# City of Seattle

**RFP No. FAS-3792**

**TITLE: TREASURY SERVICES**

**Closing Date & Time: December 21, 2017, 3:00 PM Pacific**

**Table 1 – Solicitation Schedule**

| Events | Date |
|---|---|
| RFP Issued | November 14, 2017 |
| Optional Pre-Proposal Conference | November 20, 2017<br>11:00 – 1:00 PM SMT<br>Room 4050/4060<br>Skype Available (Details is Section 9 below) |
| Deadline for Questions | December 7, 2017 |
| Sealed Proposals Due to the City | December 21, 2017 3:00 PM Pacific |
| Interviews, if conducted | January 2018 |

*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.*

***PROPOSALS MUST BE RECEIVED ON OR BEFORE THE DUE DATE AND TIME AND MUST BE AT THE LOCATION STATED IN SECTION 6***

**Mark the outside of your mailing envelope indicating RFP# 3792**

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

# 1. PURPOSE AND BACKGROUND

**Purpose:**

The City of Seattle, acting by and through its Department of Finance and Administrative Services is seeking proposals for Treasury services from qualified Proposers. The objective of this RFP is to identify firms (the "Proposers") capable of providing the highest level of required services to the City. Through this contract, the City intends to further its commitment to fair business and socially responsible banking practices, minimize treasury costs, improve operational efficiency, and maximize earnings. This RFP, which represents the City's cash management goals, specifies all the required qualifications, activity volumes on accounts, method and terms of compensation, submission instructions, and contract award provisions.

The City has a strong desire to develop a relationship with Proposers 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 Proposers to partner with local businesses, non-profit organizations, and smaller institutions to meet the objectives of this RFP.

This RFP encompasses five (5) modules with related functions within Treasury Services. All modules emphasize the City's goals of social responsibility. Each module within the RFP includes background information and requirements, as well as detailed questions and cost proposal schedules. The separate modules have been created with the City's goals of inclusion and support for all businesses in the City, along with its goals of operational and economic efficiencies. The modules reflect services that are in place for the City currently, with the exception of intelligent safes.

Each module is established as a separate proposal with its own Scope of Work (See Section 5 - "Offer Sheet and Mandatory Submittals"). Proposers may submit responses to all or any number of individual modules for the City's consideration. Each module stands independently with specific requirements and minimum qualifications and must be submitted as single proposals. The City will evaluate each module separately for award.

The modules include:

I. **Banking Services**

II. **Merchant Services**

III. **Safekeeping Services**

IV. **Commercial card Services**

V. **Coin Counting and On-site Intelligent Safes Services**

Implementation of the Banking Services module will be the priority and the other services will be implemented on a staggered basis in order to build on the primary banking services relationship and to avoid implementation difficulties and delays.

Single Award: With this solicitation, the City intends to award one contract per module. If a proposer is evaluated as the highest ranked for more than one module, the City reserves the right to issue a single contract for those modules.

**Background:**

**Legislation**

In 2013, the City Council passed Ordinance 124250 requiring that the Department of Finance and Administrative Services consider socially responsible banking practices in the selection of banking services. The City expects its financial partners to serve the needs of all its communities. Specific monitoring of the financial institution and specific reporting requirements are included in this ordinance and will be required under the banking contract. Click to view Ordinance 124250 or see Attachment #3 section below.

In 2017, the City Council passed Ordinance 125257 strengthening the City's policies for conducting City business with partners that are committed to fair business practices. Among other actions, the ordinance requires that the City include socially responsible banking and fair business practices as factors worth at least

20 percent of the bidding process. This requirement is reflected in the evaluation criteria described later in this document. Click to view Ordinance 125257 or see Attachment #3 section below.

In 2017, the City Council passed Resolution 31740 describing the City Council's opposition to the construction of the Keystone XL Pipeline and indicating concerns with doing business with Proposers that provide services to TransCanada given its association with the Keystone XL project. Click to view Resolution 31740 or see Attachment #3 section below.

## 2. SOLICITATION OBJECTIVES

The City expects to achieve the following outcomes through a new blanket contract or multiple contracts.

- Identification of Proposers most capable of providing the identified services in an efficient and effective manner
- Identification of Proposers which fulfill the socially responsible objectives of the City
- Identification of Proposers which will provide the highest level of service at a competitive cost.

## 3. MINIMUM QUALIFICATIONS

Section 5 of the RFP, "Offer Sheet and Mandatory Submittals" contains the minimum qualifications and licensing requirements for each module that the Proposer must meet to be eligible to submit RFP responses. Responses must clearly show compliance to these minimum qualifications. Those that are not clearly responsive to these minimum qualifications shall be rejected by the City without further consideration.

## 4. LICENSING AND BUSINESS TAX REQUIREMENTS

This solicitation and resultant contract may require additional licensing. The Proposer must meet all licensing requirements that apply to their business immediately after contract award or the City may reject the Proposer.

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

**Seattle Business Licensing and Associated Taxes**

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. A "physical nexus" means 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). A Vendor Questionnaire Form is provided in Section 7, and will ask you to specify if you have "physical nexus". All costs for any licenses, permits and Seattle Business License taxes owed shall be borne by the Proposer and not charged separately to the City. The apparent successful Proposer 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 may result in rejection of the proposal. If a business has extraordinary balances due on their account that would cause undue hardship to the business, the business can contact the License and Tax Administration office to request additional assistance. 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.

The City of Seattle website allows you to apply for a Seattle Business License, and pay on-line with a credit card at www.seattle.gov/self. For questions and assistance, contact the License and Tax Administration office which issues business licenses and enforces licensing requirements by email at tax@seattle.gov or by phone at 684-8484. The licensing website is www.seattle.gov/licenses. A hard copy version of the Seattle Business license application can be found at:
http://www.seattle.gov/Documents/Departments/FAS/Licensing/Seattle-business-license-application.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 number#). 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 Proposer and not charged separately to the City. Instructions and applications are at http://bls.dor.wa.gov/file.aspx

## 5. SPECIFICATIONS and SCOPE OF WORK

**The Scope of Work is unique for each module of this RFP and is therefore defined in Table 2. The City is seeking a comprehensive solution for each of the modules.**

**Table 2 – Scope of Work**

| Banking Services (Module I) | Merchant Services (Module II) | Safekeeping Services (Module III) | Commercial card Services (Module IV) | Coin Counting Service and On-site Intelligent Safes Services (Module V) |
|---|---|---|---|---|
| Scope of Work Banking Services.do | Scope of Work Merchant Services.d | Scope of Work Safekeeping.docx | Scope of Work Commercial Cards.c | Scope of Work Coins Count and Sa |

**Contract Term**: This contract shall be for five (5) years, with one five (5) year extension allowed at the option of the City. The Proposer may also provide a notice to not extend, but must provide such notice at least one hundred and eighty days (180) days prior to the renewal date.

**No Guaranteed Utilization**: The City does not guarantee utilization of any specific service through any resultant contract. The solicitation may provide estimates of utilization solely to help Proposers prepare their proposals; and does not serve as a guarantee of usage. The City reserves the right to multiple or partial awards, and/or to order greater or less quantities based on City needs. The City reserves the right to use other appropriate contract sources to obtain these products or services, such as State of Washington Contracts. The City may also periodically re-solicit for new additions to the Proposer pool, to invite additional Proposers to submit proposals or proposals for award. Use of such supplemental contracts does not limit the right of the City to terminate existing contracts for convenience or cause.

**Contact Expansion**: Any resultant contract or Purchase Order may be expanded as allowed below. A modification may be considered per the criteria and procedures below for any ongoing Contract that has not yet expired. Likewise, a one-time Purchase Order may be modified if the proposal reserved the right for additional orders to be placed within a specified period of time, or if the project or body of work associated with a Purchase Order is still active. Such modifications must be mutually agreed. The only person authorized to make such agreements for 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 propose, (b) the change is for a reasonable purpose, (c) the change was not reasonably known to either the City or Proposers at time of proposal or else was mentioned as a possibility in the proposal (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 proposal, 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 Proposer.

**Limits of Sales to Authorized Products and Services:** The Proposer has responsibility to limit sales to those products or services authorized within the contract, whether authorized by changes and amendments or stated within the original contract scope. The Proposer is responsible for refusing orders that are not properly authorized by the contract or through other proper Purchase Orders issued by authorized persons from the City. If the Proposer has consistent sales of unauthorized products or services, the City reserves the right to use any of the following: terminate the contract in accordance with termination provisions, place the Proposer payments on "hold" for all incoming invoices while the City determines which are authorized items eligible for payment, and/or refuse certain invoices that contain non-authorized items.

**Vendor Usage Reports**: The City may request that the Proposer provide reports of purchases made by the City during the contract term. Within 10 business days of a request, the Proposer will supply the City a report in the requested format. The report must be clearly titled (Company name, contact information, dates of report period). The Proposer will provide, upon a request by the City, information sorted according to the City request, which may include: invoice specific detail or summary detail by item name, by the user name (the department customer placing the order), by City Department, and by date or order.

**Trial Period and Right to Award to Next Low Proposer:** A ninety (90) day trial period shall apply to contract(s) awarded as a result of this solicitation. During the trial period, the Proposer(s) must perform in accordance with all terms and conditions of the contract. Failure to perform during this trial period may cause the immediate cancellation of the contract. If dispute or discrepancy as to the acceptability of product or service occurs, 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 Proposer by mutual agreement with such Proposer. Any new award will be for the remainder of the contract and will also be subject to this trial period.

**Background Checks and Immigrant Status**
Background checks will not be required by the City for workers that will be performing the work under this contract. The City has strict policies regarding the use of Background checks, criminal checks, immigrant status, and/or religious affiliation for contract workers. The policies are incorporated into the contract and available for viewing on-line at http://www.seattle.gov/city-purchasing-and-contracting/social-equity/background-checks

**Prohibition on Advance Payments:** The City does not accept requests for early payment, down payment or partial payment, unless Proposal Submittal specifically allows such pre-payment proposals or alternates within the RFP process. Maintenance subscriptions may be paid up to one year in advance provided that should the City terminate early, the amount paid shall be reimbursed to the City on a prorated basis; all other expenses are payable net 30 days after receipt and acceptance of satisfactory compliance.

**Paid Sick Time and Safe Time Ordinance**
Be aware that the City has a Paid Sick Time and Safe Time ordinance that requires companies to provide employees who work more than 240 hours within a year inside Seattle, with accrued paid sick and paid safe time for use when an employee or a family member needs time off from work due to illness or a critical safety issue. The ordinance applies to employers, regardless of where they are located, with more than four full-time equivalent employees. This is in addition and additive to benefits a worker receives under prevailing wages per WAC 296-127-014(4). City contract specialists may audit payroll records or interview workers as needed to ensure compliance to the ordinance. Please see http://www.seattle.gov/laborstandards, or may call the Office of Labor Standards at 206.684.4500 with questions.

## 6. 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 Online Business Directory:** If you have not previously completed a one-time registration into the City of Seattle Online Business Directory, we request you register at www.seattle.gov/obd. The City's Online Business Directory is used by City staff to locate your contract(s) and identify companies for bid lists on future purchases. Responses will be 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 Proposer communications concerning this acquisition shall be directed to the RFP Coordinator:

Presley Palmer, CPPB
206-233-7158
presley.palmer@seattle.gov

Unless authorized by the RFP Coordinator, no other City official or City employee is empowered to speak for the City regarding 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 Proposer regarding this acquisition with a City employee other than the RFP Coordinator or an individual approved by the RFP Coordinator in writing, may be grounds for rejection of the Proposer's proposal.

**Pre-Proposal Conference:** The City shall conduct an optional pre-proposal conference on the time and date shown on page 1, at the Seattle Municipal Tower, 700 5th Avenue, 40th Floor, Room 4050/4060, Seattle. Proposers are highly encouraged to attend but not required to attend to be eligible to submit a proposal. The meeting answers 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 known as of this pre-proposal conference.

Those unable to attend in person may participate via telephone or Skype.

Join Skype Meeting
**Trouble Joining?** Try Skype Web App
**Join by phone**

| | |
|---|---|
| **206-386-1200, access code: 2938340 (US)** | **English (United States)** |
| **844-386-1200, access code: 2938340 (US)** | **English (United States)** |

Find a local number

**Conference ID: 2938340 (same as access code above)**
Forgot your dial-in PIN? |Help

**Questions:** Questions are to be submitted to the Buyer no later than the date and time on page 1, to allow sufficient time for the City Buyer to consider the question before the 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 Proposer of any responsibilities under this solicitation or any subsequent contract. It is the responsibility of the interested Proposer to assure 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 Proposer to assure they have received Addenda if any are issued.

**Bid Blog:** The City's website has an option for those companies familiar with RSS Technology. You may opt to subscribe to an "RSS Feed" on our Blog titled "The Buy Line". This is optional; it is for your convenience and

recommended for those companies familiar with RSS technology. The RSS Feed technology provides alerts for updates, including addenda, or information posted on the blog for the solicitation you are interested in. http://www.seattle.gov/city-purchasing-and-contracting/city-purchasing

**Receiving Addenda and/or Question and Answers:** The City Buyer will try to provide notices to known Proposers, either through the RSS Feed or direction e-mail courtesy announcements, that changes or addendums have been posted on the website.

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

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

All proposals sent to the City shall be compliant to all Addendums, with or without specific confirmation from the Proposer 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 Proposer did incorporate the Addendum information, or could determine that the Proposer failed to incorporate the Addendum changes and that the changes were material so the Buyer must reject the Offer, or the Buyer may determine that the Proposer 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 RFP.

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 evaluation.

3. 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:** 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 CPCS may accept the package and make a determination as to lateness.

**Hard Copy Submittal:** Submittal Requirements. The Proposer must submit six (7) hardcopy sets of all proposal documents; one (1) set clearly marked original and five (6) sets clearly marked copy; and one (1) electronic CD/Flash Drive copy. The original and copies shall be submitted per the requirements above.

**Redacted Copy**: If your proposal contains proprietary information, please submit one (1) additional redacted CD/DVD/Flash Drive copy of your proposal.

All copies of the response must be received no later than the date and time specified on the Solicitation Schedule or as otherwise amended. Electronic copies **will not** be an alternative to the hard copy. If an electronic CD/Flash Drive copy version is delivered to the City, the hard copy will be the only official version accepted by the City.

**Table 3: Hard Copy Submittal Addresses**

| Physical Address (courier) | Mailing Address (For US Post Office mail) |
|---|---|
| City Purchasing and Contracting Services Division<br>Seattle Municipal Tower<br>Suite 4112 | City Purchasing and Contracting Services Division<br>Seattle Municipal Tower<br>P.O. Box 94687 |

| | |
|---|---|
| 700 Fifth Avenue<br>Seattle, Washington, 98104 | Seattle, Washington, 98124-4687 |

1. Hard-copy responses should be in a sealed box or envelope clearly marked and addressed with the CPCS 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. 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.

**Cost Proposal:** Each module contains a Cost Proposal Form (and instructions for completion) found in Table 4 which is to be completed and submitted for the specified service. Cost Proposal Forms shall include all fee categories and fees which are required to provide the service. Fees not included on the Cost Proposal Forms will not be authorized during the contract period. Unanticipated or new services within the scope of the overall service may be added by the City during the contract but any applicable new fees will not exceed the then-published price of the Proposer. Unit prices are required. If extended by historical use volumes of the service for evaluation. in case of difference between the unit pricing and the extended price, the City shall use the unit pricing and correct the extended price accordingly. All prices shall be in US dollars.

**Proposer Responsibility to Provide Full Response:** It is the Proposer's responsibility to respond, 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 reflects 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 by the City.

**Partial and Multiple Awards:** Unless stated to the contrary in the Scope of Work, the City reserves the right to name a partial and/or multiple awards, in the best interest of the City. Proposers are to prepare proposals given the City's right to a partial or multiple awards. Further, the City may eliminate an individual line item when calculating award, to best meet the needs of the City, if a line item is not routinely available or is a cost that exceeds the City funds. For Proposals, the City may negotiate with the successful Proposer, to finalize the work and specifications consistent with the objectives of the RFP.

**Taxes:** The City is exempt from Federal Excise Tax. 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 nonprofits 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:** Proposers are to price and submit proposals with the understanding that all City specifications, requirements, and standard terms and conditions are mandatory and will take precedence over any other agreements.

Proposers are responsible for reviewing all specifications, requirements, City Terms and Conditions, and insurance requirements within this RFP. Submittal of a proposal constitutes an agreement to comply without exception.

The City has the right to negotiate changes to submitted proposals and to modify the City's otherwise mandatory terms and conditions during negotiations. The City may also provide notice to the Proposer during the contract regarding service modifications. Industry standard language for each module will be defined and accepted within the contracts.

**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, 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.

**Prohibited Contacts:** Proposers shall not interfere in any way to discourage other potential and/or prospective Proposers from proposing or considering a proposal process. Prohibited contacts includes but is not limited to any contact, whether direct or indirect (i.e. in writing, by phone, email or other, and by the Proposer or another person acting on behalf of the Proposer) to a likely firm or individual that may discourage or limit competition. If such activity is evidenced to the satisfaction and in sole discretion of the City Purchasing Manager, the Proposer that initiates such contacts may be rejected from the process.

**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 Proposer may change its proposal, if the change is initialed and dated by the Proposer. No change shall be allowed after the closing date and time. Note 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, it 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 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 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 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 Opportunities:** 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 agree to SMC Chapter 20.42, and will require proposals with meaningful subcontracting opportunities to also supply a plan for including minority and women owned firms.

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

**Insurance Requirements:** Insurance requirements in Attachment #1 are mandatory. If none, then Contract requirements apply. Formal proof of insurance must be submitted to the City before execution of the Contract. 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.

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

**Proprietary Materials**

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

The State of Washington's Public Records Act requires that public records must be promptly disclosed by the City upon request unless that RCW or another Washington State statute specifically exempts records from disclosure.

Exemptions are narrow and explicit and are listed in Washington State Law (Reference RCW 42.56 and RCW 19.108).

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 your bid, please contact City Purchasing at (206) 684-0444.

**Marking Your Records Exempt from Disclosure (Protected, Confidential, or Proprietary)**
As mentioned above, all City of Seattle offices ("the City") are required to promptly make public records available upon request. However, under Washington State Law some records or portions of records are considered legally *exempt from disclosure* and can be withheld. A list and description of records identified as exempt by the Public Records Act can be found in RCW 42.56 and RCW 19.108.

If you believe any of the records you are submitting to the City as part of your proposal or contract work products, are exempt from disclosure you can request that they not be released before you receive notification. To do so you must complete the City Non-Disclosure Request Form ("the Form") provided by City Purchasing (see attached Form as part of the Vendor Questionnaire), very clearly and specifically identify each record and the exemption(s) that may apply, and submit a copy of your records with the specified exemptions redacted. (If you are awarded a City contract, the same exemption designation will carry forward to the contract records.)

The City will not withhold materials from disclosure simply because you mark them with a document header or footer, page stamp, or a generic statement that a document is non-disclosable, exempt, confidential, proprietary, or protected. Do not identify an entire page as exempt unless each sentence is within the exemption scope; instead, identify paragraphs or sentences that meet the specific exemption criteria you cite on the Form. Only the specific records or portions of records properly listed on the Form will be protected and withheld for notice. All other records will be considered fully disclosable upon request.

If the City receives a public disclosure request for any records you have properly and specifically listed on the Form, the City will notify you in writing of the request and will postpone disclosure. While it is not a legal obligation, the City, as a courtesy, will allow you up to ten business days to file a court injunction to prevent the City from releasing the records (reference RCW 42.56.540). If you fail to obtain a Court order within the ten days, the City may release the documents.

The City will not assert an exemption from disclosure on your behalf. If you believe a record(s) is exempt from disclosure you are obligated to clearly identify it as such on the Form and submit it with your solicitation. Should a public record request be submitted to City Purchasing for that record(s), you can then seek an injunction under RCW 42.56 to prevent release. By submitting a proposal, the bidder acknowledges this obligation; the proposer also acknowledges that the City will have no obligation or liability to the proposer if the records are disclosed.

**Requesting Disclosure of Public Records:**
The City asks bidders and their companies to refrain from requesting public disclosure of bids until an intention to award is announced. This measure is intended to protect the integrity of the solicitation process particularly during the evaluation and selection process or in the event of a cancellation or re-solicitation. With this preference stated, the City will continue to be responsive to all requests for disclosure of public records as required by State Law. If you do wish to make a request for records, please make your request through the City of Seattle's Public Records Request Center at www.seattle.gov/public-records/public-records-request-center.

**Ethics Code:** Please familiarize yourself with the code: http://www.seattle.gov/ethics/etpub/et_home.htm. Attached is a pamphlet for Proposers, Customers and Clients. Specific question should be addressed to the staff of the Seattle Ethics and Elections Commission at 206-684-8500.

**No Gifts and Gratuities:** Proposers 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 Proposer. An example is giving a City employee sporting event tickets

to a City employee on the evaluation team of a bid you plan to submit. 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 the evaluation of contract performance. The rule works both ways, as it also prohibits City employees from soliciting items from Proposers. Promotional items worth less than $25 may be distributed by the Proposer to City employees if the Proposer uses the items as routine and standard promotions for the business.

**Involvement of Current and Former City Employees:** If a Proposer 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 Proposer is aware and familiar with the Ethics Code, and educates Proposer workers accordingly.

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

**No Conflict of Interest:** Proposer (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 Proposer performance. The City shall make sole determination as to compliance.

**Campaign Contributions (Initiative Measure No. 122)**
Elected officials and candidates are prohibited from accepting or soliciting campaign contributions from anyone having at least $250,000 in contracts with the City in the last two years or who has paid at least $5,000 in the last 12 months to lobby the City. Please see Initiative 122, or call the Ethics Director with questions. For questions about this measure, contact: Polly Grow, Seattle Ethics and Elections, 206-615-1248 or polly.grow@seattle.gov.

## 7. OFFER SHEET AND MANDATORY SUBMITTALS

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):** A cover letter may be submitted with the proposal. It must not exceed two pages in length and should not contain any service feature or incentive reference not included in the proposal itself.

2. **Legal Name (Optional):** 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, 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. **Vendor Questionnaire: This form is mandatory.** Submit this questionnaire, even if you have submitted one to the City on previous solicitations or contracts.

110917_Fair Business Practices_V

4. **Inclusion Plan: This form is mandatory for each module you are proposing.**

Inclusion Plan 7-15-15.doc

5. **Proposal Response**: **These are mandatory submittals**. Each module listed in Table 4 contains unique mandatory submittal requirements which must be completed. All listed documents under each module category must be submitted at time of bid. If submitting a proposal for more than one (1) module, each module proposed must be clearly marked and submitted separately.

**Table 4 – Proposal Response Documents**

| | **Module 1: Banking Services** | **Module II: Merchant Services** | **Module III: Safekeeping Services** | **Module IV: Commercial card Services** | **Module V: Coin Counting and On-Site Intelligent Safes Services** |
|---|---|---|---|---|---|
| **5.1 Minimum Qualifications** | Minimum Qualification Matrix | Minimum Qualification Merch | Minimum Qualifications Safek | Minimum Qualification Comm | Minimum Qualifications Co n |
| **5.2 Social Responsibility and Fair Business** | Socially Responsible_Fair Bu | Socially Responsible_Fair Bu | Socially Responsible_Fair Bu | Microsoft Word Document | Socially Responsibilty_Fair B |
| **5.3 Required Services** | Required Services Banking.docx | Required Services Merchant Services.d | Required Services Safekeeping.docx | Required Services Commercial Card.do | Required Services Coins and Safes.doc |
| **5.4 Cost/ Fees Proposal** | Cost Proposal Form-Banking.xlsx | Cost Proposal Form - Merchant Services. | Cost Proposal Form - Safekeeping.xlsx | Cost Proposal Form - Commercial Cards.. | Cost Proposal Form - Coin Counting_Saf |

6. **Submittal Checklist**

This checklist is for your convenience only and does not need to be submitted with your proposal. Table 5 summarizes each form or other information required to be completed and submitted as your proposal package(s) to the City.

**Table 5 – Submittal Checklist**

| | |
|---|---|
| **Cover Letter** | Optional |
| **Legal Name** | Optional |
| **Vendor Questionnaire** | Mandatory |

| | |
|---|---|
| **Inclusion Plan** | Mandatory |
| **Minimum Qualifications** | Mandatory |
| **Social Responsibility and Fair Business** | Mandatory |
| **Required Services** | Mandatory |
| **Cost/ Fees Proposal** | Mandatory |

# 8. EVALUATION PROCESS

**Step 1: Initial Screening**: **Minimum Qualifications and Responsiveness**: City shall first review submittals to determine responsiveness and responsibility. Equal Benefits, Minimum Qualifications for those specifications upon which the Proposer is submitting, a responsive and responsible Inclusion Plan, a Vendor Questionnaire that evidences responsibility sufficient to proceed further through evaluation and other elements of responsiveness will be screened in this Step #1. Those found responsive and responsible based on this initial review shall proceed to Step #2.

**Step 2: Proposal Evaluation:** The City will evaluate proposals that successfully pass through the previous Step. The City will evaluate proposals using the criteria below. Responses will be evaluated and ranked. The top scores (including all tie scores) in a competitive range shall continue to Step #3. For each module proposed**,** evaluation criteria will be guided by the weights listed in Table 6.

**Table 6 – Evaluation Criteria**

| | |
|---|---|
| Specific Services and Technical Capabilities | 350 Pts |
| Social Responsibility and Fair Business | 200 Pts |
| Price | 200 Pts |
| Creditworthiness and Stability of Institution | 100 Pts |
| Inclusion | 100 Pts |
| Management and Experience | 50 Pts |
| TOTAL | 1000 Pts |

**Pricing**: Items on Cost Proposal Forms (provided in Table 4) shall be calculated as an element of the evaluation process. Item pricing, including any discount adjustments proposed, will be calculated on the City's provided historical average volumes for line items as currently defined. Every effort should be made to define Proposer's costs in terms which correspond to the historical City volumes provided where available in either the Scope of Work section or on the Cost Proposal Form in the individual modules. Item extended prices will be used to calculate a tabulated total. If an error in math occurs, unit pricing will be considered the correct price and will be used. Considering that different Proposers utilize different units for pricing, if any cost item is missing from cost proposal, the City reserves the right to calculate and compare responses without that cost item considered. All fee categories required to provide the service must be included on the Cost Proposal Form with clear definition of the unit pricing basis.

**Step 3: Interviews/Demonstrations:** The City will will provde scripts and require that Vendors in Step #3 demonstration their proposed module(s). Should only a single Vendor remain active and eligible to provide a demonstration for any proposed modules, the City shall retain the option to proceed with a demonstration or may waive this step for those modules. Scoring from Step #2 will added to scoring in Step #3 for a possible total of 1100 points to determine award.

Interview/Demonstration Scoring: For each module proposed, Interview/Demonstration Scoring will be guided by the weights listed in Table 7.

**Table 7 – Demonstration/Interviews**

| | |
|---|---|
| Specific Services, Technical Capabilities, Management, Relationship and Experience | 75 Pts |
| Social Responsibility and Fair Business | 25 Pts |
| TOTAL | 100 Pts |

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

**Step 4: 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 Proposer 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. 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.

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

**Substantially Equivalent Scores**: If the top two Proposers receive the substantially equivalent scores, the contract will be awarded to that Proposer who, in the opinion of the City, best meets the City needs.

## 9. 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 Proposers 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/city-purchasing-and-contracting/solicitation-and-selection-protest-protocols for these rules. Interested parties have the obligation to be aware of and understand these rules, and to seek clarification from the City. Note there are time limits on protests and Proposers have final responsibility to learn of results in sufficient time for such protests to be filed in a timely manner.

**Limited Debriefs:** The City issues results and award decisions to all proposers. The City provides debriefing on a limited basis for the purpose of allowing bidders to understand how they may improve in future bidding opportunities.

**Instructions to the Apparently Successful Proposer(s):** The Apparently Successful Proposer(s) will receive an Intent to Award Letter ("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 Proposer was allowed to request exceptions in the instructions and chose to do so, the City will review and select those the City is willing to accept. Once the Contract is formulated, the City may identify proposal elements that require further discussion 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 Proposer is to be prepared to respond quickly in City discussions. The City has provided only 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 Proposer for signature.

Once the City has finalized and issued the contract for signature, the Proposer 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 Proposer 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 Proposer, or cancel or reissue this solicitation. Cancellation of an award for failure to execute the Contract as attached may cause Proposer disqualification for future solicitations for this product/service.

**Checklist of Final Submittals Prior to Award**: The Proposer(s) should anticipate that the Letter will require at least the following. Proposers 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 Proposer has already submitted a Taxpayer Identification Number and Certification Request Form (W-9) to the City, the Proposer must execute and submit this form prior to the contract execution date.

W-9 2014.pdf

## Attachments

For convenience, the following documents have been embedded in Icon form within this document. (**Double click on Icon to open**).

**Attachment #1: Insurance Requirements**

INSURANCE TRANSMITTAL RFP_3

**Attachment #2: Contract Terms & Conditions**

Sample Contract Banking Module Or

**Banking Module Only**

Sample Contract all other Modules.docx

**All Other Modules**

**Attachment #3: Legal Rulings**

Ord_124250.pdf

**Ordinance 124250**

Ord_125257.pdf

**Ordinance 125257**

Resn_31740.pdf

**Resolution 31740**