

**City of Seattle Request for Proposal 120127
Windows 7/Office 2010/Internet Explorer 9 Upgrade Project
Development of Logistics System**



**City of Seattle
Department of Information Technology
Request for Proposals #DIT 120127
Windows 7/Office 2010/Internet Explorer 9 Upgrade Project
Consultant Services for Development of Logistics System**

- 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/doi/vendor.htm>

RFP Release	Friday, October 26, 2012
Deadline for Questions	Thursday, November 8, 2012
Written Proposals Due to the City	Wednesday, November 21, 2012
Announcement of Finalist Proposers	Friday, November 30, 2012
Interviews of Finalist Proposers	Wednesday or Thursday, December 5 or 6, 2012
Announcement of Successful Proposer	Friday, December 7, 2012
Contract Execution	Wednesday, December 12, 2012
Commence Services	Monday, December 17, 2012

Documents attached and incorporated by reference to this solicitation:

- Exhibit A – Timeline Diagram
- Exhibit B – Draft Preliminary Functional Requirements
- Exhibit C – Contract
- Proposal Form 1 – Consultant Questionnaire
- Proposal Form 2 - Minimum Qualifications
- Proposal Form 3 – Written Proposal Form
- Proposal Form 4 – Financial Proposal Form

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2.0 City Contact.

Ann Kelson, IT Contracting Manager
ann.kelson@seattle.gov
206-684-0539

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

3.0 Purpose. The purpose of this RFP is to enter into a firm fixed price agreement with a qualified Consultant to develop a logistics system for the City's Windows 7/Office 2010/Internet Explorer 9 Upgrade Project ("WOI Upgrade Project").

4.0 Period of Performance: It is estimated that work will commence on December 17, 2012 and be tested and implemented into production by March 15, 2013. Additionally the Developer will be available on an as needed basis through January 31, 2014. See Exhibit A, Timeline Diagram.

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").

The City, through DoIT, is planning to upgrade approximately 9863 workstations to Windows 7, Office 2010 and Internet Explorer 9. The Project Charter states:

Business Problem: The City of Seattle currently manages its workstations (desktop/laptops) with Microsoft XP SP3 operating systems. The Microsoft XP SP3 operating system will no longer be supported after April 2014, and there are significant security risks in unsupported operating systems as well as loss of functionality. It is extremely expensive to purchase customer security patching from Microsoft after the support has ended.

Vision: To maintain secure workstation platforms with current operating systems, combine upgrades of Microsoft Office 2010 and Internet Explorer 9, simplify training needs, and streamline licensing by planning and deploying Windows 7 operating system along with an upgrade to the Microsoft Office 2010 suite including detailed logistics based on departmental requirements by April 2014.

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Mission: Develop a plan in a progressive state with adequate training, logistics, communications and cost estimates including any inter-dependencies or prerequisites for the deployment of the Win7-Off2010-IE9 (WOI) upgrade, acquire funding for the plan in 2012 and deploy the upgrades in 2013 finishing no later than April 2014.

See Exhibit B, Draft Preliminary Functional Requirements.

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 five years.
- The Proposer is a Microsoft Certified Partner.
- The proposed Developer has at least five years of development experience.
- The proposed Developer has developed at least three web-based applications with SQL database backend.

7.0 Statement of Work. The Consultant will complete the following deliverables at a firm fixed price.

7.1 Develop Logistic System: The Consultant shall deliver a solution for the deployment of the upgrades to automate the process to the fullest extent. The Consultant shall ensure the solution is:

- Reusable for future projects
- Portable or able to be copied for future projects
- Built with standard Microsoft Technology Stack
- Built using existing of City software and infrastructure using .NET/MS SQL.

The Consultant's services will include but not be limited to verifying preliminary functional requirements, assisting in determining final functional requirements, documenting the technical design, building the solution using existing City infrastructure, testing, promoting the solution to production, and providing as-built documentation. The Consultant will deliver a fully tested solution that is tested and implemented into production by March 15, 2013. The Consultant's development services will be available as-needed through January 31, 2014.

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7.2 **Project Approach:** The Consultant shall:

7.2.1 Perform services within a Project Team led by a City Project Manager and take primary responsibility for the successful outcome of Logistics System.

7.2.2 Prepare the technical environment, work within the City's standards, use the City's infrastructure, and develop a logistics system using a database.

7.2.3 Designate key person to the role of Developer. The Consultant's employee or subcontractor designated to this key role will remain assigned to this role throughout the term of the Agreement.

7.2.4 Transfer knowledge and skills to City staff through the Project Team.

7.2.5 Be compensated on a firm fixed price basis.

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

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

7.3.1 The development of the Logistics System will follow the Timeline. There will be no changes to the Project Key Dates.

7.3.2 The City will provide SQL environment and the virtual environments as required.

7.3.3 The City will furnish laptops, telephones, 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 work on-site. The City will provide information as is reasonably available to it in support of the WOI Upgrade Project. The City will review the Consultant's work as expeditiously as possible in order for the Consultant to meet the Project Key Dates.

8.0 **Contract Modifications.** The City has attached its contract terms with this solicitation. See Exhibit C, Contract. Any questions about the City's contract should be made prior to the end of the question period.

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9.0 Solicitation Instructions, Procedures and Requirements.

- 9.1 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> .
- 9.2 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.
- 9.3 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 at <http://www.seattle.gov/doi/vendor.htm>. Addenda and shall become part of this RFP and included as part of the Contract.
- 9.4 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 Addendums, with or without specific confirmation from the Consultant that the Addendum was 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.

- 9.5 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.
- 9.5.1 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.

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- The apparent successful Consultant must immediately obtain the license and ensure all City taxes are current, unless exempted by City Code due to reasons such as no physical nexus. Failure to do so will cause rejection of the submittal.
- Self-Filing : License and taxes may be paid on-line using a credit card
<https://dea.seattle.gov/self/>
- The Revenue and Consumer Affairs (RCA) office can answer questions and provide assistance. The general e-mail is rca@seattle.gov. The main phone is 206-684-8484
- The licensing website is <http://www.seattle.gov/rca/taxes/taxmain.htm>.
- The City of Seattle’s website allows on-line application and payment with a credit card.
- If a business has extraordinary balances due on its account that would cause undue hardship to the business, the business can contact the RCA office to request additional assistance.
- 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.

9.5.2 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.

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

9.6 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.

9.7 Background Checks. The City will require background/criminal checks of the Proposer’s employees and subcontractors assigned to performing the 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 \$100 per individual.

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- 9.8 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.
- 9.9 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.
- 9.10 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.
- 9.11 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.
- 9.12 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.
- 9.13 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.
- 9.14 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.
- 9.15 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.
- 9.16 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.
- 9.17 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.

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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.

9.18 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.

9.19 Insurance Requirements. Insurance requirements are provided as an attachment to the contract. The apparent successful Proposer 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.

9.20 Proprietary and Confidential Material.

9.20.1 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.

9.20.2 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).

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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.

- 9.21 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 or staff members Kate Flack, kate.flack@seattle.gov and Mardie Holden, mardie.holden@seattle.gov).

9.21.1 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.

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9.21.2 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.

9.21.3 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.

9.21.4 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.

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10.0 Proposal Submittal

10.1 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 3-hole punched and stapled in the upper left corner.

10.2 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. (Proposal Form 1)
- 4) Minimum Qualifications Form. (Proposal Form 2)
- 5) Written Proposal Form. (Proposal Form 3)
- 6) Financial Proposal Form. (Proposal Form 4)

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10.3 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.

11.0 Selection and Award

11.1 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. The City may contact one or more of the Proposer’s customers that have been named by the Proposer or other sources that may not have been named by the Proposer but can assist the City in determining performance. Responses will be evaluated and ranked or scored.

Evaluation Criteria:

Response to Written Proposal Questions	40%
Response to Financial Proposal	60%

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Step 3 Interviews: The City may interview top ranked firms that are most competitive. At the City's option, the interviews may be in person or on-line. If interviews are conducted, rankings of firms shall be determined by the City, using the combined results of interviews and proposal submittals. Consultants invited to interview are to bring the assigned Project Manager named by the Consultant in the Proposal and may bring other key personnel named in the Proposal. The Consultant shall not bring other project team members or individuals who do not work for the Consultant without advance authorization by the IT Contracting Manager.

Step 4 Selection: The City shall select the highest ranked Proposer(s) 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.

11.2 Award and Contract Execution.

11.2.1 Notice to all Proposers: The IT Contracting Manager will provide timely notice of an Intent to Award to all Consultants responding to the Solicitation.

11.2.2 Protests: Interested parties that wish to protest any aspect of this RFP selection process provide written notice to the IT Contracting Manager for this solicitation. 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.

11.2.3 Instructions to the Apparent Successful Consultant: The Apparent Successful Proposer will receive an Intent to Award Letter from the IT Contracting Manager 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 (10) business days. If the Consultant fails to execute the contract with all documents within the ten (10) day time frame, the City may cancel the award and proceed to the next ranked Consultant, or cancel or reissue this solicitation. Cancellation of an award for failure to execute the Contract as attached may disqualify the firm from future solicitations for this same work.

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The apparent successful Proposer 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

Also in advance of the provision of services, the City will contact the proposed Developer for Background Check Information.