

|  |
| --- |
| **City of Seattle**  **Department of Information Technology**  **Request for Proposals #DIT 130067**  **Public Regional Information Security Event Management (PRISEM) System**  **Information Technology Research and Development Project**  **For Visualization and Analysis of Cyber Attack Traffic** |

**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>

|  |  |
| --- | --- |
| RFP Release | May 1, 2013 |
| Deadline for Proposer Questions | May 10, 2013 |
| Deadline for City Answers | May 13, 2013, by 5:00 p.m. PT |
| Written Proposals Due to the City | May 20, 2013, by 4:30 p.m. PT  See RFP Section 11 for Delivery Information |
| Reference Checks conducted by City | May 21 and 22, 2013 |
| Announcement of Successful Proposer | May 23, 2013 by 5:00 p.m. PT |
| Anticipated Negotiation Start Date | May 29, 2013 |
| Agreement Execution by Consultant | June 5, 2013 |
| Agreement Execution by City | June 6, 2013 |
| Commence Services | June 10, 2013 |

**2.0 City Contact.**

Ann Kelson, IT Contracting Manager

[ann.kelson@seattle.gov](mailto: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 RFP is to enter into a firm fixed price agreement with a qualified Consultant to provide information technology research and development services for the Public Regional Information Security Event Management (PRISEM) System. The Consultant will perform research and development for visualization and analysis of cyber attack traffic for the PRISEM data source.

**4.0** **Period of Performance:** It is estimated that PRISEM R&D Project will commence on June 10, 2013. Substantial completion must occur by December 31, 2013. Full completion must occur by January 31, 2014.

**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 federal Port Security Program. One of the purposes of the grant is to fund consultant services for research and development for visualization and analysis of cyber attack traffic for the PRISEM data source. The consultant services will also include working with the Cooperative Research & Development Agreement (CRADA) for escalating significant regional cyber events to the Federal level through US-CERT and National Cyber Coordination and Integration Center. This project is referred to as ‘PRISEM Research and Development Project.’ All fifteen provisioned jurisdictions participating in this PRISEM Research and Development Project are located in Western Washington.

**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.** The Consultant shall perform the following and provide the associated deliverables at a firm fixed price.

7.1 Develop and Implement Specialized Views: The Consultant shall research US-CERT requirements and current vulnerability trends applicable to log collection. For fifteen provisioned jurisdictions, the Consultant shall assist the City in developing new capabilities list for specialized views of log collection services. Log collection services must meet Nitro Collector specifications. The Consultant will implement the specialized views of the log collection services. The Consultant will research and document prior code development as well as all design and configuration changes. The Consultant shall activate Nitro Portal following established data model and project team requirements. Portal functional features will be the same in Nitro Portal, SOD Portal, and any other portals as determined by the City.

This deliverable will be considered complete upon the City’s acceptance of reports from four specified provisioned jurisdictions that “limiting log data” is verified within specialized views.

7.2 Develop and Implement of Cross-Organizational Correlation Analysis: The Consultant shall research US-CERT requirements and current vulnerability trends applicable to cross-organizational correlation analysis. The Consultant shall develop and implement cross-organizational correlation analysis for fifteen provisioned jurisdictions. The analysis will show comparative effects of specific attack activity across the provisioned jurisdictions, including length of time that attacks have been witnessed and the relationship to known attacker tools/tactics/procedures (TTPs). These reports shall be anonymized per individual site and shall identify all data or only the site ID, or only the activity that involves a PRISEM site. The Consultant will document all design and configuration changes in order to provide this cross-organizational correlation. The Consultant will work with the project technical team to ensure system requirements regarding correlation analysis are completed.

This deliverable will be considered complete upon the City’s acceptance of three successful tests of cyber alerts being received by fifteen provisioned jurisdictions. The alerts shall include:

1) event observed

2) link to the length of time across participants of event occurrence

3) other activity by same service address within ranges of all participants

7.3 Implement Hardware Capacity Changes: **The provision of hardware is not in scope of this RFP.** The Consultant will assist the City in establishing standard maintenance outage and testing windows (e.g., for system patching, network device changes, and hardware upgrades). The Consultant shall establish emergency outage notification communications procedures to fifteen provisioned jurisdictions. The Consultant will plan and execute a hardware upgrade and perform service migration onto new hardware. This upgrade will increase capacity to support four provisioned jurisdictions. It will also reallocate the old hardware to provide a separate development/testing environment for enhancements. The Consultant will develop support requirements for hardware upgrade including responsibility for service requirements to extend the warranty on system components. The Consultant will create a tool set during hardware implementation that provides for consolidation of all databases into a single database.  
  
This deliverable will be considered complete upon the City’s acceptance of:

1) Successful testing and verified completion of the migration of full PRISEM databases to new hardware   
  
2) Verification that database consolidation is functional and operational

7.4 Integrate CIF and NetFlow Botnets Detection System: The Consultant shall develop and implement code within PRISEM that provides integration with CIF and NetFlow Botnets Detection system. This includes exporting alerts from the Nitro Threat Center into CIF, and enriching Threat Center alerts to include contextual historical data from within CIF. Consultant must meet system requirements for command line capabilities within Nitro Portal and SOD Portal.

This deliverable will be considered complete upon three successful tests of data integration results of CIF queries with PRISEM alert data.

7.5 Automate 2-way alert security traffic with Federal agency –US-CERT: The Consultant shall research US-CERT requirements and current vulnerability trends applicable to 2-way alert security traffic. The Consultant shall develop code and implement 2-way alerts for selected security traffic between PRISEM and US-CERT. The Consultant shall provide related documentation and procedures for fifteen provisioned jurisdictions. The Consultant shall develop event taxonomy for PRISEM operational framework.  
  
This deliverable will be considered complete when:

1. Five test alerts are successfully received by US-CERT Verification verifying that database consolidation is functional and operational
2. Five Indicators of compromise (IOCs) are assimilated from US-CERT by PRISEM data source
3. The STIX protocol for Information Exchange is verified as a successful operation (the level of escalation is in compliance)

**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. 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 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 addendums, 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 the Addenda were received and incorporated. At the sole discretion of the IT Contracting Manager, the submittal may reject the submittal if it does not fully incorporate an Addendum.

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](mailto: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 a 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 process and it terminated within 90 days, the City, as its option, may return to the solicitation process to award the contract to the next highest ranked responsive Consultant. The City may exercise this option with the next award.

10.8 Negotiations. The City may open discussions with the apparent successful Proposer, to negotiate costs and modifications to the proposal or the contract, 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 will not be liable for any costs incurred by the Proposer to prepare, submit and present proposals, interviews and/or demonstrations.

10.11 Readability. Proposers are advised that the City’s ability to evaluate proposals depends on the Proposer’s submittal document, including organization, level of detail, comprehensive material and readable.

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, prior to the closing date and time. After the closing date and time, the submittal may be withdrawn only with permission by the City.

10.15 Rejection of Proposals. The City reserves the right to reject any or all proposals with no penalty. The City also has the right to 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, shall be 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.

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 City 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.

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”. The City requires Proposers to submit an Inclusion Plan for including WMBE firms in the performance of the contract. The Inclusion Plan becomes a material part of the contract. The Inclusion Plan must be responsive in the opinion of the City, which means a meaningful and successful search and commitment to include WMBE firms for subcontracting work. The City reserves the right to improve the Inclusion Plan with the apparent successful Proposer prior to contact execution. Proposers should use selection methods and strategies that are sufficiently effective for successful WMBE participation. At the City’s request, the successful Proposer must furnish evidence such as copies of agreement with WMBE subcontractors either before contract execution or during contract performance. The Consultant must request written approval for changes to the Inclusion Plan once it is agreed upon. This includes changes to goals, subconsultant awards, and efforts.

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 or via email: (Executive Director, Wayne Barnett, 206-684-8577, [wayne.barnett@seattle.gov](mailto:wayne.barnett@seattle.gov) or staff members Kate Flack, [kate.flack@seattle.gov](mailto:kate.flack@seattle.gov) and Mardie Holden, mardie.holden@seattle.gov).

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 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. Consultant Inclusion Plan
7. 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.

|  |  |
| --- | --- |
| **Fed Ex & Hand Delivery - Physical Address** | **US Post Office - Mailing Address** |
| Ann Kelson, IT Contracting Manager  Department of Information Technology  700 Fifth Avenue #2700  Seattle, Washington, 98104 | Ann Kelson, IT Contracting Manager  Department of Information Technology  Seattle Municipal Tower  P.O. Box 94709  Seattle, 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:

|  |  |
| --- | --- |
| Response to Written Proposal Questions | 100 points |
| Response to Financial Proposal | 50 points |
| Response to Consultant Inclusion Plan | 15 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
* Marine Exchange of Puget Sound Port Security 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.