful Proposer in the Intent to Award letter. The apparent successful Proposer must promptly provide proof of insurance to the Seattle IT Contracting Strategic Advisor.

Consultants are encouraged to immediately contact their Broker to begin preparation of the required insurance documents, if the Consultant is selected as a finalist. Proposers may elect to provide the requested insurance documents within their Proposal.

## 7.25 Proprietary Materials.

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

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

Bidders/proposers must be familiar with the Washington State Public Records Act and the limits of record disclosure exemptions.  For more information, visit the Washington State Legislature’s website at <http://app.leg.wa.gov/rcw/default.aspx?cite=42.56>.

If you have any questions about disclosure of the records you submit with your bid, please contact the Project Manager named in this document.

## 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 or contract work products, are exempt from disclosure you can request that they not be released before you receive notification.  To do so you must complete the City Non-Disclosure Request Form (“the Form”) provided by City Purchasing (see attached) and 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 record(s), you can then seek an injunction under RCW 42.56 to prevent release.  By submitting a bid document, the bidder acknowledges this obligation; the proposer also acknowledges that the City will have no obligation or liability to the proposer if the records are disclosed.

## Requesting Disclosure of Public Records

The City asks bidders and their companies to refrain from requesting public disclosure of bids until an intention to award is announced.  This measure is intended to protect the integrity of the solicitation process particularly during the evaluation and selection process or in the event of a cancellation or re-solicitation.  With this preference stated, the City will continue to be responsive to all requests for disclosure of public records as required by State Law.  If you do wish to make a request for records, please address your request in writing to the Project Manager named in this document.

**7.26 Ethics Code.**

Please familiarize yourself with the City Ethics code: <http://www.seattle.gov/ethics/etpub/et_home.htm>. For an in depth explanation of the City’s Ethics Code for Contractors, Consultants, Customers and Clients, please visit: <http://www.seattle.gov/ethics/etpub/faqcontractorexplan.htm>. Any questions should be addressed to Seattle Ethics and Elections Commission at 206-684-8500.

**No Gifts and Gratuities**.

Consultants shall not directly or indirectly offer anything (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 Consultant. An example is giving a City employee sporting event tickets to a City employee on the evaluation team of a solicitation to which you submitted. The definition of what a “benefit” would be is broad and could include not only awarding a contract but also the administration of the contract or evaluating contract performance. The rule works both ways, as it also prohibits City employees from soliciting items from Consultants. Promotional items worth less than $25 may be distributed by the Consultant to City employees if the Consultant uses the items as routine and standard promotions for the business.

**Involvement of Current and Former City Employees.**

The Consultant Questionnaire within your submittal documents prompts you to disclose any current or former City employees, official or volunteer that is working or assisting on solicitation of City business or on completion of an awarded contract. Update that information during the contract.

**Contract Workers with over 1,000 Hours.**

The Ethics Code applies to Consultant workers that perform over 1,000 cumulative hours on any City contract during any 12-month period. Any such employee must abide by the City Ethics Code. The Consultant is to be aware and familiar with the Ethics Code accordingly.

**No Conflict of Interest.**

Consultant (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 Consultant performance. The City shall make sole determination as to compliance.

**7.27 Background Checks and Immigrant Status.**

The City has strict policies regarding the use of Background checks, criminal checks and immigrant status for contract workers. The policies are incorporated into the contract and available for viewing on-line at <http://www.seattle.gov/city-purchasing-and-contracting/social-equity/background-checks>.

# Response Materials and Submittal.

**Prepare your response as follows. Use the following format and provide all attachments. Failure to provide all information below on proper forms and in order requested, may cause the City to reject your response.**

1. **Letter of interest (optional).**
2. **Minimum Qualifications (Mandatory) – Attachment A:** Complete this page that lists each Minimum Qualification, and exactly how you achieve each minimum qualification. Provide attachments or additional information as requested. Remember that the determination you have achieved all the minimum qualifications is made from this page. The IT Strategic Advisor is not obligated to check references or search other materials to make this decision.
3. **Consultant Questionnaire (Mandatory) - Attachment B:** Submit the questionnaire with your response, even if you sent one in to the City for previous solicitation.

1. **Proposal Response (Mandatory) – Attachment C**: This document details the forms, documents and format for your proposal response to the City.
2. **Cost and Pricing (Mandatory) - Attachment D:** State a firm fixed price, to include all direct, indirect, and overhead expenses, including travel and living expenses, incurred by the Consultant to perform the Work.
3. **Inclusion Plan (Mandatory) – Attachment E:** The City requires Proposers to submit an Inclusion Plan for including minority- and women-owned firms in the performance of the contract.

**Package Checklist.**

**Your response should be packaged with each of the following. This list assists with quality control before submittal of your final package. Addenda may change this list; check any final instructions:**

1. Letter of Interest (optional)
2. Minimum Qualifications, Attachment A (mandatory)
3. Consultant Questionnaire, Attachment B (mandatory)
4. Proposal Response, Attachment C (mandatory)
5. Cost and Pricing, Attachment D (mandatory)
6. Inclusion Plan, Attachment E (mandatory)

# Selection Process.

* 1. **STEP 1: Initial Screening**: The City will review submittals for initial decisions on responsiveness and responsibility. Those found responsive and responsible based on this initial review shall proceed to Step 2.
	2. **STEP 2: Proposal Evaluation:** The Evaluation Team will review responses to the Minimum Qualifications, Attachment A. Those proposals found to meet the minimum qualifications will be evaluated using the criteria specified below. Responses will be evaluated and ranked or scored.

 **Evaluation Criteria:**

|  |  |
| --- | --- |
| Response to Written Proposal Questions | 60 % |
| Response to Financial Proposal | 30 % |
| Inclusion Plan  | 10% |
| **TOTAL POINTS** |  |

**9.3 STEP 3: Professional References:** The City may contact one or more professional references that have been provided by the Proposer or other sources that may not have been named by the Proposer but can assist the City in determining performance.

**9.4 STEP 4: Interviews:** The City may interview top scoring firms that cluster within a competitive range, in the opinion of the evaluation team. At the City’s option, the interviews may be in person or on-line. Consultants invited to interviews are to bring the assigned Project Manager named by the Consultant in the Proposal, and may bring other key personnel named in the Proposal. The Consultant shall not bring individuals who do not work for the Consultant or are not on the project team without advance authorization by the IT Contracting Strategic Advisor.

**9.5 STEP 5: Selection:** The City may select the highest ranked Proposer for award as a result of the interview, if any are conducted.

* 1. **STEP 6: Contract Negotiations.** The City may negotiate elements of the proposal to best meet the needs of the City with the apparent successful Proposer. The City may negotiate any aspect of the proposal or the solicitation.

**9.7 Repeat of Evaluation**: If no Consultant is selected at the conclusion of all the steps, the City may return to any step in the process to repeat the evaluation with those proposals active at that step. 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.

# Award and Contract Execution.

The Seattle IT Contracting Strategic Advisor will provide timely notice of intent to award to all Consultants responding to the Solicitation.

**Protests to Seattle IT Contracting Strategic Advisor.**

Interested parties that wish to protest any aspect of this RFP selection process provide written notice to the Seattle IT Contracting Strategic Advisor for this solicitation. Note the City shall notify Federal Transit Administration if protesting a solicitation for contracts with FTA funds.

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

The Apparently Successful Consultant(s) will receive Intent to Award Letter from the Project Manager after award decisions are made by the City. The Letter will include instructions for final submittals due prior to execution of the contract.

Once the City has finalized and issued the contract for signature, the Consultant 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 Consultant 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 Consultant, or cancel or reissue this solicitation. Cancellation of an award for failure to execute the Contract as attached may disqualify the firm from future solicitations for this same work.

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

The Consultant(s) should anticipate the Intent to Award Letter will require at least the following. Consultants are encouraged to prepare these documents ahead of time when possible, to eliminate risks of late compliance.

* Seattle Business License is current and all taxes due have been paid.
* State of Washington Business License.
* Certificate of Insurance (if required)
* Special Licenses (if any)

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

Unless the Consultant has already submitted a Taxpayer Identification Number and Certification Request Form (W-9) to the City, the Consultant must execute and submit this form prior to the contract execution date. The W-9 form can be found here: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

**City’s Insurance Requirements**

See Attachment F

**City’s Terms and Conditions**

 See Attachment G