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| **City of Seattle****Department of Information Technology****Request for Proposals #DIT 140078****Public Regional Information Security Event Management (PRISEM) System** **Information Technology – System Enhancements** **and Provisioning One Maritime Port** |

**1.0 Schedule.** The following is the estimated schedule of events. The City reserves the right to modify this schedule at its discretion. Notification of changes will be posted on the City’s website at <http://www.seattle.gov/doit/vendor.htm>

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| RFP Release | Wednesday, June 4, 2014 |
| Deadline for Proposer Questions  | Wednesday, June 11, 2014 |
| Deadline for City Answers | Friday, June 13, 2014 |
| Written Proposals Due to the City | Monday, June 23, 2014 4:00 p.m.See RFP Section 11 for Delivery Information |
| Announcement of Successful Proposer | Friday, June 27, 2014 |
| Anticipated Negotiation Start Date | Tuesday, July 8, 2014 |
| Agreement Execution by Consultant  | Thursday, July 10, 2014 |
| Agreement Execution by City | Friday, July 11, 2014 |
| Commence Services | August 1, 2014 |

**2.0 City Contact.**

 Ann Kelson, IT Contracting Manager

 ann.kelson@seattle.gov
 206-684-0539

Unless authorized by the IT Contracting Manager, no other City official or employee may speak for the City regarding this solicitation until the award decisions are complete. Any Proposer seeking information, clarification or interpretations from any other City official or City employee uses such information at the Proposer’s own risk. The City is not bound by such information. Following the Proposal submittal deadline, Proposers shall continue to direct communications to only the IT Contracting Manager.

**3.0 Purpose.** The purpose of this Request for Proposals (RFP) is to enter into a firm fixed price agreement with a qualified Consultant to perform services in support of the Public Regional Information Security Event Management (PRISEM) System. The services include development of information technology system enhancements and provisioning of one maritime port (PRISEM Project). Provisioning does not include providing equipment.

**4.0** **Period of Performance:** It is estimated that PRISEM Project will commence on August 1, 2014. Substantial completion must occur by June 30, 2015. Full completion must occur by July 31, 2015.

**5.0** **Background.** The City of Seattle is a municipal corporation of the State of Washington. It consists of 36 departments and offices. One of the City departments is the Department of Information Technology (“DoIT”). A division within DoIT is the Office of Information Security (OIS). The OIS is the Project Sponsor of the Public Regional Information Security Event Management (PRISEM) System.

PRISEM is a partnership among the City of Seattle, Department of Homeland Security, the University of Washington, the University of Michigan and other participating jurisdictions.

Local governments, maritime ports, and other organizations manage systems that are deemed “critical infrastructure” by the federal government. For example, a local government may manage energy and drinking water delivery, transportation, emergency services and sewage treatment. These services are enabled by information process and control systems. The systems are vulnerable to attack by organized crime, nation-state, and possibly terrorist actors.

The PRISEM System is designed to collect, aggregate, correlate, and alert on security events that affect information processing and control systems. This is done by collecting firewall and other security event and network logs and processing that information in the context of the applicable metropolitan area. In this way, the PRISEM System acts as a regional cyber “block watch” for participating jurisdictions by providing the intelligence gleaned through visibility into area events.

The City of Seattle has received a grant under the U.S. Department of Homeland Security. One of the purposes of the grant is to fund consultant services for development of information technology system enhancements and for provisioning of one maritime port (PRISEM Project). Provisioning does not include providing equipment.

**6.0 Minimum Qualifications.** A Proposer must meet or exceed the following minimum qualifications 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 may be rejected.

- The Proposer has been in business for a minimum of three years.

* The Proposer, or at least one of its employees who will be assigned to the City’s project, has experience in the Nitro Security Event Information Management product.
* Within the previous five years, the Proposer, or at least one of its employees who will be assigned to the City’s project, has conducted at least two custom development and/or data analysis projects with security event data.

**7.0 Statement of Services and Deliverables.**

7.1 Phase I – PRISEM System Enhancements: The Consultant shall develop and implement PRISEM System Enhancements. The Enhancements include but are not limited to new coding and system/operational support procedures. These Enhancements will be integrated into the existing PRISEM’s specialized views of log collection services (“Nitro Portal”). The new coding and procedures shall be part of the schedule change control outage. The consultant will document and configure all System Enhancements. The consultant will work with the project technical team to ensure that System Enhancements are complete and reliable.

7.1.1 Development Code and Procedures for Automatic Electronic Messaging

The Consultant shall develop code and procedures so that automatic electronic messaging is delivered to all participating jurisdictions. During development, the consultant will conduct regular change management planning meetings and a post-execution meeting. The electronic messages will be sent when there are:

 New participants being provisioned

 Changes to participant configurations

 Changes to AMQP RPC services

 Changes to Log Matrix configurations

 Patches to Log Matrix or operating system

 Changes to portal source code that affect functionality

7.1.2 Development Code and Procedures for Service Monitoring and Outage Notification
The Consultant shall develop service monitoring and outage notification code and procedures that will alert the effected participating jurisdictions and to University of Washington and the State of Washington Fusion Center.

Alerts will be communicated in an automated fashion, and at outage times of 15 minutes intervals thereafter. Consultant will communicate to the project team an estimated time to recover from an outage.

The PRISEM system portal will monitor the status of key services, and notify an outage condition. Outage is defined as a failure to successfully contact the service for a period of 15 minutes using a simple tcp connection tool such as nmap.

The Services that will be monitored on PRISEM log collectors and core systems include:

 Sendmail

 AMQP RPC services

 Log Matrix services

 SSH server and tunnels

 Logins via SSH

 VPN connections

 Use of "sudo"

 Disk space utilization

 CPU utilization

7.1.3 Acceptance Testing: The Consultant shall perform acceptance testing of the code and procurements. The testing will be in conjunction with the project technical team and University of Washington Researchers. The code will be tested and approved by the project technical team and the University of Washington Researchers prior to promotion to production using the following procedures:

* Produce status logging of lmsearch AMQP RPC service per specification
* Replicate fine-grained selection of columns from portal in AMQP RPC search per specification
* Ensure lmsearch AMQP RPC service runs multiple threads 24x7x365 per specification

7.1.4 Testing and implementation of the code and procedures: Outages required due to code modifications, patching, or other updates will be scheduled at least 3 days in advance. The PRISEM project will be notified via electronic messaging to project participant contacts, and those representing the City of Seattle, University of Washington, and State of Washington Office of the Chief Information Officer. Notifications will occur at 3, 2, and 1 day prior to change.

Log collector and firewall administration and break-fix will be the responsibility of the Consultant. The PRISEM project's servers will be administered by the PRISEM project staff.

Backups will be conducted daily, such that all PRISEM data are preserved up until the scheduled time of the backup.

7.2 Phase Two: Provision One Maritime Port

7.2.1 Provisioning: The Consultant shall provision one maritime port located on the west side of Washington State and provide log collection services for the port. “Provision” means a) identifying up to ten devices to monitor, and b) engineering methods to collect security event data from those devices and to transport the data to the PRISEM infrastructure. The PRISEM infrastructure is deployed with the Seattle city limits. Provision will be complete when the jurisdictions are reporting security event data into the PRRISEM system. Log collection Services must meet Nitro Collector specifications.

7.2.2 System stabilization, tuning, and performance optimization: The Consultant shall assist the maritime port in identifying and clearing false positives, prioritizing internal systems by risk, and delineating security event by configuring them as alerts.

* False positives have been reduced to 10% of initial frequency
* At least ten internal systems have been rated for risk value
* At least two verifiable security events have been configured to alert the jurisdiction’s point of contact

7.2.3 Standard Reports: The Consultant shall develop and automate Standard Reports for the maritime port. The reports shall include statistics by week of event received and alerts generated. This Deliverable will be complete with the City has received and accepted the final Standard Reports or by 20 business days whichever is sooner.

7.2.4 Configuration Documentation: The Consultant shall document and deliver the following configuration specifics:

* Devices being monitored (manufacturer; type of device; model/version)
* IP addresses for devices being monitored
* IP network address blocks used internally by the jurisdiction
* Firewall or other changes made to jurisdiction’s network
* Configuration specifics on log collection and transport methods

**8.0** **Project Approach**

8.1 The Successful Proposer shall:

8.1.1 Complete the services within the time frames described in RFP Section 4. Because of the federal grant requirements, there will be no time extensions.

8.1.2 Take primary responsibility for the successful outcome of the PRISEM Research and Development Project.

8.1.3 Designate a key person to the role of Project Technical Manager. The Consultant’s Project Technical Manager designated to this key role will remain assigned to the role throughout the term of the Agreement.

8.1.4 Assure that its employees in key roles perform tasks virtually or on-site at the applicable provisioned jurisdictions 8 hours per day between 8:00 a.m. and 5:00 p.m. Monday through Friday except on City holidays.

8.1.5 Assign an Account Representative who will serve as liaison between the City and the Consultant, and who will be responsible for ensuring satisfactory performance.

8.2 Project Assumptions: The City’s assumptions for this project are listed below. Note that these assumptions may change upon further analysis and/or on the advice of the Consultant.

8.2.1 There will be no changes to the PRISEM Architecture Design. (Note: The Design has been completed and will be provided to the Apparent Successful Proposer.)

8.2.2 The City will have a substantially complete PRISEM Research and Development Project Plan at the time of announcement of apparent successful proposer. (Note: The Plan will be provided to the Apparent Successful Proposer.) There will be no changes to the Project Key Dates. The Apparent Successful Proposer may suggest improvements to the PRISEM Research and Development Project Plan, but the improvements will not be considered as part of the plan unless specifically accepted in writing by the City.

8.2.3 The successful Consultant will maintain accounting and invoicing records that specify the name(s) of its employee(s) that are engaged in all activities.

8.2.4 It is expected that the PRISEM Research and Development Project will proceed continuously and Consultant will have no ‘whitespace.’

8.2.5 The City will furnish non-dedicated workstation space, network logins, email accounts, and access to other equipment and facilities the City determines are necessary for the Consultant to perform, to the extent that the Consultant performs work on-site at City facilities.

**9.0 Contract Modifications.** The City has attached its contract terms with this solicitation. Any questions about the City’s contract should be made prior to the end of the question period.

If a Proposer seeks to modify the Contract, the Proposer must submit a request with its Proposal taking an “Exception”. The Proposer must provide a revised version that shows its proposed alternative contract language. The City is not obligated to accept any modifications proposed by the Proposer. If the proposed modifications materially change the character of the contract, the City may reject the Proposal as non-responsive.

The City cannot modify provisions mandated by Federal, State or City law. These includes, but are not limited to: Social Equity Requirements, Equal Benefits, Audit (Review of Vendor Records), Federal Debarment, Confidentiality, and City Debarment. Exceptions to those provisions will be summarily disregarded. The City cannot agree to any form of mutual indemnification.

Although the City may open discussions with the apparent successful Proposer to align the proposal or contract to best meet City needs, this does not ensure consideration or negotiation of modifications proposed by the Proposer.

**10.0 Solicitation Instructions, Procedures and Requirements.**

10.1 Registration into City Registration System. The City requests that all firms interested in doing business with the City register on the City’s Registration System at <http://www.seattle.gov/html/business/contracting.htm> .

10.2 Questions. Proposers may submit written questions to the IT Contracting Manager until the deadline stated in Section 1.0. The City prefers questions submitted be through e-mail. 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 Proposer to assure it receives responses to Questions if any are issued.

10.3 Changes to the RFP and Issuance of Addenda. 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 acquisition. A change to this RFP will be made by formal written addendum issued by the City’s IT Contracting Manager. Addenda will be posted on the City’s website. Addenda shall become part of this RFP and included as part of the Contract.

10.4 Receiving Addenda and/or Question and Answers. It is the obligation and responsibility of the Proposer 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 to all Addenda, with or without specific confirmation from the Consultant that any and all Addenda were received and incorporated. The City reserves the right to reject a submittal if it does not fully incorporate an addendum that is critical to the Project.

10.5 License and Business Tax Requirements. The Consultant must meet all licensing requirements that apply to its business immediately after contract award or the City may reject the Consultant. Firms must license, report and pay revenue taxes for the Washington State business License (UBI#) and Seattle Business License, if they are required by the laws of those jurisdictions. The Consultant should carefully consider those costs prior to submitting their offer, as the City will not separately pay or reimburse those costs to the Consultant.

10.5.1 Seattle Business Licensing and associated taxes.

* If the firm has a “physical nexus” in the city, it must obtain a Seattle Business license and pay all taxes due before the Contract can be signed.
* A “physical nexus” means a physical presence, such as: a building/facility in Seattle, sales trips into Seattle, on-site product deliveries, and/or service work in Seattle (repair, installation, service, maintenance work, on-site consulting, etc).
* 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.
* The apparent successful Consultant 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.
* Self-Filing : License and taxes may be paid on-line using a credit card <https://dea.seattle.gov/self/>
* The Revenue and Consumer Affairs (RCA) office can answer questions and provide assistance. The general e-mail is rca@seattle.gov. The main phone is 206-684-8484
* The licensing website is <http://www.seattle.gov/rca/taxes/taxmain.htm>.
* The City of Seattle’s website allows on-line application and payment with a credit card.
* If a business has extraordinary balances due on its account that would cause undue hardship to the business, the business can contact the RCA office to request additional assistance. A cover-sheet providing further explanation, with the application and instructions for a Seattle Business License is provided below.
* Firms 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 its Proposal. 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.

 

10.5.2 State Business Licensing. Before the contract is signed, the Consultant must have a State of Washington business license (a “Unified Business Identifier” known as an UBI#). If the State of Washington has exempted the firm from State licensing (some foreign companies are exempt and sometimes the State waives licensing because the firm 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://www.dol.wa.gov/business/file.html> and the State of Washington Department of Revenue is available at 1-800-647-7706.

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

10.6 Proposer Responsibility to Provide Full Response. It is the Proposer’s responsibility to submit a response 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.

10.7 Right to Award to next ranked Consultant: If a contract is executed as a result of this solicitation and is terminated within 90 days, the City may return to the solicitation process to award the contract to the next highest ranked responsive Consultant by mutual agreement with such Consultant.

10.8 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.

10.9 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 Question deadline listed in Section 1.

10.10 Cost of Preparing Proposals. The City is not liable for any costs incurred by the Proposer to prepare, submit and present proposals, interviews and/or demonstrations.

10.11 Readability. The City’s ability to evaluate proposals is influenced by organization, level of detail, comprehensiveness of material, and readability.

10.12 Changes or Corrections to Proposal Submittal. Prior to the submittal closing date and time, a Consultant may change its proposal, if initialed and dated by the Consultant. No changes are allowed after the closing date and time.

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

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

10.15 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.

10.16 Incorporation of RFP/RFQ and Proposal in Contract. This RFP and the Proposer’s response, including all promises, warranties, commitments, and representations made in the successful proposal as accepted by the City, are binding and incorporated by reference in the City’s contract with the Proposer.

10.17 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 and 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 in the Contract, and in no case shall such space be provided for over 36 months without specific authorization from the IT Contracting Manager.

The City will not provide space in City offices for performance of the work. The Consultant will perform most work from its own office space or in the field.

10.18 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 equal benefits status.

10.19 Women and Minority Subcontracting/Consultant Inclusion Plan. The Mayor’s Executive Order and City ordinance require the maximum practicable opportunity for successful participation of minority and women-owned subcontractors. All Proposers must agree to Seattle Municipal Code Chapter 20.42 and seek meaningful subcontracting opportunities with woman and/or minority owned business enterprises “WMBE”.

10.20 Insurance Requirements. Insurance requirements are provided as an attachment to the contract. The apparent successful Consultant must provide proof of insurance to the City before Contract execution.

The Proposer is encouraged to contact its Broker immediately to begin preparation of the required insurance documents in the event the Consultant is selected as a finalist.

10.21 Proprietary and Confidential Material.

10.21.1 Requesting Disclosure of Public Records The City asks interested parties to not request public disclosure of proposal records until a contract is executed. This measure should shelter the solicitation process, particularly during the evaluation and selection process or if a cancellation occurs or re-solicitation. With this preference stated, the City will continue to respond to all requests for disclosure of public records as required by State Law.

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

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

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

If the Proposer believes any records it is submitting to the City as part of its submittal or contract work product are exempt from disclosure, it can request that the City not release the records until the City notifies it about the pending disclosure. To make that request, the appropriate portion of the Consultant Questionnaire (Non-Disclosure Request Section) must be completed and identify each record and the exemption(s) that may apply. If Proposer is awarded a City contract, the same exemption designation will carry forward to the contract records.

The City will not withhold materials from disclosure because the Proposer marks them with a document header or footer, page stamp, or a generic statement that a document is non-disclosable, exempt, confidential, proprietary, or protected. Identify no 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 in the Consultant Questionnaire. Only the specific records or portions of records properly listed on the Consultant Questionnaire 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 properly and listed on the Consultant Questionnaire, the City will notify the Consultant in writing of the request and postpone disclosure, providing sufficient time for the Consultant to pursue an injunction and ruling from a judge. While it is not a legal obligation, the City, as a courtesy, allows up to ten business days to file a court injunction to prevent the City from releasing the records (reference RCW 42.56.540). If the Consultant fails to obtain a Court order within the ten days, the City may release the documents.

By submitting for this solicitation, the Consultant acknowledges the obligation to identify such records within the Consultant Questionnaire, and that the City has no obligation or liability to the proposer if the records are disclosed.

10.22 Ethics Code. The Proposer should familiarize itself with the City Ethics code: <http://www.seattle.gov/ethics/etpub/et_home.htm>. Specific questions should be addressed to the staff of the Seattle Ethics and Elections Commission at 206-684-8500.

10.22.1 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.

10.22.2 Involvement of Current and Former City Employees. The Consultant Questionnaire requires disclose any current or former City employee, official or volunteer that is working or assisting on solicitation of City business or on completion of an awarded contract.

10.22.3 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.

10.22.4 No Conflict of Interest. The 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.

10.23 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.

10.24 Background Checks. The City may require background/criminal checks of the Proposer’s employees and subcontractors assigned to performing services. The City will collect the pertinent information directly from the individual. The entity conducting the background check will be selected by the City. The Consultant will reimburse the City for the cost of the background check. The estimated cost is under $150.00 per individual.

1. **Proposal Submittal**

11.1 Binding and Number of Copies: The Proposer must submit six hardcopy sets of all proposal documents; one set clearly marked original and five sets clearly marked copy. The original and copies shall be in 3-ring binders. Submit one copy of the requested documents on disk using a .pdf format.

11.2 Format and Organization: The Proposer shall complete and submit following documents in its proposal. The City provided documents are Attachments to the RFP and are incorporated by reference.

1. Cover Letter: Submit a Cover Letter on the Proposer’s letterhead, signed by an individual authorized to legally commit the Proposer. The Cover Letter must designate the officer, employee, or agent who will be the Proposer’s contact for all communications regarding its proposal. The following information for this individual shall be provided:
\*Name
\*Title
\*Firm’s Name
\*Mailing Address
\*Office Telephone Number
\*Mobile Telephone Number
\*Email Address
2. Legal Name. Submit a certificate, copy of web-page, or other documentation from the Secretary of State in which the firm is incorporated that shows the firm’s legal name. Many firms use a “Doing Business As” name or a nickname in their daily business. However, the City requires the legal name of the firm as it is legally registered. When preparing all forms, use the firm’s legal name.
3. Consultant Questionnaire.
4. Minimum Qualifications Response Form.
5. Written and Financial Proposal Form.
6. Contract modifications, if any.

11.3 Delivery of Proposals: Sealed proposals must be received at the Department of Information Technology no later than the date and time listed in Section 1.0.

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| **Fed Ex & Hand Delivery - Physical Address** | **US Post Office - Mailing Address** |
| Ann Kelson, IT Contracting ManagerDepartment of Information Technology700 Fifth Avenue #2700Seattle, Washington, 98104 | Ann Kelson, IT Contracting ManagerDepartment of Information TechnologySeattle Municipal TowerP.O. Box 94709Seattle, Washington, 98124-4709 |

The City shall not consider proposals submitted by facsimile (fax) or email.

 Proposers are solely responsible for ensuring that proposals are delivered on time. Delays caused by any delivery service, including the U.S. Postal Service, will not be grounds for an extension of the deadline for receipt of proposals. At the City’s sole discretion, a proposal received after the deadline may be returned to the Proposer, may be declared non-responsive and may not subject to evaluation.

**12.0 Selection, and Award**

12.1 Selection Process

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.

Step 2 Proposal Evaluation: The Evaluation Team will review responses to the Minimum Qualifications. Those proposals found to meet the minimum qualifications will be evaluated using the criteria specified below.

 Evaluation Criteria:

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| Response to Written Proposal Questions  | 100 points |
| Response to Financial Proposal | 50 points |

Step 3 References: The City may contact one or more 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.

Step 4 Selection: The City may select the highest ranked Proposer for award.

 Step 5 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.

 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.

12.2 Award and Contract Execution.

12.2.1 Notice to all Proposers: The IT Contracting Manager will provide timely notice of an intent to award to all Consultants responding to the Solicitation.

12.2.2 Protests: The City has rules to govern the rights and obligations of interested parties that desire to submit a complaint or protest to this process. Please see the City website at <http://www.seattle.gov/contracting>. Interested parties have the obligation to know of and understand these rules, and to seek clarification from the City. Note there are time limits on protests, and submitters have final responsibility to learn of results in sufficient time for such protests to be filed in a timely manner.

12.2.3 Instructions to the Apparent Successful Consultant: The Apparent Successful Consultant will receive an Intent to Award Letter after award decisions are made by the City.

Once the City has finalized and issued the contract for signature, the Consultant must execute the contract and provide all requested documents within ten business days. If the Consultant fails to execute the contract with all documents within the ten 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.

The Apparent Successful Consultant should anticipate submitting the following information:

* Seattle Business License Number
* State of Washington Business License Number (UBI Number)
* Certificate of Insurance
* IRS W-9 Form
* Grant Program Assurances (see Attachments to draft contract)

Also in advance of the provision of services, the City may, as deemed appropriate by the City, conduct Background Checks.