



City of Seattle

Request for Proposal
RFP No. FAS-3022
TITLE: Bank Depository Services

Closing Date & Time: August 8, 2012 @ 4:00 pm

Schedule of Events	Date
RFP Release	June 29, 2012
Optional Pre-Proposal Conference	July 13, 2012 @ 9:30 am
Deadline for Questions	July 18, 2012 @ 2:00 pm
Sealed Proposals Due to the City	August 8, 2012 @ 4:00 pm
RFP Interviews/Demonstration	*Week of August 27, 2012
Announcement of Successful Proposer(s)	*Week of September 10, 2012
Contract Award and Start Date	*Week of October 22, 2012

***ESTIMATE**

The City reserves the right to modify this schedule at the City's discretion. Notification of changes in the response due date would be posted on the City website or as otherwise stated herein.

Mark the outside of your mailing envelope with RFP # "FAS-3022".

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

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

Carmalinda Vargas
City of Seattle Purchasing Services
PO Box 94687
Seattle, WA 98124-4687

If delivered by a courier, overnight delivery or other service, address to

Carmalinda Vargas
City Purchasing
Seattle Municipal Tower
700 5th Ave., #4112
Seattle, WA 98104-5042

1. BACKGROUND AND PURPOSE.

By responding to this Request for Proposal (RFP), Proposer agrees that s/he has read and understands all documents within this RFP package.

Purpose:

The City of Seattle, acting by and through its Department of Finance and Administrative Form is seeking proposals for banking services. The scope of services includes, but is not limited to the following depository services: The vendor selected through this RFP will be the primary depositor for the City of Seattle.

- depository services,
- vault services,
- return item processing,
- transaction research,
- daily and monthly reporting by both paper and electronic methods,
- ACH processing,
- wire processing,
- check processing,
- account reconciliation and maintenance,
- same day availability of funds, and
- other banking services as needed.

The City has a strong desire to develop long lasting relationships with financial institutions that display a core commitment to community support through affordable housing programs, economic development, non-profit organization support, small businesses, and job creation programs. The City encourages financial institutions to partner with local businesses, non-profit organizations, smaller financial institutions, Bank on Seattle-King County, and the Seattle-King County Asset Building Collaborative to meet the objectives of this RFP.

In November 2011, the City Council passed resolution 31337 committing to specific steps to try and diminish economic disparity and its impact on local government and Seattle. Those steps include a review of the City's banking and investment practices to ensure that public funds are invested in responsible financial institutions that support our community

Single Award: With this solicitation, the City intends to award one contract and does not anticipate award to multiple companies.

Contract Term: This contract shall be for five years, with five one-year extensions allowed at the option of the City. Such extensions shall be automatic, and shall go into effect without written confirmation, unless the City provides advance notice of the intention to not renew. The Vendor may also provide a notice to not extend, but must provide such notice at least 45 days prior to the otherwise automatic renewal date.

Background:

The City of Seattle serves a diverse metropolitan population with many complex and far reaching business operations. Seattle is the largest city in the northwestern United States with an estimated population of 612,100 in 2011.

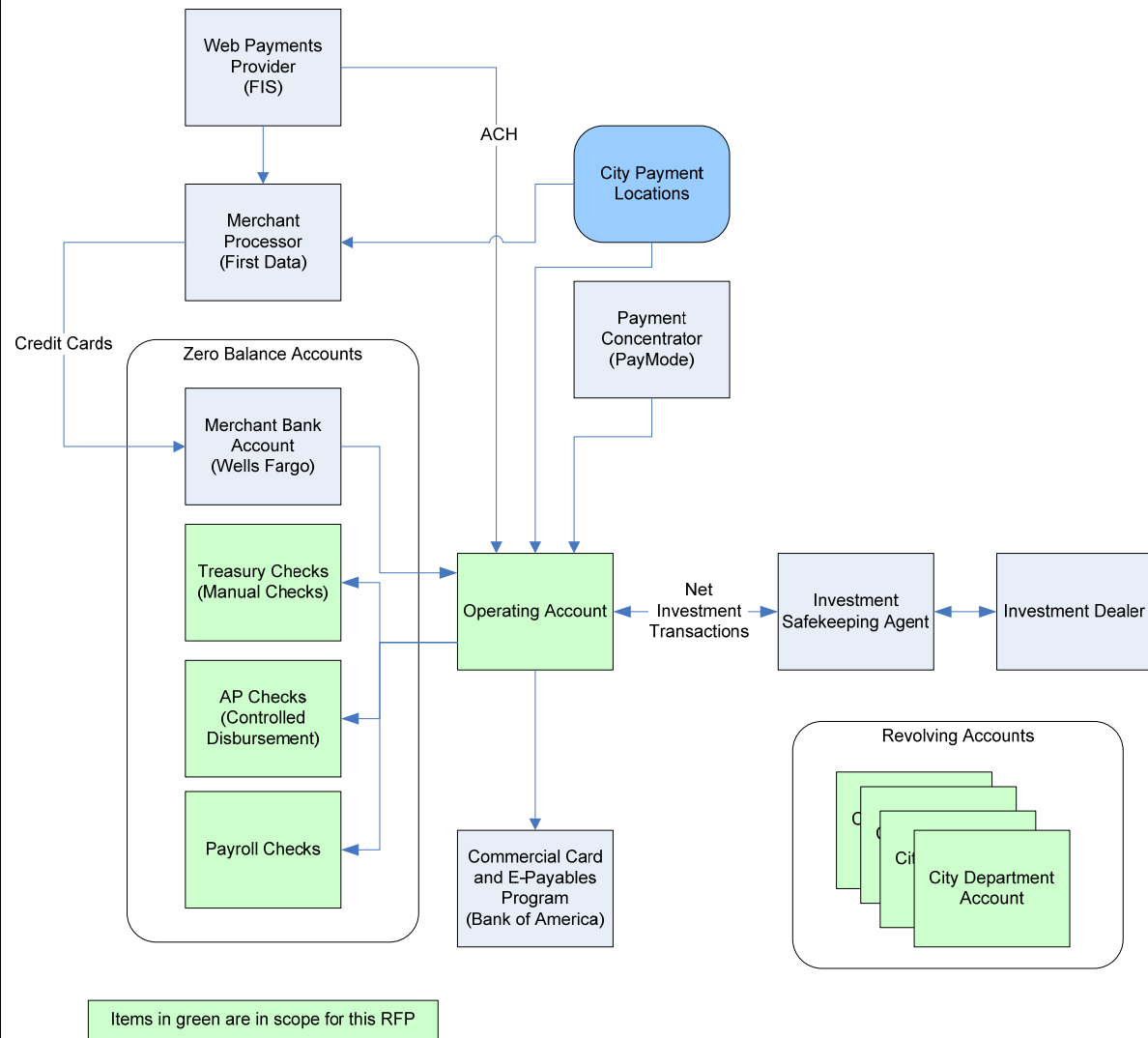
The City deposited over \$3 billion through its operating account during the year 2011. The City's average bi-weekly payroll is approximately \$30 million, of which over 90% is direct deposits to the employees' bank accounts. Employees not enrolled in direct deposit receive paper checks. Payroll is processed bi-weekly for just under 12,000 employees. Retirement is processed on the 1st and 15th for approximately 7,000 retirees. In 2011, the City issued over 150,000 Accounts Payable checks and 2,000 wires for \$850 million and \$2 billion respectively. The City issues AP checks daily

The City of Seattle currently uses the following demand accounts:

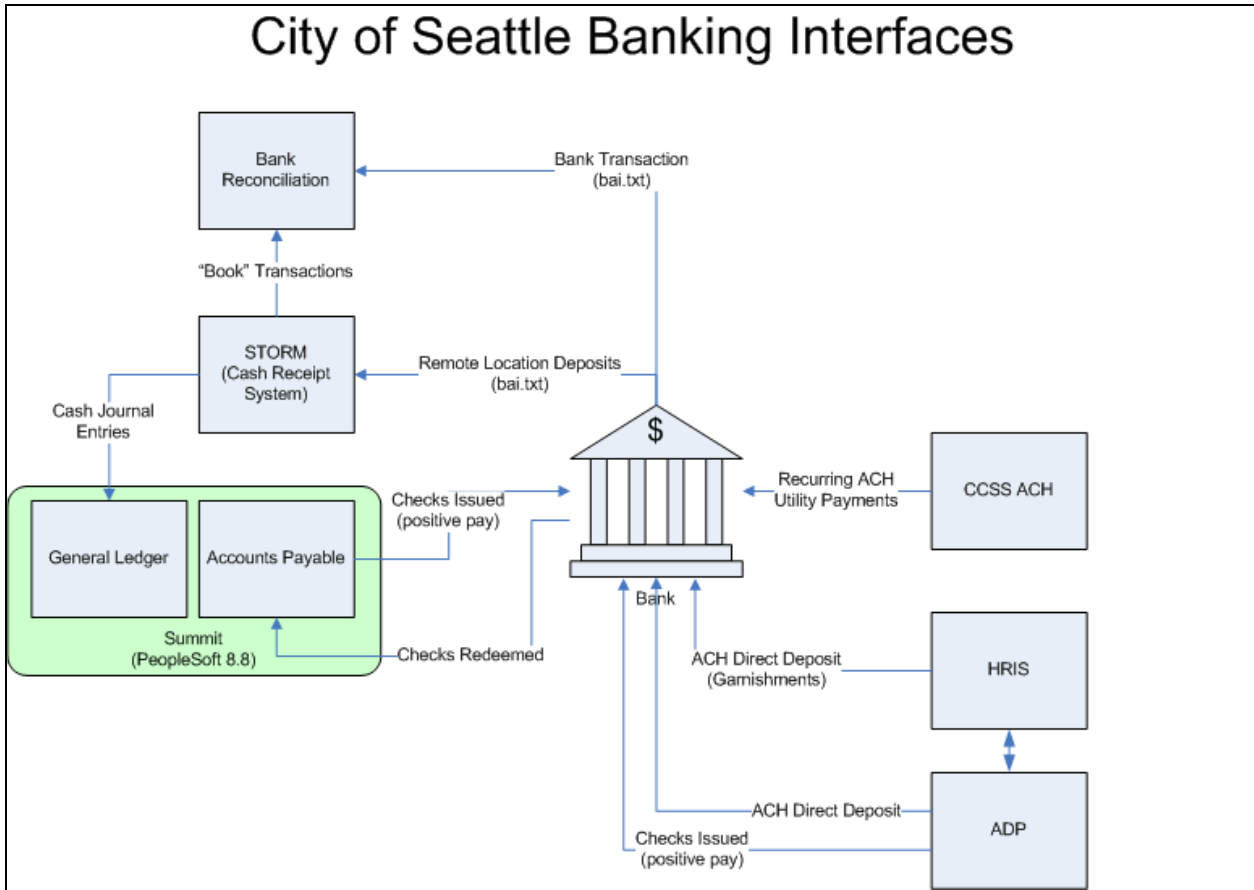
- Primary Operating Concentration Account
- Payroll Checks (zero balance)
- Accounts Payable Checks (controlled disbursement)
- Small number of zero balance accounts used to segregate transactions (for example, credit card activity)
- Approximately 29 department revolving fund accounts used for refunds, rebates, and other miscellaneous reimbursements.

The charts below illustrate the City's current banking structure.

City of Seattle Banking Structure



City of Seattle Banking Interfaces



Treasury Operations handles an in-house retail lockbox operation, the issuance of checks and E-payable transactions (payments to AP vendors using a credit card) and the collection of parking meter receipts. The lockbox supports payments to Municipal Court, Business License Renewal, Business and Occupation Taxes, Animal Shelter, Seattle City Light (SCL) and Seattle Public Utilities (SPU): including Water, Solid Waste, Drainage and Wastewater. Checks from the lockbox are sorted, encoded and deposited on a daily basis. The lockbox process includes downloading SCL and SPU payment files from a payment concentrator (payments made through other (non-City) bank or payment channels).

Warrant Issuance prints and/or distributes all accounts payable checks (a small number of payments are paid by commercial card). Additionally, the City's financial system (PeopleSoft 8.8) loads daily checks redeemed from a bank file.

The City uses ADP for payroll processing. Employee payroll is bi-weekly; retirement checks are issued on the 1st and 15th of the month. ADP creates and sends the ACH direct deposit and positive pay files to the bank. ADP also prints payroll checks for employees/retirees not enrolled in direct deposit. The City does not currently have a payment card program for payroll.

The Parking Meter Collectors use pushcarts with removable locked canisters for the collection of meter coins. Currently the filled canisters are transported periodically throughout the day to a secured facility to be weighed by bank personnel. An estimated deposit to the City's account is calculated from the weighed coins. Adjustments, if needed, to the estimated deposit are made after the counting process.

Treasury Operations handles Banking Relations, including this Depository Services Agreement, the Citywide Cashier function, Treasury Accounting, Collections, Special Assessment Administration, Commercial Cards, E-Payables, and Electronic Commerce Applications. The Cashiers serve both walk-in and internal departmental customers. The Seattle Treasury Operations Revenue Management (STORM) system is the central system recording all movement of funds throughout the City and posts to the General Ledger Accounting (Summit) system. The Cashiers initiate and control all City money that is moved electronically.

Treasury Accounting is responsible for the reconciliation of the bank statement and the reconciliation of the STORM System with the Bank. The City has created a custom reconciliation application that relies on information being supplied daily in a BAI file. Treasury Accounting monitors and corrects all bank debit and credit notices as well as researches any discrepancies.

A PC based ACH application allows for ACH credits and debits to be administered along with a ACH Debit program for the City's utility customers. The City currently has about 10,000 Seattle City Light and 6,000 Seattle Public Utility accounts utilizing the Automated Clearing House (ACH) Direct Debit program.

In addition to the downtown municipal core, there are approximately 100 walk-in City locations that accept cash, check, credit card and debit card transactions for the City of Seattle. Most locations deposit cash and checks at nearest bank branch or use a courier service. Deposit slips are encoded with a number to identify the location making the deposit, this code is then used to automatically book the deposit to the City's cash receipting system via a downloaded BAI file. Credit and debit card deposits also use numeric codes to identify the location and automatically book the deposit.

The spreadsheet below contains a listing of libraries, pools, golf courses, community centers, neighborhood service centers that may accept payments and make branch deposits. This listing is intended to be illustrative and not an inclusive listing of all payment locations.



CityPaymentLocation
s.xls

You may also view this data mapped at:

<https://data.seattle.gov/Community/CityPaymentLocations/ivim-wmxd>

Several City departments accept web and IVR, ACH, credit card, and debit card payments through a 3rd party electronic payment provider. Municipal Courts accepts Web and IVR ACH, credit card, and debit card payments through an application supported by the City's Department of Information Technology (DIT). Electronic payment processing is not included in this RFP.

Treasury operations also manages the City's commercial card and E-payables programs. Commercial cards, merchant services, and E-payables are not included in this RFP.

Investments

The City of Seattle operates an in-house investment portfolio averaging approximately \$1.2 billion. The City custodial and securities lending programs are not a part of this RFP. Securities transactions are netted on a daily basis with a single receipt/disbursement wire between the Safekeeping Agent and the City's Depository Bank.

It is the City's intent to be fully invested. Any funds remaining in the operating account are automatically swept into overnight investments.

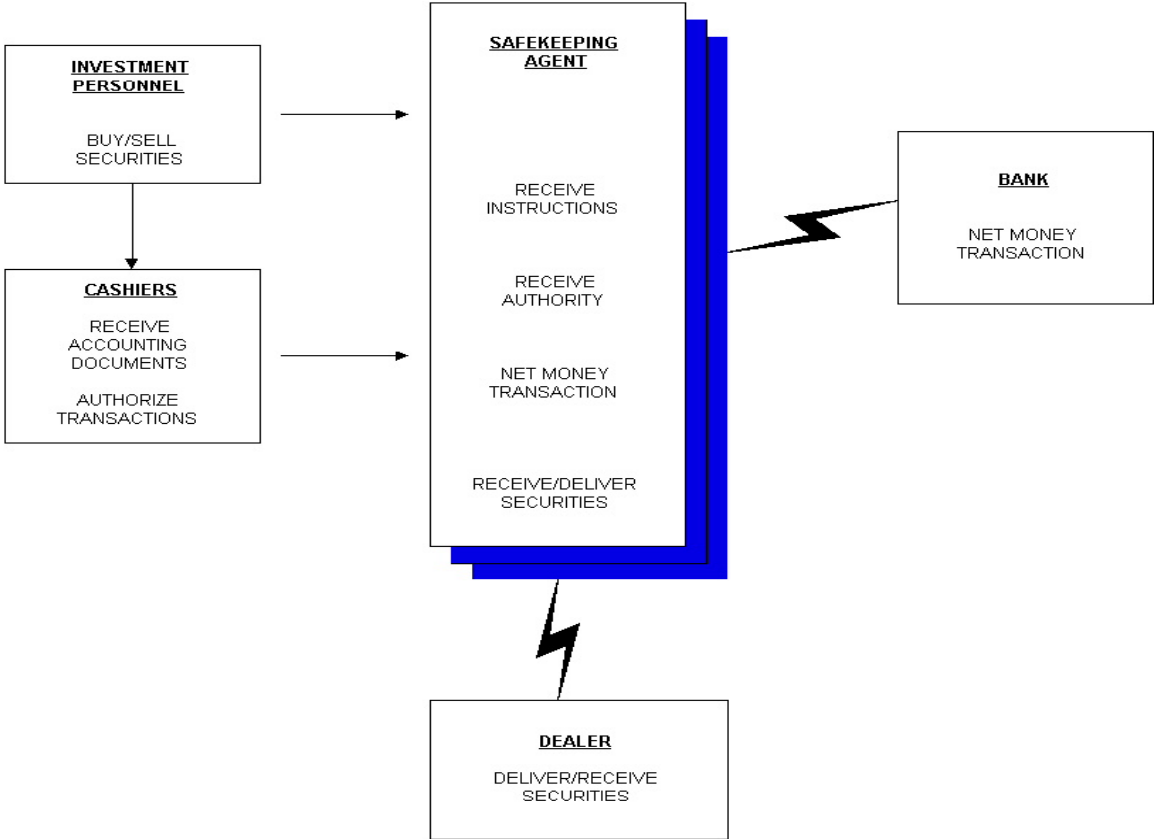
The City's investment policy is at: <http://www.seattle.gov/executiveadministration/invpol.htm>

Investment Transactions

The City buys sells and has securities maturing virtually every business day of the year. The procedure is as follows:

- City investment personnel buy or sell securities
- Accounting documents are prepared
- Safekeeping Agent is notified
- Accounting documents are delivered to Cashiers
- Cashiers authorize Safekeeping Agent to settle transaction
- Investment personnel verify net transfer of funds to/from Safekeeping Agent from/to Bank

FLOWCHART FOR INVESTMENT TRANSACTIONS



2. MINIMUM QUALIFICATIONS.

The following are minimum qualifications and licensing requirements that the Vendor must meet in order to be eligible to submit a RFP response. Responses provide sufficient information including documentation to clearly show compliance to these minimum qualifications. If the City cannot determine Financial Institution's responsiveness to the minimum qualifications, the City will reject Vendor's proposal without further consideration:

- 2.1 The Financial Institution shall have a minimum of 10 years experience as an Originating Depository Financial Institution (ODFI).
- 2.2 The Financial Institution shall conform to National Automated Clearing House Association (NACHA) rules.
- 2.3 The Financial Institution shall have legal authority to offer banking services by charter from either the US Government or the State of Washington.
- 2.4 The Financial Institution must be insured by the Federal Deposit Insurance Corporation (FDIC).
- 2.5 The Financial Institution shall have a main branch within the corporate limits of the City of Seattle, Washington capable of providing all banking services required in this proposal. Ancillary services, such as messenger service, coin counting, etc., may be provided by approved subcontract.
- 2.6 The Financial Institution shall have a total capital structure of at least \$450 million, (as calculated by the Washington Public Deposit Protection Commission), be able to support a deposit by the City in amounts up to \$450 million, and daylight overdrafts up to \$120 million. Proposing financial institutions must, at the time of submittal of a proposal, be in compliance with all applicable laws, rules, regulations, and ordinances of the City of Seattle, the State of Washington, and the United States, including the Washington State Public Deposit Protection Act (RCW 39.58).
- 2.7 Each proposal must include the bank's latest public depositor's consolidated report of condition filed with the Washington Public Deposit Protection Commission as evidence of its ability to meet the capital structure requirements stated above.
- 2.8 The Financial Institution shall provide same day availability of deposited funds to the City of Seattle.
- 2.9 The Financial Institution shall have a rating of "Outstanding" on its most recent Community Reinvestment Act review by the Office of the US Comptroller of the Currency or the US Federal Reserve Bank. This rating would be provided by the agency of jurisdiction.

3. LICENSING AND BUSINESS TAX REQUIREMENTS.

This solicitation and resultant contract may require additional licensing as listed below. The Vendor needs to meet all licensing requirements that apply to their business immediately after contract award or the City may reject the Vendor.

Companies must license, report and pay revenue taxes for the Washington State business License (UBI#) and Seattle Business License, if they are required to hold such a license by the laws of those jurisdictions. The Vendor should carefully consider those costs prior to submitting their offer, as the City will not separately pay or reimburse those costs to the Vendor.

Seattle Business Licensing and associated taxes.

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 that you have physical presence, such as: a building/facility located in Seattle, you make sales trips into Seattle, your own company drives into Seattle for product deliveries, and/or you conduct service work in Seattle (repair, installation, service, maintenance work, on-site consulting, etc).
3. We provide a Vendor Questionnaire Form in our submittal package items later in this RFP, and it will ask you to specify if you have “physical nexus”.
4. All costs for any licenses, permits and Seattle Business License taxes owed shall be borne by the Vendor and not charged separately to the City.
5. The apparent successful Vendor must immediately obtain the license and ensure all City taxes are current, unless exempted by City Code due to reasons such as no physical nexus. Failure to do so will result in rejection of the bid/proposal.
6. Self-Filing You can pay your license and taxes on-line using a credit card <https://dea.seattle.gov/self/>
7. 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, or call RCP staff for assistance (Anna Pedroso at 206-615-1611, Wendy Valadez at 206-684-8509 or Brenda Strickland at 206 684-8404).
8. The licensing website is <http://www.seattle.gov/rca/taxes/taxmain.htm>.
9. The City of Seattle website allows you to apply and pay on-line with a Credit Card if you choose.
10. If a business has extraordinary balances due on their account that would cause undue hardship to the business, the business can contact our office to request additional assistance. A cover-sheet providing further explanation, along with the application and instructions for a Seattle Business License is provided below for your convenience.
11. Please note that those holding a City of Seattle Business license may be required to report and pay revenue taxes to the City. Such costs should be carefully considered by the Vendor prior to submitting your offer. When allowed by City ordinance, the City will have the right to retain amounts due at the conclusion of a contract by withholding from final invoice payments.



2011 Business
License Application In



BL App.pdf

State Business Licensing and associated taxes.

Before the contract is signed, you must have a State of Washington business license (a State “Unified Business Identifier” known as a UBI#). If the State of Washington has exempted your business from State licensing (for example, some foreign companies are exempt and in some cases,

the State waives licensing because the company does not have a physical presence in the State), then submit proof of that exemption to the City. All costs for any licenses, permits and associated tax payments due to the State as a result of licensing shall be borne by the Vendor and not charged separately to the City. Instructions and applications are at <http://www.dol.wa.gov/business/file.html>.

4. STATEMENT OF WORK.

The City of Seattle seeks a comprehensive solution for the general banking services described below.

4.1 Depository and Vault Services

4.1.1 The Bank must provide depository services including

- Night drop,
- Vault,
- Branch Deposits,
- Branch services,
- Check processing of both encoded and non-encoded items, and
- Coin and currency purchasing

4.1.2 The Bank must support deposit tickets with auxiliary MICR field for our location code and/transaction information. The location code must be included in the BAI file.

4.1.3 The Bank must provide the ability to accept delivery of our multiple day parking meter coin deposit at a counting facility or downtown bank facility. This service may be performed by a subcontractor managed by the bank.

4.2 Returned Item Processing

4.2.1 The bank must have the ability to automatically redeposit returned items

4.2.2 The bank must provide copies or images of all redeposited returned items to the City Treasurer.

4.3 Transaction Research

4.3.1 The bank must provide documentation with deposit correction adjustments.

4.4 Wire Transfer Services

The Bank must maintain wire transfer facilities to the Federal Reserve Bank with the ability to:

4.4.1 Provide Internet capability to initiate outgoing transfers and receive data on incoming wire transfers in a secured environment.

4.4.2 Provide dual control of wire setup of one-time wires and creation of repetitive templates.

- 4.4.3 Provide a reliable backup in the event of computer system problems or other unexpected events.
- 4.4.4 Assure that, except in cases of wire service malfunction or receiving bank system failure, outgoing wires sent pursuant to timely and correct wire instructions by the City Treasury are received by close of business at the wire destination. The Bank must specify on the Proposal/Pricing Form the latest time of day or times of day when it can receive wiring instructions and assure that wires are received by the close of business at the wire destination.
- 4.4.5 Credit incoming wire to the City as of the date the Bank receives credit.
- 4.4.6 Initiate wire transfers even in the event that such transfers might cause a daylight overdraft.
- 4.4.7 Support priority wire transfers requiring special handling and immediate release, for example, wires received by a certain time of day.
- 4.4.8 Support international wire transfers

4.5 ACH

- 4.5.1 The Bank will provide the ability to securely transfer funds via the Automated Clearing House (ACH). The City's ACH file transfers include:
 - Daily Accounts Payable ACH payments
 - Daily Utility Billing ACH Debit
 - Payroll direct deposits
 - Daily customer payments from the City's e-payment vendor for
 - Seattle City Light billing,
 - Seattle Public Utilities billing,
 - Business Tax payments,
 - Business License renewals and applications, and
 - Animal shelter licenses.
- 4.5.2 The Bank will provide a report that includes detailed addenda records related to ACH debits and credits.
- 4.5.3 The Bank must guarantee the settlement time for all ACH files, including direct deposit to employee accounts
- 4.5.4 The bank must provide edit capabilities such as dollar limit tests and duplicate file checks.
- 4.5.5 The bank will provide the ACH fraud controls including the ability to set and provide filters.

4.6 Availability of funds

- 4.6.1 The bank must provide same day availability of funds drawn of 12th Federal District banks that are deposited by a specified cut off period.
- 4.6.2 The Bank must include on the proposal the latest time that deposits will be accepted at its operations center and branches for same day credit.

4.7 Monthly Statements and Account Analysis

- 4.7.1 The Bank must provide a monthly bank statement with documentation supporting all entries on the statement. The statement must list all activity for all accounts. The bank must provide a separate statement for each account with a summary for all accounts.
- 4.7.2 The Bank must provide the City with an account analysis within 20 days after the end of the month. The analysis must detail all activity levels and charges for all accounts covered by this Contract. Any activity information that is not part of the Proposing Financial Institution's standard account analysis, e.g. balance reporting charges and ACH activity, must be provided in a supplemental report format. The account analysis must be presented in a hard copy report format as well as online, downloadable in an Excel spreadsheet format.
- 4.7.3 The monthly account analysis must include a consolidated report summary that shows the total activity levels and charges for all City bank accounts. The Bank must provide sufficient details (such as item counts, rates, etc.) for all activity charges and the City will make the sole determination of whether adequate information has been provided.
- 4.7.4 The City Treasurer, City Auditor and State Auditor and representatives and third parties authorized by the City Treasurer, City Auditor and State Auditor, must have the right to examine any records that support the monthly analysis.

4.8 Online Banking Services

- 4.8.1 The Bank must provide online banking services for reporting, transaction, processing, and internal controls. Reports must be available online and downloadable in PDF and Excel format.
- 4.8.2 The City must be able to execute the following transactions on-line:
 - 4.8.2.1 Transfers between accounts
 - 4.8.2.2 Initiation of wire transfers
 - 4.8.2.3 Initiation of stop payment, cancel, and void orders
 - 4.8.2.4 Positive pay actions
 - 4.8.2.5 Maintenance of wire and ACH transfer templates
- 4.8.3 The online banking web site must include the following internal controls:
 - 4.8.3.1 Online check information and images
 - 4.8.3.2 Multi-level security administration
 - 4.8.3.3 State of the art authentication such as dynamic tokens.
 - 4.8.3.4 Positive pay reports (including imaging of exception items)
 - 4.8.3.5 Training of the City's system administrator for managing access.
 - 4.8.3.6 ACH fraud filters
- 4.8.4 The Bank must provide training for on-line services at implementation and ongoing for new users and to support new products, product enhancements, and upgrades.

4.8.5 The Bank must provide the ability for the City to receive banking information (such as controlled disbursement amounts) in an alternative format if online services are not available.

4.9 Record Retention

4.9.1 The Bank must retain all records related to the performance of this Contract for the period required by law. The City and representatives and third parties authorized by the City Treasurer shall have the right to examine these records during this period.

4.10 Overdraft Processing

4.10.1 The Bank must provide a \$50 million line of credit, representing the estimated maximum amount of checks that can clear on a single day. In the event that the balance in the operating account remains negative at the end of the day, that balance will constitute a borrowing against this line-of-credit. RCW 43.09.2853 authorizes Cities to establish a line of credit.

4.10.2 The line-of-credit borrowing rate will be applied against the negative balance in the controlling check clearing account, which will correspond to the total checks cleared for all warrant accounts each day.

4.11 Controlled Disbursement Services

4.11.1 The Bank must report the amount of disbursements for Accounts Payable Checks that will be charged to the City's account.

4.12 Account Reconciliation Services

4.12.1 The Bank must create a daily file of checks redeemed to be imported to the City's financial system (PeopleSoft version 8.8). The file must include check number, issue date, redeem date, and redeem amount. The file must be retrievable via a secured process.

4.13 Positive Pay Services

4.13.1 The Bank must provide the ability for the City to upload check issue files that include the check number, issue date, payee name and address, and check amount for validation before the check is redeemed.

4.14 Stop Payment Services

4.14.1 The Bank must provide the ability for the City to stop, cancel or void checks by individual item number or range of items numbers.

4.14.2 The Bank must provide an alternative method for the City to stop, cancel or void checks in the event that online services are not available.

4.15 Image Processing

4.15.1 The Bank must provide front and back check detail in electronic format for the retention period required by law.

4.16 Sweep Investment Options

The City's investment policy is at: <http://www.seattle.gov/executiveadministration/invpol.htm>

4.16.1 The Bank must provide a nightly sweep into a repurchase agreement and the method for pricing as authorized by RCW 35.39 and 39.58.

4.17 Automated Teller Machine (ATM)

4.17.1 The vendor must provide a no fee ATM at City Hall and Seattle Municipal Tower.

4.18 Community Involvement

4.18.1 Proposing Financial Institutions should have a record of community involvement in all communities that represent the City of Seattle's constituents. This includes meeting with the community to discuss banking needs and offering accessible services to traditionally under-served populations as described in the Community Reinvestment Act (CRA).

4.18.2 Specifically, financial institutions must demonstrate an effort to invest in low- and moderate-income areas, as well as minority census tracts. The City will look favorably on financial institutions that offer a high volume of investment (in proportion to their total assets) to such neighborhoods and populations in the areas of: a) home lending; b) small business enterprise; and c) consumer credit. Bank partnerships with community organizations for the promotion of financial literacy, mortgage counseling, and other programs for economic improvement are also encouraged.

4.19 Customer Service

4.19.1 The Bank must provide a single point of contact for this contract.

4.19.2 The Bank must provide and maintain a current list of Bank personnel who will be available to answer questions or provide information pertaining to all services or related transactions. The list will be provided to the City within 30 days of the Contract award. The Bank will revise the list whenever any change of personnel occurs.

4.19.3 The Bank must provide technical customer support for software and communications issues.

4.19.4 The Bank must provide live customer service representation available no less than 6:00 AM PST to 6:00 PM PST.

4.20 Disaster Preparedness

4.20.1 The Bank must have a detailed disaster recovery plan that includes off-site recovery facilities and recovery procedures.

4.20.2 The Bank must support the City's disaster recovery plan that may include access to branch location for emergency operations and supporting the City's disaster exercises.

4.21 Implementation

4.21.1 The Bank will formulate an implementation plan and provide that plan to the City within 30 days of the award of contract.

4.22 Other Services

4.22.1 In response to this RFP, other services or innovative approaches which the Bank believes would be of benefit to the City may be proposed together with any associated charges and quantified monthly benefits to the City. The City, at their option, may accept a proposal for basic banking services only or for basic banking services plus any or all of these other services offered by the Bank.

No Guaranteed Utilization: The City does not guarantee utilization of this contract. The solicitation may provide estimates of utilization; such information is for the convenience of the Bank and does not serve as a guarantee of usage.

Expansion Clause: Any resultant contract may be expanded as allowed below. A modification may be considered per the criteria and procedures below, for any ongoing Blanket Contract that has not yet expired. Such modifications must be mutually agreed. The only person authorized to make such agreements on behalf of the City is the Buyer from the City Purchasing Division (Department of Finance and Administrative Services). No other City employee is authorized to make such written notices. Expansions must be issued in writing from the City Buyer in a formal notice. The Buyer will ensure the expansion meets the following criteria collectively: (a) it could not be separately bid, (b) the change is for a reasonable purpose, (c) the change was not reasonably known to either the City or vendors at time of bid or else was mentioned as a possibility in the bid (such as a change in environmental regulation or other law); (d) the change is not significant enough to be reasonably regarded as an independent body of work; (e) the change could not have attracted a different field of competition; and (f) the change does not vary the essential identity or main purpose of the contract. The Buyer shall make this determination, and may make exceptions for immaterial changes, emergency or sole source conditions, or for other situations as required in the opinion of the Buyer.

Note that certain changes are not considered an expansion of scope, including an increase in quantities ordered, the exercise of options and alternates in the bid, or ordering of work originally identified within the originating solicitation. If such changes are approved, changes are conducted as a written order issued by the City Purchasing Buyer in writing to the Vendor.

Trial Period and Right to Award to Next Low Vendor: A ninety (90) day trial period shall apply to contract(s) awarded as a result of this solicitation. During the trial period, the vendor(s) must perform in accordance with all terms and conditions of the contract. Failure to perform during this trial period may result in the immediate cancellation of the contract. In the event of dispute or discrepancy as to the acceptability of product or service, the City's decision shall prevail. The City agrees to pay only

for authorized orders received up to the date of termination. If the contract is terminated within the trial period, the City reserves the option to award the contract to the next low responsive Vendor by mutual agreement with such Vendor. Any new award will be for the remainder of the contract and will also be subject to this trial period.

Background Checks

The City may require background/criminal checks during the course of the contract for essential City purposes. The City does not intend to request background checks/verifications unless essential in the opinion of the City. Note that, in particular, Seattle City Light has regulatory requirements promulgated by organizations with jurisdiction over Seattle City Light, which require any contract worker that has access to certain locations/systems/data ("SCL Designated Access") to undergo a background/criminal check before that worker can have authorized cyber or authorized unescorted physical access to those locations/systems/data. The requirements apply to all Vendor workers and mandate an appropriate Personnel Risk Assessment and security awareness training as directed by Seattle City Light. See the City Contract (Terms and Conditions).

Fees: Fees shall be prepared with the following terms. Such changes (whether increases or decreases) may only be issued by the City Purchasing Buyer (Department of Finance and Administrative Services). No other individual or City Department is authorized to approve such modifications. Changes shall be issued in writing by the City Purchasing Buyer. Absent a written contract document, such changes shall not be considered effective. The Change Order shall not require joint signature, and implies concurrence unless the vendor rejects in writing immediately upon receipt of such a Change Order.

Requests for Fee Decreases: Requests that reduce fees charged to the City may be delivered to the City Purchasing Buyer at any time during the contract period. Such fee reductions should use the same structure as the original contract (i.e. fixed price, hourly rates, etc). The City may likewise initiate a request to the vendor for fee reductions, subject to mutual agreement of the vendor.

Requests for Fee Increases: Requests must be delivered to the City Purchasing Buyer in accordance to the rules below. No other employee may accept a fee increase request on behalf of the City.

Environmental Specifications

Paper and Paper Product Requirements: To promote and encourage environmentally sustainable practices for companies doing business with the City, the City requires that vendors under City contract use environmentally preferable products in production of City work products.

- The City desires the use of 100% PCF (post consumer recycled content, chlorine-free) paper to encourage environmentally preferable practices for City business. Such paper is available at City contract prices from Complete Office at 206-628-0059 or Keeney's Office Supplies. Note - Keeney's is a Women Owned Firm and may be noted on your Inclusion Plan.
- The City prohibits plastic and vinyl binders. The City prefers 100% recycled stock Binders. "Rebinders" are a product that fit this requirement and are available at City contract prices from Complete Office at 206-628-0059 or Keeney's Office Supplies at 425-285-0541. Please do not use binders or plastic folders, unless essential. Note - Keeney's is a Women Owned Firm and may be noted on your Inclusion Plan.

- Contractors are to duplex all materials that are prepared for the City under this Contract, whether such materials are printed or copied, except when impracticable to do so due to the nature of the product being produced. This directive is executed under the Mayor's Executive Order, issued February 13, 2005.

Delivery of Products and Services – Idling Prohibited: Vehicles and/or diesel fuel trucks shall not idle at the time and delivery location for more than five minutes. The City requires vendors to use practices to reduce fuel consumption and emission discharge, including turning off trucks and vehicles during delivery. Exceptions to this requirement include when a vehicle makes deliveries and associated power is necessary; when the engine provides power in another device, and if required for proper engine warm-up and cool-down. Examples include “bucket” trucks that allow workers to reach telephone wires or tree branches; and vehicles with a lift on the back to move products in and out of the truck. The City is committed to reduction of unnecessary fuel emissions and intends to improve air quality by reducing unnecessary air pollution from idling vehicles. Limiting car and truck idling supports cleaner air, healthier work environments, the efficient use of city resources, the public’s enjoyment of City properties and programs, conservation of natural resources, and good stewardship practices. A reference sheet regarding Anti-Idling is attached.



anti Idling Seattle
12-5-6.doc

5. INSTRUCTIONS AND INFORMATION.

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

Registration into City Registration System.

If you have not previously completed a one-time registration into the City of Seattle Registration system, we request that you register at this time at: <http://www2.seattle.gov/VendorRegistration/> . The Registration System is used by City staff to locate your contract(s) and identify companies for bid lists on future purchases. Bids are not rejected for failure to register, however, if you win a contract and have not registered, you will be required to place yourself, or you will be added into the system. Women and minority owned firms are asked to self-identify. If you need assistance, please call 206-684-0444.

Communications with the City.

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

Carmalinda Vargas
206-615-1123
Carmalinda.vargas@seattle.gov

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

Carmalinda Vargas
City of Seattle, City Purchasing
PO Box 94687
Seattle, WA 98124-4687

If delivered by a courier, overnight delivery or other service, address to

Carmalinda Vargas
City of Seattle, City Purchasing
Seattle Municipal Tower
700 5th Ave., #4112
Seattle, WA 98104-5042

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

Following the Proposal submittal deadline, Proposers shall continue to direct communications to only the City RFP Coordinator. The RFP Coordinator will send out information to responding companies as decisions are concluded.

Contact by a vendor regarding this acquisition with a City employee other than the RFP Coordinator or an individual specifically approved by the RFP Coordinator in writing, may be grounds for rejection of the vendor's proposal.

Pre-Proposal Conference

The City shall conduct an optional pre-proposal conference on the time and date provided in page 1, at the Seattle City Purchasing Office, 700 5th Avenue, Suite 4112, Seattle. Proposers are highly encouraged to attend but not required to attend in order to be eligible to submit a proposal. The purpose of the meeting is to answer questions potential Proposers may have regarding the solicitation document and to discuss and clarify any issues. This is an opportunity for Proposers to raise concerns regarding specifications, terms, conditions, and any requirements of this solicitation. Failure to raise concerns over any issues at this opportunity will be a consideration in any protest filed regarding such items that were known as of this pre-proposal conference.

Those unable to attend in person may participate via telephone. The Buyer will set up a conference bridge for Vendors interested in participating via conference call. Contact the Buyer at least two days in advance of the conference when requesting access by phone.

Questions

Questions are to be submitted to the Buyer no later than the date and time on page 1, in order to allow sufficient time for the City Buyer to consider the question before the bids or proposals are due. The City prefers such questions to be through e-mail directed to the City Buyer e-mail address. Failure to request clarification of any inadequacy, omission, or conflict will not relieve the vendor of any responsibilities under this solicitation or any subsequent contract. It is the responsibility of the interested Vendor to assure that they received responses to Questions if any are issued.

Changes to the RFP/Addenda

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

Bid Blog.

Our website has an option for those companies familiar with RSS Technology. You may opt to subscribe to an "RSS Feed" on our new Blog (titled "The Buy Line"). This is optional; it is for your convenience and recommended for those companies familiar with RSS technology. If you are not familiar and would like to learn, you may call the City Buyer for assistance. The RSS Feed technology provides alerts for updates, including addenda, or information that is posted on our blog for the solicitation you are interested in. <http://www.seattle.gov/purchasing>

Receiving Addenda and/or Question and Answers.

The City Buyer will make efforts to provide you notices, either through the RSS Feed or direction e-mail courtesy announcements, that changes or addendums have been posted on our website.

Notwithstanding efforts by the City to provide such notice to known vendors, it remains the obligation and responsibility of the Vendor to learn of any addendums, responses, or notices issued by the City. Such efforts by the City to provide notice or to make it available on the website do not relieve the Vendor from the sole obligation for learning of such material.

Note that some third-party services decide to independently post City of Seattle bids on their websites as well. The City does not, however, guarantee that such services have accurately provided bidders with all the information published by the City, particularly Addendums or changes to bid date/time.

All Bids sent to the City shall be considered compliant to all Addendums, with or without specific confirmation from the Bidder that the Addendum was received and incorporated. However, the Buyer can reject the Bid if it does not reasonably appear to have incorporated the Addendum. The Buyer could decide that the Bidder did incorporate the Addendum information, or could determine that the Bidder failed to incorporate the Addendum changes and that the changes were material so that the Buyer must reject the Offer, or the Buyer may determine that the Bidder failed to incorporate the Addendum changes but that the changes were not material and therefore the Bid may continue to be accepted by the Buyer.

Submittal Requirements

This section details City procedures for submittal.

1. Number all pages sequentially. The format should follow closely that requested in this RFQPA.
2. The City may designate page limits for certain sections of the response. Any pages that exceed the page limit will be excised from the document for purposes of evaluation.
3. Proposers have full responsibility to ensure the response arrives at the City within the deadline. A late submittal may be rejected, unless the lateness is waived as immaterial by the City Purchasing and Contracting Services Director, given specific fact-based circumstances. Late responses may be returned unopened to the submitting firm; or PCSD may accept the package and make a determination as to lateness.
4. The response should be in an 8 1/2" by 11" format. Non-recyclable materials are strongly discouraged. Proposers are encouraged to "double side". If there are page limitations, one side of a printed page is considered one page.

Late Submittals:

The submitter has full responsibility to ensure the response arrives at City Purchasing within the deadline. A submittal after the time fixed for receipt will not be accepted unless the lateness is waived by the City as immaterial based upon a specific fact-based review. Responses arriving after the deadline may be returned unopened to the Vendor, or the City may accept the package and make a determination as to lateness.

Hard Copy Submittal:

Submittal Requirements: One original (1) unbound, five (5) copies, and one (1) electronic CD copy of the response must be received no later than the date and time specified on the Procurement Schedule or as otherwise amended. Fax, e-mail and CD copies **will not** be an alternative to the hard copy. If a CD, fax or e-mail version is delivered to the City, the hard copy will be the only official version accepted by the City.

1. Hard-copy responses should be in a sealed box or envelope clearly marked and addressed with the PCSD Buyer Name, RFP title and number. If packages are not clearly marked, the Proposer has all risks of the package being misplaced and not properly delivered.
2. The Submittal may be hand-delivered or must otherwise be received by the Buyer at the address provided, by the submittal deadline. Please note that delivery errors will result without careful attention to the proper address.
3. Submittals and their packaging (boxes or envelopes) should be clearly marked with the name and address of the Proposer.
4. Please do not use any plastic or vinyl binders or folders. The City prefers simple, stapled paper copies. If a binder or folder is essential due to the size of your submission, they are to be fully 100% recycled stock. Such binders are available from Keeney's Office Supply at 425-285-0541 or Complete Office Solutions at 206-650-9195.
5. Please double-side your submittal.

No RFP Opening – No Reading of Prices.

The City does not conduct a bid opening for RFP responses.

Offer Form.

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

Proposer Responsibility to Provide Full Response.

It is the Proposer's responsibility to provide a full and complete written response, which does not require interpretation or clarification by the Buyer. The Proposer is to provide all requested materials, forms and information. The Proposer is responsible to ensure the materials submitted will properly and accurately reflect the Proposer specifications and offering. During scoring and evaluation (prior to interviews if any), the City will rely upon the submitted materials and shall not accept materials from the Proposer after the RFP deadline; however this does not limit the right of the City to consider

additional information (such as references that are not provided by the Proposer but are known to the City, or past experience by the City in assessing responsibility), or to seek clarifications as needed by the City.

Tax Revenue Consideration.

SMC 20.60.106 (H) authorizes that in determining the lowest and best bid, the City shall consider the tax revenues derived by the City from its business and occupation, utility, sales and use taxes from the proposed purchase. The City of Seattle's Business and Occupation Tax rate varies according to business classification. Typically, the rate for services such as consulting and professional services is .00415% and for retail or wholesale sales and associated services, the rate is .00215%. Only vendors that have a City of Seattle Business License and have an annual gross taxable Seattle income of \$100,000 or greater are required to pay Business and Occupation Tax. The City will apply SMC 20.60.106(H) and calculate as necessary to determine the lowest bid price proposal.

Taxes.

The City is exempt from Federal Excise Tax (Certificate of Registry #9173 0099K exempts the City). Washington state tax, use tax if any, and local sales tax will be added onto the resultant Contract cost, although will not be used in evaluation of costs.

Interlocal Purchasing Agreements.

This is for information only and is not be used to evaluate candidates. RCW 39.34 allows cooperative purchasing between public agencies, and other political subdivisions. SMC 20.60.100 also allows non profits to use these agreements. The seller agrees to sell additional items at the offer prices, terms and conditions, to other eligible governmental agencies that have such agreements with the City. The City of Seattle accepts no responsibility for the payment of the purchase price by other governmental agencies. Should the Proposer require additional pricing for such purchases, the Proposer is to name such additional pricing upon Offer to the City.

Contract Terms and Conditions.

Vendors are to price and submit proposals with the understanding that all specifications, requirements, terms and conditions are mandatory for the Vendor to comply with. Proposers are responsible to review all specifications, requirements, Terms and Conditions, insurance requirements, and other requirements herein. Submittal of a proposal is agreement to comply without exception, unless modified by the City. The City has the right to negotiate changes to submitted proposals and to change the City's otherwise mandatory terms and conditions during negotiations, or by providing notice to the Vendor during the contract.

Negotiations.

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

Effective Dates of Offer.

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

Prompt Payment Discount.

On the Offer form or in submittal, the Proposer may state a prompt payment discount term, if the Proposer offers one to the City. A prompt payment discount term of ten or more days will be considered in evaluation.

Cost of Preparing Proposals

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

Proposer Responsibility

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

Readability

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

Changes or Corrections in Proposal Submittal.

Prior to the submittal closing date and time, a Vendor may make changes to its proposal, if the change is initialed and dated by the Vendor. No change shall be allowed after the closing date and time. Note that you cannot change, mark-up or cross-out any condition, format, provision or term that appears on the City's published Offer Form. If you need to change any of your own prices or answers that you write on the Offer Form must be made in pen, initialed, and be clear in intent. Do not use white-out.

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.

Withdrawal of Proposal.

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

Rejection of Proposals and Rights of Award.

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

Incorporation of RFP and Proposal in Contract.

This RFP and the 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.

Equal Benefits.

Seattle Municipal Code Chapter 20.45 (SMC 20.45) requires consideration of whether bidders provide health and benefits that are the same or equivalent to the domestic partners of employees as to spouses of employees, and of their dependents and family members. The bid package includes a "Vendor Questionnaire" which is the mandatory form on which you make a designation about the status of such benefits. If your company does not comply with Equal Benefits and does not intend to do so, you must still supply the information on the Vendor Questionnaire. Instructions are provided at the back of the Questionnaire.

Women and Minority Subcontracting.

The City intends to provide the maximum practicable opportunity for successful participation of minority and women owned firms, given that such businesses are underrepresented. The City requires all Proposers to agree to SMC Chapter 20.42. The City requires Proposers, for work containing meaningful subcontracting opportunities to supply with their proposals, a plan for including minority and women owned firms.

The City believes there is meaningful subcontracting opportunity, for the scope of work described in this RFP, therefore Proposers are required to execute and submit the Inclusion Plan provided in this RFP, which will be a material part of the bid and contract. The Plan must be responsible in the opinion of the City, which means a meaningful and successful search and commitments to include WMBE firms for subcontracting work when applicable. The City reserves the right to improve the Plan with the winning Bidder before contract execution. Performance will be a material contract provision.

Bidders should use whatever selection methods and strategies the Bidder finds effective for successful WMBE participation. The City may reject bids that do not provide a substantial responsive Plan with an intentional and responsible commitment. The City may use availability based on City analysis, or may use comparative participation from other incoming bids to establish a baseline of responsible efforts.

At the request of the City, Vendors must furnish evidence of the Vendor's compliance, including documentation such as copies of agreements with WMBE subcontractor either before contract execution or during contract performance.

The winning Proposer must request written approval for changes to the Inclusion Plan once it is agreed upon before contract execution. This includes goals, subcontract awards and efforts. See the attached Contract, Attachment #2 of in the RFP (such provisions are usually number #17, 18 and 19, although it may vary on any individual contract).

Insurance Requirements.

Insurance requirements presented in Attachment #1 are mandatory. If none, then Contract requirements apply. If formal proof of insurance is required to be submitted to the City before execution of the Contract, the City will remind the apparent successful proposal in the Intent to Award letter. The apparent successful Proposer must promptly provide such proof of insurance to the City in reply to the Intent to Award Letter. Contracts will not be executed until all required proof of insurance has been received and approved by the City.

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

Proprietary Material.

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

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

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

If you have any questions about disclosure of the records you submit with bids or proposals please contact the City Purchasing Buyer for this project at (206) 684-0444.

Requesting Materials be Marked for Non 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 records you are submitting to the City as part of your bid/proposal or contract work product, are exempt from disclosure you can request that they not be released until you receive notification. To make that request, you must complete the appropriate portion of the Vendor Questionnaire (Non-Disclosure Request Section) 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 in the Vendor Questionnaire. Only the specific records or portions of records properly listed on the Vendor 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 you have properly and specifically listed on the Vendor Questionnaire, the City will notify you in writing of the request and 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 Vendor Questionnaire and submit it with your solicitation. Should a public record request be submitted to City Purchasing

for that (those) record(s) you can then seek an injunction under RCW 42.56 to prevent release. By submitting a bid document, the bidder acknowledges this obligation; the proposer also acknowledges that the City will have no obligation or liability to the proposer if the records are disclosed.

Requesting Disclosure of Public Records

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

ETHICS CODE.

Please familiarize yourself with the ethics code: http://www.seattle.gov/ethics/etpub/et_home.htm. Attached is a pamphlet for Vendors, Customers and Clients. Specific question should be addressed to the staff of the Seattle Ethics and Elections Commission at 206-684-8500 or via email: staff members Kate Flack, kate.flack@seattle.gov and Mardie Holden, mardie.holden@seattle.gov.



contractor-vendorbr
ochure[1].pdf

No Gifts and Gratuities. Vendors shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work, or meals) to any City employee, volunteer or official, if it is intended or may appear to a reasonable person to be intended to obtain or give special consideration to the Vendor. An example is giving a City employee sporting event tickets to a City employee that was on the evaluation team of a bid you plan to submit. The definition of what a “benefit” would be is very broad and could include not only awarding a contract but also the administration of the contract or the evaluation of contract performance. The rule works both ways, as it also prohibits City employees from soliciting items of value from vendors. Promotional items worth less than \$25 may be distributed by the vendor to City employees if the Vendor uses the items as routine and standard promotions for the business.

Involvement of Current and Former City Employees

If a Vendor has any current or former City employees, official or volunteer, working or assisting on solicitation of City business or on completion of an awarded contract, you **must** provide written notice to City Purchasing of the current or former City official, employee or volunteer's name. The Vendor Questionnaire within your bid documents prompts you to answer that question. You must continue to update that information to City Purchasing during the full course of the contract. The Vendor is to be aware and familiar with the Ethics Code, and educate vendor workers accordingly.

Contract Workers with more than 1,000 Hours

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

No Conflict of Interest.

Vendor (including officer, director, trustee, partner or employee) must not have a business interest or a close family or domestic relationship with any City official, officer or employee who was, is, or will be

involved in selection, negotiation, drafting, signing, administration or evaluating Vendor performance. The City shall make sole determination as to compliance.

6. OFFER SHEET AND MANDATORY SUBMITTALS

Note: If you have not completed a one-time registration into the City Registration system, please register: <http://seattle.gov/purchasing/VendorRegistration.htm>. Proposals are not rejected for failure to register, however, if you are awarded a contract and have not yet registered, your submittal is consent for placement into VCR. Women and minority owned firms are asked to self-identify. Call 206-684-0444 if you need help.

Submit proposal with the following format and attachments. Failure to clearly and completely provide all information below, on forms provided and in order requested, may result in rejection as non-responsive.

- 1. Cover letter (optional)**
- 2. Legal Name:** Submit a certificate, copy of web-page, or other documentation from the Secretary of State in which you incorporated that shows your legal name as a company. Many companies use a "Doing Business As" name, or a nickname in their daily business. However, the City requires the legal name of your company, as it is legally registered. When preparing all forms below, be sure to use the proper company legal name. Your company's legal name can be verified through the State Corporation Commission in the state in which you were established, which is often located within the Secretary of State's Office for each state. <http://www.coordinatedlegal.com/SecretaryOfState.html>
- 3. Minimum Qualifications:** This response is mandatory. Using the form embedded below, describe exactly how you achieve each minimum qualification. Attach proof of any license and/or certification, if applicable. Remember that the determination that you have achieved all the minimum qualifications is made from this page. The Buyer is not obligated to check references or search other materials to make this decision however; the City reserves the right, but is not obligated, to obtain clarification from the Vendor if compliance to the minimum qualifications is not clear in the Vendor's response.



3 Minimum
Qualifications.doc

- 4. Vendor Questionnaire (includes Equal Benefits form):** This response is Mandatory. Submit the following form with your proposal package. Be sure to submit this, even if you have sent one in to the City on previous solicitations or contracts.



4 Vendor
Questionnaire_Equal

5. Inclusion Plan – This response is Mandatory: The City requires an Inclusion Plan:



5 Inclusion Plan.doc

6. Products and Services Response – This response is Mandatory: Elements of this questionnaire will be scored or ranked by the Evaluation Committee.



6 Products and
Services Response.doc

7. Socially Responsible Banking Response – This response is Mandatory: Elements of this questionnaire will be scored or ranked by the Evaluation Committee.



7 Socially
Responsible Banking I

8. Security Response – This response is Mandatory: Elements of this questionnaire will be scored or ranked by the Evaluation Committee.



8 Security
Response.xlsx

9. Management Response – This response is Mandatory: Elements of this questionnaire will be scored or ranked by the Evaluation Committee.



9
Management Respons

10. Cost Proposal – This response is Mandatory: Elements of this questionnaire will be scored or ranked by the Evaluation Committee.



10
CostProposal.xlsx

Submittal Checklist

This checklist is for your convenience only. It does not need to be submitted with your proposal. This checklist summarizes each form that is required to complete and submit your proposal package to the City.

1. Cover Sheet	
2. Legal Name	
3. Minimum Qualifications	Mandatory
4. Vendor Questionnaire (includes Equal Benefits form)	Mandatory
5. Inclusion Plan	Mandatory
6. Products and Services Response	Mandatory
7. Socially Responsible Banking	Mandatory
8. Security Response	Mandatory
9. Management Response	Mandatory
10. Cost Proposal	Mandatory

7. Evaluation Process

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

Evaluation Steps:

Step #1: Initial Screening - Responsiveness, Responsibility, Minimum Qualifications. City Purchasing and the evaluation team shall first review submittals for initial decisions on responsiveness and responsibility, then whether vendor meets minimum qualifications. Those found responsive, responsible and who meet the minimum qualifications, based on this review shall proceed to Step 2.

Step #2: Mandatory Qualifications. The evaluation team will then review submittals for initial decisions on responsiveness to the specific mandatory qualifications as listed in Section 3. Those found responsive based on this initial review shall proceed to Step 3.

Step #3: Proposal Evaluation: The City will evaluate proposals using the criteria specified below. Responses will be evaluated and ranked or scored. Those proposals that cluster within a competitive range in the opinion of the evaluation team shall continue to Step 4 – Interviews, Demonstrations and Reference Checks.

Evaluation Criteria:

	Maximum Points
Management Response	150
Products and Services Response	350
Socially Responsible Banking	150
Security Response	100
Pricing & Fees	150
Inclusion Plan	100
Sub Total	1000
Demonstration & Interview	100
References	Pass/Fail
Grand Total	1100

Step #4: Interviews, Demonstrations & Reference Checks: The Evaluation Committee will invite those who receive the highest scores(s) for an interview and demonstration of its web based system. The Evaluation Committee will rate the interview(s) and demonstrations(s) based on the Evaluation criteria listed above.

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

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

Step #5: Selection: The City shall select the highest ranked Proposer for award, or may consider a combination of awards at the option of the City.

Step #5: Contract Negotiations. The City may negotiate elements of the proposal as required 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 Steps: If no Vendor is selected at the conclusion of all the steps, the City may return to any step in the process to repeat the evaluation with those proposals that were active at that step in the process. In such event, 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 it decides no proposals meet its requirements.

Points of Clarification: Throughout the evaluation process, the City reserves the right to seek clarifications from any Vendor.

Substantially Equivalent Scores: In the event that the top two Vendors receive the same total score, the contract will be awarded to that Vendor who, in the opinion of the City, best meets the City needs.

8. AWARD AND CONTRACT EXECUTION INSTRUCTIONS

The RFP Coordinator intends to provide written notice of the intention to award in a timely manner and to all Vendors responding to the Solicitation.

Protests and Complaints.

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

No Debriefs.

The City issues results and award decisions to all proposers. The City does not provide debriefs.

Instructions to the Apparently Successful Vendor(s).

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

If the Vendor was allowed to request exceptions in the instructions (Section 6), and chose to do so, the City will review and select those the City is willing to accept. There will be no discussion on exceptions. Once the Contract is formulated, the City may identify proposal elements that require further discussion in order to align the proposal and contract fully with City business needs before finalizing the agreement. If so, the City will initiate the discussion and the Vendor is to be prepared to respond quickly in City discussions. The City has provided no more than 15 calendar days to finalize such discussions. If mutual agreement requires more than 15 calendar days, the City may terminate negotiations, reject the Proposer and may disqualify the Proposer from future submittals for these same products/services, and continue to the next highest ranked Proposal, at the sole discretion of the City. The City will send a final agreement package to the Vendor for signature.

Once the City has finalized and issued the contract for signature, the Vendor must execute the contract and provide all requested documents within ten (10) business days. This includes attaining a Seattle Business License, payment of associated taxes due, and providing proof of insurance. If the Vendor fails to execute the contract with all documents within the ten (10) day time frame, the City may cancel the award and proceed to the next ranked Vendor, or cancel or reissue this solicitation. Cancellation of an award for failure to execute the Contract as attached may result in Proposer disqualification for future solicitations for this product/service.

Checklist of Final Submittals Prior to Award.

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

- Seattle Business License is current and all taxes due have been paid.
- State of Washington Business License.
- Certificate of Insurance (if a hard-copy is required by the specifications)
- Special Licenses (if any)

Taxpayer Identification Number and W-9.

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



w9 2011.pdf

Attachments

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

Attachment #1: Insurance Requirements



2011 City Purchasing
Transmittal.doc

Attachment #2: Contract or Terms & Conditions



Attach
2_Contract.doc