



City of Seattle

REQUEST FOR PROPOSALS Consultant Contract

Project Title:
**Develop Voluntary Universal Prekindergarten (UPK)
Action Plan and Financial Model**

Procurement Schedule

Schedule of Events	Date/Time	Where
Solicitation Release	October 25, 2013	<ol style="list-style-type: none"> Daily Journal of Commerce City of Seattle Consultant Opportunities page: http://www.seattle.gov/contracting/default.htm Office for Education Website page: http://www.seattle.gov/education
Pre-Submittal Conference	November 4, 2013 9:00-11:00 a.m.	Seattle Municipal Tower Room 1600, 16 th Floor Map It 700 5 th Avenue, Seattle, WA 98104 If you would like to refer to hard copy, please bring a copy of this RFP to the Pre-Submittal Conference.
Questions Deadline	November 20, 2013	Email all questions to upk@seattle.gov
Response Deadline	November 27, 2013, 4:30 p.m.	Submission instructions included in Section 7.10 , pg. 10
RFP Interviews	December 16-17, 2013	Office for Education Map It Department of Neighborhoods 700 5 th Ave, Suite 1700 (17 th Floor) Seattle, WA 98104
Announcement of Successful Proposer(s)	December 23, 2013	
Anticipated Contract Negotiation Schedule	Last week of December 2013 or first week of January 2014	
Contract Execution	Last week of December 2013 or first week of January 2014	

*The City reserves the right to modify this schedule.
Changes will be posted on the City's Consultant Opportunities and Office for Education websites
noted above.*

Procurement Contact

Project Manager:

Sonja Griffin, upk@seattle.gov, (206) 684-8835

Unless authorized by the Project Manager, no other City official or employee may speak for the City regarding this solicitation until award is complete. Any Proposer contacting other City officials or employees does so at Proposer's own risk. The City is not bound by such information.

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1. Purpose and Background

On September 23, 2013, The Seattle City Council unanimously passed the “Preschool for All” Resolution ([Resolution 31478](#)), which established the City Council's goal of making voluntary, high-quality preschool available and affordable to all three- and four-year-old Seattle children. Further, the Resolution charged the City’s Office for Education with the development of an Action Plan to achieve this goal.

The City of Seattle plans to contract with a Consultant to develop an Action Plan, Financial Model, and implementation timeline for the creation of an affordable, voluntary, universally available, high-quality prekindergarten (UPK) program for all three- and four-year-olds in Seattle.

The Action Plan, at a minimum, will address programmatic features, tuition, delivery systems, phase-in, governance, program and funding stream coordination, interactive financial models, funding sources, and community consultation. In addition to the Action Plan, the contract with the Consultant will also include ongoing consultation and coordination through the end of 2014.

In addition to responding to the required elements detailed below, the purpose of the Action Plan is to make recommendations how to most efficiently and cost-effectively build a voluntary, high-quality universal prekindergarten program that achieves positive long-term social/emotional and academic outcomes for children, makes the best use of public resources, and incentivizes providers to develop and deliver high-quality programs.

2. Performance Schedule

The primary work for this contract will be from January 2014 to April 2014, but the Consultant will need to be available through December 2014 (see Future Work in 2014 below). Deliverables include:

Phase I: Action Plan and Financial Model Development

1. March 21: Complete Stakeholder Outreach
2. March 21: UPK Action Plan Draft Report due
3. March 21: UPK Draft Interactive Financial Model

Phase II: Submission and Presentation of Final Action Plan and Financial Model

4. April 14: UPK Action Plan Final Report due (incorporating City’s comments)
5. April 14: UPK Final Interactive Financial Model
6. April-early June 2014 (Date to be announced): Present the UPK Action Plan Final Report to the Seattle City Council.

Phase III: Future Work in 2014

April 2014-December 2014: Consultant will need to be available to continue work on City’s UPK efforts, such as responding to additional questions on UPK Action Plan Final Report, continued financial modeling, conducting post-plan outreach, or making Action Plan revisions as needed.

3. Solicitation Objectives

The City expects to achieve the following outcomes through this consultant solicitation:

1. The City seeks an experienced Consultant or team to craft a research-based and achievable Action Plan for establishing a voluntary, high-quality, universally available prekindergarten program in the city of Seattle. The Action Plan should be consistent with the minimum standards outlined in [Resolution 31478](#) adopted by the City Council in September 2013.

2. The City seeks to bring expertise with high-quality early learning systems development to bear in making recommendations that are in line with the best available knowledge and best practices.
3. The City seeks to work with experts whose experience with local early learning programs and funding streams will lead to the creation of a program that integrates with the local landscape and maximizes funding sources and opportunities.
4. The City does not assume that one person or entity will meet all requirements, and recognizes that a team may be needed.

4. Minimum Qualifications

Minimum qualifications are required for a Consultant to be eligible to submit an RFP response. Your submittal response must show compliance to these minimum qualifications. Those that are not responsive to these qualifications shall be rejected by the City without further consideration:

1. Consultant must have successfully completed at least one contract with a public or private agency with a clientele base of size equal to or larger than the City of Seattle's.
2. Consultant must have at least five years' business experience in early learning programming and implementation, early learning research, or early learning policy development.
3. Consultant (or sub-consultant) must have prior experience producing interactive financial models.
4. Consultant (or sub-consultant) has at least one example of other universal preschool plans or similar early learning plans they have developed or worked on.
5. Consultant (or sub-consultant) has knowledge of and familiarity with evidence-based preschool program standards, curriculum, assessments, quality assurance, and professional development.

5. Desired Qualifications

1. Consultant (or sub-consultant) has expertise working on a project of similar size, scope, and budget.
2. Consultant (or sub-consultant) should have someone on the team performing this work who has experience and knowledge of the Seattle early learning community including the geography, demographics, social, political, cultural and linguistic context, and the organizations that work in the early learning field.
3. Consultant (or sub-consultant) has experience and knowledge of federal, state, or local early learning systems, and in issues specific to various elements of the early learning system (e.g., licensing, subsidies, program standards).
4. Consultant (or sub-consultant) has expertise designing interactive and dynamic financial modeling programs and costing out large-scale programs of this nature.
5. Consultant (or sub-consultant) has experience designing or working with a "mixed delivery" UPK model", meaning a high-quality program delivered through a variety of providers, including nonprofit, profit and faith-based organizations, licensed child care centers and family child care (FCC) homes, private schools, ECEAP and Head Start providers, school districts, educational service districts, community and technical colleges, local governments, tribes, and tribal organizations.

6. Scope of Work

Phase I: Action Plan and Financial Model Development, January-April 2014

Building upon the parameters described in the "Preschool for All" resolution, previous research and efforts at the city and state levels (Final Recommendations of the Early Learning Technical Working Group, Berk

Consulting Community Needs Assessment, Berk Consulting Community Mapping Report, Gap Analysis etc.),¹ evidence-based practices, and rigorous scientific research, the Consultant shall develop an Action Plan and Financial Model for the implementation of a voluntary, universally available prekindergarten program (Program) for all children within the city of Seattle.

The proposed Action Plan shall include at least two, but no more than four, options for Program implementation.

The draft Action Plan shall be due to the Office for Education (OFE) by March 21, 2014 and a final Action Plan shall be delivered to OFE by no later than April 14, 2014.

A. Programmatic Features

The Action Plan shall recommend a comprehensive, high-quality prekindergarten program (Program) including evidence-based standards consistent with best practices. The recommended standards must cover the following areas:

1. Basic definition of program quality.
2. Provider eligibility requirements and, if applicable, alternative standards for different types of providers.
3. Classroom hours (per day, per week, per year).
4. Teacher/child ratios and maximum class size.
5. Minimum education and training qualifications for each level of staff (assistant, lead, director, support specialists).
6. Annual professional development requirements, including how the requirements relate to STARS and the MERIT system.
7. Evidence-based elements necessary in curricula to achieve high-quality learning and environments. The Action Plan may recommend the adoption of a single curriculum across all providers or may recommend allowing providers to adopt their own curricula so long as they meet specified evidence-based criteria.
8. Approaches for quality assurance.
9. Options for teacher compensation.
10. Family engagement and parental support elements that develop ongoing and meaningful involvement of parents and guardians.
11. Health services to support physical and emotional child development, including but not limited to, health screenings for vision, dental, hearing, immunizations, nutrition, and mental health.
12. Culturally appropriate language support for children whose first or home language is not English.
13. Kindergarten readiness connections.
14. Other forms of support necessary for the delivery of high-quality education and care to children and families facing additional barriers and challenges such as: homelessness, foster care, immigrant and refugee status, and developmental and physical disabilities.

B. Tuition and Tuition Support

1. The Action Plan shall develop a sliding scale tuition model that charges higher levels of tuition (or lower levels of subsidy) as household income increases. If financially feasible, the model should grant free tuition to families earning at or under 200% of the federal poverty level.

¹ Attachment 13 includes a link to city and state preschool information sources.

2. These recommendations should include a discussion or recommendation on cost-sharing at the top end of the income spectrum.

C. Delivery System

1. The Action Plan shall discuss the strengths and challenges that arise from developing a high-quality, mixed delivery system comprised of nonprofit, profit and faith-based organizations, licensed child care centers and family child care (FCC) homes, private schools, ECEAP and Head Start providers, school districts, educational service districts, community and technical colleges, local governments, tribes, and tribal organizations and recommend options for a delivery system that utilizes a mixed delivery model.
2. The Action Plan must describe what, if any, accommodations and alternative procedures need to be developed in order to achieve high quality and outcomes in the delivery of prekindergarten in a variety of settings (ex. FCC homes).

D. Timeline and Phase-In

1. The Action Plan shall determine when full implementation is achieved and provide recommendations for a 10-year implementation timeline, with alternative recommendations for a maximum 15-year implementation.
2. The options must include strategy and rationale for how to phase-in the Program most effectively and efficiently as resources become available. Specifically, the Action Plan's phase-in proposal must address the resolution's preference for two phases of implementation by age with the Program reaching all four-year-olds first and then adding three-year-olds. A phase-in proposal by geographic region may also be considered.
3. The implementation plan must address the time necessary to build provider capacity in Seattle, both in terms of structural and programmatic capacity and the capacity for educators to achieve the required levels of education and training.
4. The Action Plan must make recommendations on the prioritization of children on a waiting list for the Program.

E. Capacity Building

1. The Action Plan shall address provider supports necessary to ensure families have reasonable access to a diverse array of qualified providers who meet the quality standards.
2. The discussion should include what assistance will be required to help unlicensed preschools meet state licensing standards and what support may be needed to help providers achieve minimum education and training requirements, including degree attainment and completion assistance.

F. Governance and Organizational Structure

The Action Plan shall address possible governance structures for the Program:

1. The Action Plan shall make recommendations on how and which elements can or should be contracted to providers. These recommendations should include a discussion of contracting by program or family vouchers.
2. If an official advisory body has not already been created by the time the Consultant starts work, the Action Plan shall include recommendations on the creation of an advisory body to guide the development of the Program and provide ongoing oversight and support. If/when an advisory body is created, Consultant will inform and gather input from the advisory body.
3. If applicable, the Action Plan will make recommendations on the governance and organizational structure required to meet these requirements as set forth in the Resolution:
 - a. OFE will award funding to service providers based on the quality and effectiveness of the proposed preschool services, use of evidence-based practices, the provider's ability to track and report outcome data, and participation in the Washington Early Achievers Program. In

measuring outcomes, OFE will make appropriate adjustments for preschools that specialize in serving children with additional challenges.

- b. OFE will coordinate the funding and administration of the Seattle Program and all other city programs with existing State and federal programs serving three- and four-year-olds in order to increase, where necessary, the quality of those state- and federally-funded programs to the same quality level of the Seattle Program.
- c. OFE will be responsible for coordinating the program with other local, state, and federal early childhood programs and services, as well as with the Seattle Public Schools, to ensure alignment and continuity of early childhood experiences and successful transitions from infant and toddler programs into preschool and into kindergarten.
- d. OFE will coordinate across early childhood programs data sharing and data system integration, referrals for children and families with special needs, and alignment of curriculum.

G. Coordination with Current Programs and Funding Sources

1. The Action Plan shall recommend a course of action for integration and alignment between the new Seattle Program and current publicly-funded programs operating within the city, including Step-Ahead, Early Childhood Education Assistance Program (ECEAP), the Comprehensive Child Care Program (CCCCP), Head Start, and any public school or district operated programs separate from those mentioned previously. The recommendations shall discuss opportunities for adjusting standards, issuing waivers, or achieving evolution in interpretations of standards.
2. The Action Plan shall address how the Program shall work in coordination with state child care licensing standards and the Early Achievers ratings.
3. The Action Plan shall address integration with plans at the state level for the expansion of ECEAP slots and the increase in funding per slot.
4. The Action Plan and Financial Model should include flexibility to account for additional policy possibilities such as the passage of a national preschool program, changes in Head Start resources, or an increase in federal resources for high-quality early learning programs.

H. Financial Models and Funding

1. Linked to the Action Plan, the Consultant must develop a dynamic and interactive Financial Model in Excel that covers cost estimates for each option recommended. The model should itemize costs so that amounts can be adjusted if different options are considered. The model must include:
 - a) The average level of funding necessary each year per child to deliver high-quality care and any costs associated with increasing quality at existing providers to achieve the level of quality required to become an authorized provider of the Program.
 - b) Sufficient funding for independent evaluations which, when combined with the City's administration costs for the Program, does not exceed 15% of the total Program.
 - c) The cost to enroll the un-served children in Seattle.
2. The Action Plan shall make recommendations on braiding, blending, and integrating existing federal, state, and local funding sources to the greatest extent possible.

The **draft** Financial Model shall be due to the Office for Education by March 21, 2014, and the **final** Financial Model shall be delivered to OFE by no later than April 14, 2014.

I. Consultation

The Action Plan must demonstrate stakeholder engagement and consultation.

1. As per the Resolution, those consulted should include experts in evidence-based early learning programs, current providers of early learning programs and their representatives, the Seattle School District, and parents and guardians.

2. Additional experts consulted should also include, but not be limited to, an early learning professional possessing practical experience with evidence-based programs designed for English language learners as well as an academic researcher with extensive training and experience in evaluation and assessment methods used for early learning programs.

J. Outcomes and Evaluation

The Action Plan must make recommendations on an overarching strategy for how the quality and effectiveness of the Program shall be monitored and evaluated, including:

1. Baseline data.
2. Desired short- and long-term outcomes and the individual, programmatic, and systemic indicators used to measure success.
3. Rigorous, ongoing, longitudinal evaluations and an annual review of the Program.
4. Systems to incorporate feedback from parents and guardians, providers, and the public.
5. How the evaluations of the Program should relate to or dovetail with the assessments used in other programs, including Teaching Strategies GOLD in ECEAP and WaKIDS.

Phases II and III

The Consultant will be expected to attend stakeholder meetings and public hearings to present information as necessary to City Council. It is anticipated that at least 5-10 meetings or hearings will be required. All meetings will be held in the City of Seattle. Presentation of the completed Action Plan to individual Councilmembers may also be required. The number of such presentations is to be determined.

- A. **Phase II: Submission and Presentation of Final Action Plan and Financial Model April-early June 2014:** The Consultant shall work with the Office for Education to refine and revise the Action Plan in advance of presentation to the City Council. The Consultant shall co-present the Action Plan to the City Council and its relevant subcommittees as necessary.
- B. **Phase III: Future Work in 2014, April-December 2014.** Through the remainder of the year, the Consultant shall be on call to the Office for Education and members of the City Council to answer questions and support the development of a detailed implementation plan that will address more in-depth issues such as specific assessments and curriculum.

7. Response Materials and Submittal

Prepare your response as follows. Use the following format and provide all attachments. Failure to provide all information below on proper forms and in order requested, may cause the City to reject your response.

- 1. Letter of interest (optional).**

The following items are mandatory:

- 2. Legal Name:** Submit a certificate, copy of web-page, or documentation from the Secretary of State in which you incorporated that shows your company legal name. Many companies use a "Doing Business As" name or nickname in daily business; the City requires the legal name for your company. 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. For the State of Washington, see <http://www.secstate.wa.gov/corps/>

3. **Minimum Qualifications:** Provide a response limited to 2 pages that lists each Minimum Qualification, and exactly how you achieve each minimum qualification listed on Page 4. Remember that the determination you have achieved all the minimum qualifications is made from this page. The Project Manager is not obligated to check references or search other materials to make this decision.
4. **Consultant Questionnaire:** Submit the following in your response, even if you sent one in to the City for previous solicitations.



Consultant
Questionnaire 5-8-13

5. **Proposal Response:** This document details the forms, documents and format for your proposal response to the City. In addition to the required documents 2, 3, and 4 above, please provide the following information for your proposal response. Please limit your proposal response to 25 double-sided pages and follow the Response Submission Instructions listed in [Item 10](#) below.

- 5A: **A Proposed Delivery of Services:** Please detail your analytical and professional approach to all the deliverables requested in this RFP. This document should summarize your proposed work plan, in a comprehensive, but concise, manner. Partial proposals will not be accepted.
- 5B: **Project Work Plan:** Be specific about tasks and subtasks proposed to accomplish the scope of work and who will accomplish them.
- 5C: **Desired Qualifications:** Please detail how you relate to each of the desired qualifications listed in [Section 5 – Desired Qualifications](#). Be specific about which qualifications you meet and which you will work with partners or subcontractors to achieve.
- 5D: **Team Composition and Competencies:** Include a document listing all assigned staff and their experiences and expertise that related to this project. Preferred consultant will be able to demonstrate significant use of subject matter experts. Please also include a list of all proposed partners and subcontractors, their experience, and what roles they will play.
- 5E: **Proposed Communications and Reporting Protocols:** Include a description of how you would communicate the project status throughout the development of the Action Plan and Financial Model to various City audiences and in what format(s). Please list the name/s of the main point of contact for each part of the project.
- 5F: **Availability Statement:** Statement indicating availability to work with the Office for Education and City Council on an as-needed basis through the end of 2014.

6. **Cost Proposal.** (see embedded document below.) Please fill out and submit the attached Cost Proposal. The maximum cost for this work is \$250,000.



Cost Proposal.xlsx

7. **Ethnic and Community Early Childhood Stakeholder Outreach Plan.** You must respond to the embedded questions, with a clear and detailed response. The response should be limited to 2 pages.



Ethnic community
outreach plan v.2.doc

- 8. Prior Work Samples.** Please provide at least one sample of (or link to) a project of similar scope and at least one sample of (or link to) a similar financial modeling performed by your agency or subcontractor.
- 9. List of Professional References.** Please provide at least three references that can speak to your experience doing work similar to this proposal.

Package Checklist:

Your response should be packaged with each of the following. This list assists with quality control before submittal of your final package. Addenda may change this list; check any final instructions:

1. Letter of Interest (optional)
 2. Proof of Legal Name
 3. Minimum Qualifications
 4. Consultant Questionnaire (see embedded form).
 5. Proposal Response (see Proposal Response Section, above).
 6. Cost Proposal (see embedded form)
 7. Ethnic and Community Early Childhood Stakeholder Outreach Plan (see embedded form).
 8. Prior Work Samples
 9. List of Professional References
- 10. Response Submission.** Responses are due and ***must be received by*** November 27, 2013 at 4:30 p.m. Please mail or hand-deliver **six (6) paper copies** of your RFP. You must also send the files electronically (see below for email instructions).

Responses to each of the narrative sections above must follow the page limits identified in the instructions for each package item, where applicable. All narrative responses must be on 8½" X 11" paper, typed or word-processed, minimum size 11 font, with 1-inch margins, double-sided, page-numbered, and stapled with the other attachments.

Responses should not be sent with covers, binders, or computer disks.

Send hard copies:

By US mail: Office for Education
 RFP – UPK
 PO Box 94649
 Seattle, WA 98124-4649

Hand-deliver [Map It](#)
or FedEx/UPS: Office for Education
 RFP – UPK
 Department of Neighborhoods
 Seattle Municipal Tower
 700 5th Avenue, Suite 1700
 Seattle, WA 98104

Send Electronic copy to: upk@seattle.gov

- You will submit files only in MS Word or Adobe PDF or MS Excel. The 25-page maximum Proposal Response (items 5A-5F) should be submitted as one file. The Cost Proposal should be submitted in Excel.
- Please use the following naming convention for the electronic files:

[ConsultantName]_UPK_RFP_Item#_Item

For example: *StarConsulting_UPK_RFP_1_Letter of Interest*

- Use this format for your email Subject Heading:
[ConsultantName]_UPK_RFP

Submittal Questions: upk@seattle.gov or 206-684-8835

8. Selection Process

- 8.1 Initial Screening:** The City will review the Proof of Legal Name, Minimum Qualification Sheet, and Consultant Questionnaire responses for responsiveness and responsibility. Those found responsive and responsible based on an initial screening shall proceed to Step 2: evaluating the Proposal Response, Cost Proposal, Ethnic and Community Stakeholder Outreach Media Plan, Prior Work Samples, and List of Professional References.
- 8.2 Proposal Evaluation:** The City will evaluate proposals using the criteria below. Responses will be evaluated, scored, and ranked.

Evaluation Criteria:

Proposal Section Number	Evaluation Criteria	Scoring (Points)
5A: Proposed Delivery of Services	<ul style="list-style-type: none"> Deliverables requested in RFP have been fully addressed in proposal Summary of work plan included 	25
5B: Project Work Plan	<ul style="list-style-type: none"> Work plan includes specific tasks/subtasks and who will accomplish them 	25
5C: Desired Qualifications	<ul style="list-style-type: none"> Meets the desired qualifications 	15
5D: Team Composition and Competencies	<ul style="list-style-type: none"> Lead staff and all subcontractors have related experience Details of specific roles are included 	10
5E: Proposed Communications and Reporting Protocols	<ul style="list-style-type: none"> Various communication strategies and formats are included and proposal demonstrates an understanding of the complexity of City government. 	10
5F: Availability Statement	<ul style="list-style-type: none"> Proposal includes a description of Consultant's availability 	5
6: Cost Proposal	<ul style="list-style-type: none"> Proposal includes itemized costs for all deliverables Costs appear to be reasonable and within the Scope of Work Proposal clearly describes costs 	10
7: Ethnic and Community Early Childhood Stakeholder Outreach Plan	<ul style="list-style-type: none"> Proposal answers all of the questions and demonstrates an understanding of Seattle early learning community 	Meets/Does Not Meet
8: Prior Work Samples	<ul style="list-style-type: none"> Prior work samples (or links) of similar scope and size are included 	Meets/Does Not Meet

9. List of Professional References	<ul style="list-style-type: none"> • Proposal provides a list of at least three professional references 	Meets/Does Not Meet
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- 8.3 Interviews:** The City may interview top ranked firms that are most competitive. 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 individuals who do not work for the Consultant or are on the project team without advance authorization by the City Project Manager.
- 8.4 References:** The City may contact one or more references. The City may use references named or not named by the Proposer.
- 8.5 Selection:** The City shall select the highest ranked Proposer(s) for award including the interview (if applicable) and written proposal.
- 8.6 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. The City does not intend to negotiate the base contract, which has been attached (see [Attachments](#)).
- 8.7 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.

9. Award and Contract Execution

The Project Manager will provide timely notice of an intent to award to all Consultants responding to the Solicitation.

9.1 Protests to Project Manager.

Interested parties that wish to protest any aspect of this RFP selection process provide written notice to the City Project Manager for this solicitation. Note the City shall notify Federal Transit Administration if protesting a solicitation for contracts with FTA funds.

9.2 Protests – City Purchasing and Contracting Services.

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.

9.3 Debriefs.

For a debrief, contact the City Project Manager.

9.4 Instructions to the Apparently Successful Consultant(s).

The Apparently Successful Consultant(s) will receive an Intent to Award Letter from the Project Manager after award decisions are made by the City. The Letter will include instructions for final submittals due prior to execution of the contract.

Once the City has finalized and issued the contract for signature, the Consultant must execute the contract and provide all requested documents within 10 business days. This includes attaining a Seattle Business License, payment of associated taxes due, and providing proof of insurance. If the Consultant fails to execute the contract with all documents within the 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.

9.5 Checklist of Final Submittals Prior to Award.

The Consultant(s) should anticipate the Letter will require at least the following. Consultants are encouraged to prepare these documents when 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 required)
- Special Licenses (if any)

9.6 Taxpayer Identification Number and W-9.

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



W9 2013.pdf

10. Contract Modifications

The City consultant contract is attached (See Section 12: [Attachments](#)).

Consultants submit proposals understanding all Contract terms and conditions are mandatory. Response submittal is agreement to the Contract without exception. The City reserves the right to negotiate changes to submitted proposals and to change the City's otherwise mandatory Contract form during negotiations. If the Consultant is awarded a contract and refuses to sign the attached Contract form, the City may reject the Consultant from this and future solicitations for the same work. Under no circumstances shall Consultant submit its own boilerplate of terms and conditions.

11. Procedures and Requirements

This section details City instructions and requirements for your submittal. The City reserves the right in its sole discretion to reject any Consultant response that fails to comply with the instructions.

11.1 Registration into City Registration System.

If you have not previously done so, register at: <http://www2.seattle.gov/ConsultantRegistration/>. The City expects all firms to register. Women- and minority- owned firms are asked to self-identify. For assistance, call 206-684-0444.

11.2 Pre-Submittal Conference.

The City offers an optional pre-submittal conference at the time and date on Page 1. Proposers are highly encouraged to attend but it is not required. The conference answers questions about the solicitation and clarifies issues. This also allows Proposers to raise concerns. Failure to raise concerns over any issues during this opportunity will be a consideration if any protest is filed regarding such items known as of this pre-proposal conference. If you attend the conference, please bring a copy of this RFP with you. Proposers from out of the area who need to call in to this pre-proposal conference should notify the City by sending an email to upk@seattle.gov. Call-in instructions will be added to our website by November 1.

11.3 Questions.

Proposers may submit written questions to upk@seattle.gov until the deadline stated on Page 1. The City prefers questions be through e-mail to the City Project Manager. 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 Consultant to assure they receive responses to Questions if any are issued.

11.4 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 Project Manager. Addenda shall become part of this RFP and included as part of the Contract.

11.5 Receiving Addenda and/or Question and Answers.

It is the obligation and responsibility of the Consultant 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 Project Manager. The Project Manager may reject the submittal if it does not fully incorporate an Addendum.

11.6 Proposal Submittal.

- a. Proposals must be received into the City no later than the date and time on Page 1 except as revised by Addenda. The submitter has full responsibility to ensure the response arrives at the City within the deadline. A response delivered after the deadline may be rejected unless waived as immaterial by the City given specific fact-based circumstances.
- b. All pages are to be numbered sequentially, and closely follow the requested formats.
- c. The City has page limits specified in the submittal instructions section. Any pages that exceed the page limit will be excised from the document for purposes of evaluation.

Hard Copy Submittal.

- a. The City will not accept Fax and CD copies as an alternative to the paper or electronic e-mail copy submittal. If a CD or fax version is delivered to the City, the paper or electronic e-mail copy will be the only official version accepted by the City. Delivery is to the location specified on Page 1.
- b. Hard-copy responses should be in a sealed box or envelope marked and addressed with the format specified in Item 7.10. If submittals are not marked, the Proposer has risks of the response being misplaced and not properly delivered.
- c. The Submittal may be hand-delivered or otherwise be received by the Program Administrator at the address provided, by the submittal deadline. Delivery errors will result without careful attention to the proper address.
- d. Please do not use plastic or vinyl binders or folders. The City prefers simple, stapled paper copies.

Electronic Submittal.

Please email submittal documents to upk@seattle.gov by the deadline listed on Page 1 or as otherwise amended.

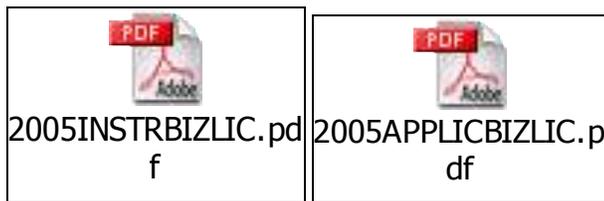
- a. Title the e-mail as indicated in Item 7.10 so it won't be lost in an e-mail stream.
- b. Any risks associated are borne by the Proposer.
- c. The City e-mail system will allow documents up to 20 Megabytes.

11.7 License and Business Tax Requirements.

The Consultant must meet all applicable licensing requirements immediately after contract award or the City may reject the Consultant. Companies must license, report and pay revenue taxes for the Washington State business License (UBI#) and Seattle Business License, if required by law. Carefully consider those costs before submitting an offer, as the City will not separately pay or reimburse such costs.

Seattle Business Licensing and associated taxes.

- a. 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.
- b. A “physical nexus” means you have physical presence, such as: a building/facility 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.).
- c. We provide a Consultant Questionnaire Form in our submittal package items later in this RFP, and it will ask you to specify if you have “physical nexus”.
- d. 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.
- e. The apparent successful Consultant(s) 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.
- f. Self-Filing: You can pay your license and taxes on-line using a credit card
<https://dea.seattle.gov/self/>
- g. 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.
- h. The licensing website is <http://www.seattle.gov/rca/taxes/taxmain.htm>.
- i. The City of Seattle website allows you to apply and pay on-line with a Credit Card if you choose.
- j. If a business has extraordinary balances due on their account that would cause undue hardship to the business, the business can contact the RCA office (see contacts above in #7) to request additional assistance. A cover-sheet providing further explanation, with the application and instructions for a Seattle Business License is provided below.
- k. 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 Consultant 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.



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

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

11.8 Proposer Responsibility to Provide Full Response.

It is the Proposer’s responsibility to respond 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.

11.9 No Guaranteed Utilization.

The City does not guarantee utilization of this contract. The solicitation may provide estimates of utilization; such information is for Consultant convenience and not a usage guarantee. The City reserves the right to multiple or partial awards, and/or to order work based on City needs. The City may turn to other appropriate contract sources or supplemental contracts, to obtain these same or similar services. The City may re-solicit for new additions to the Consultant pool. Use of such supplemental contracts does not limit the right of the City to terminate existing contracts for convenience or cause.

11.10 Expansion Clause.

The contract limits expansion of scope and new work not expressly provided for within the RFP.

Expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with the following: (a) New Work is not reasonable to solicit separately; (b) is for reasonable purpose; (c) was not reasonably known by the City or Consultant at time of solicitation or was mentioned as a possibility in the solicitation (e.g., future phases of work, or a change in law); (d) is not significant enough to be regarded as an independent body of work; (e) would not attract a different field of competition; and (f) does not vary the identity or purpose of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not subject to these limitations, such as additional phases of Work anticipated during solicitation, time extensions, and Work Orders issued on an On-Call contract. Expansion must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

11.11 Right to Award to next ranked Consultant.

If a contract is executed resulting from this solicitation and is terminated within 90-days, the City may return to the solicitation process to award to the next highest ranked responsive Consultant by mutual agreement with such Consultant. New awards thereafter are also extended this right.

11.12 Negotiations.

The City may open discussions with the apparent successful Proposer, to negotiate costs and modifications to align the proposal or contract to meet City needs within the scope sought by the solicitation.

11.13 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 Q&A deadline on page 1.

11.14 Cost of Preparing Proposals.

The City is not liable for costs incurred by the Proposer to prepare, submit and present proposals, interviews and/or demonstrations.

11.15 Readability.

The City's ability to evaluate proposals is influenced by the organization, detail, comprehensive material and readable format of the response.

11.16 Changes or Corrections to Proposal Submittal.

Prior to the submittal due date, a Consultant may change its proposal, if initialed and dated by the Consultant. No changes are allowed after the closing date and time.

11.17 Errors in Proposals.

Proposers are responsible for errors and omissions in their proposals. No error or omission shall diminish the Proposer's obligations to the City.

11.18 Withdrawal of Proposal.

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

11.19 Rejection of Proposals.

The City may reject any or all proposals with no penalty. The City may waive immaterial defects and minor irregularities in any submitted proposal.

11.20 Incorporation of RFP and Proposal in Contract.

This RFP and Proposer's response, including promises, warranties, commitments, and representations made in the successful proposal once accepted by the City, are binding and incorporated by reference in the City's contract with the Proposer.

11.21 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 or from direct supervision by a City employee. Prohibited supervision tasks include conducting a City of Seattle Employee Performance Evaluation, preparing and/or approving a City of Seattle timesheet, administering employee discipline, and similar supervisory actions.

Contract workers shall not be given City office space unless expressly provided for below, and in no case shall such space be provided for over 36 months without specific authorization from the City Project Manager.

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

11.22 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 your equal benefits status.

11.23 Women and Minority Subcontracting.

The Mayor's Executive Order and City ordinance require the maximum practicable opportunity for successful participation of minority and women-owned subcontracts. All proposers must agree to SMC Chapter 20.42, and seek meaningful subcontracting opportunities with WMBE firms. The City requires a plan for including minority- and women-owned firms, which becomes a material part of the contract. The Plan must be responsive in the opinion of the City, which means a meaningful and successful search and commitments to include WMBE firms for subcontracting work. The City reserves the right to improve the Plan with the winning Consultant before contract execution. Consultants should use selection methods and strategies sufficiently effective for successful WMBE participation. At City request, Consultants must furnish evidence such as copies of agreements with WMBE subcontractors either before contract execution or during contract performance. The winning Consultant must request written approval for changes to the Inclusion Plan once it is agreed upon. This includes changes to goals, subconsultant awards and efforts.

11.24 Insurance Requirements.

Any special insurance requirements are provided as an Attachment. If attached, provide proof of insurance to the City before Contract execution. The City will remind the apparent successful Proposer in the Intent to Award letter. The apparent successful Proposer must promptly provide proof of insurance to the City Project Manager.

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

11.25 Proprietary and Confidential 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 bid or proposal submittals, agreement documents, contract work product, or other bid material. Some records or portions of records are legally *exempt from disclosure* and can be redacted or withheld. The Public Records Act (RCW 42.56 and RCW 19.10)8 describes those exemptions. Proposers must familiarize themselves with the Washington State Public Records Act (PRA) and the City of Seattle’s process for managing records.

The City will try to redact anything that seems obvious in the City opinion for redaction. For example, the City will black out (redact) Social Security Numbers, federal tax identifiers, and financial account numbers before records are made viewable by the public. However, this does not replace your own obligations to identify any materials you wish to have redacted or protected, and that you think are so under the Public Records Act (PRA).

Protecting your Materials from Disclosure (Protected, Confidential, or Proprietary)

You must determine and declare any materials you want exempted (redacted), and that you also believe are eligible for redaction. This includes but is not limited to your bid submissions, contract materials and work products. Proposers must familiarize themselves with the Washington State Public Records Act (PRA) and the City of Seattle’s process for managing records.

How to Identify Materials You Consider Exempt from Disclosure

Proposal Submittals

If you wish to assert exemptions in the materials in your proposal related to its proprietary nature per RCW 42.56.270, you must clearly identify your exemption request in the Vendor Questionnaire in the Non-Disclosure Request Section.

Contract Work Products

If you wish to assert exemptions for your contract work products you must clearly and specifically notify the City Project Manager at the time such records are generated.

Please note that the City cannot accept and will not honor a generic marking of materials, such as marking everything with a document header or footer, page stamp, or a generic statement that a document is non-disclosable, exempt, confidential, proprietary, or protected. You may not exempt an entire page unless each sentence is entitled to exemption; instead, identify paragraphs or sentences that meet the RCW exemption criteria you are relying upon.

City’s Response to a Public Records Act Requests

The City will prepare two versions of your materials:

(Full Redaction) A public copy that redacts (blacks out) standard exemptions as required by the PRA and the materials or text that you identified as exempt.

(Limited Redaction) A copy that redacts (blacks out) only the standard exemptions required by the PRA, but does not redact (black out) the exemptions you identified.

The fully redacted version is made public upon contract execution and will be supplied without any notification to you.

The Limited Redaction will be released only after you have received “third party notice” that allows you the legal right under RCW 42.56.540 to bring a legal action to enjoin the release of any records you believe are not subject to disclosure.

If the original requestor wants to see the Limited Redacted or original versions, the City will provide you with “third party notice”. You will then have ten business days to obtain a temporary restraining order while you pursue a court injunction. A judge will determine the status of your exemptions and the Public Records Act.

Requesting Disclosure of Public Records

The City asks proposers and their companies to refrain from requesting public disclosure of proposal records until an intention to award is announced. This shelters the solicitation process, particularly during evaluation and selection or if a cancellation occurs with 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.

11.26 Ethics Code.

Please familiarize yourself with the City Ethics code: http://www.seattle.gov/ethics/etpub/et_home.htm. Attached is a pamphlet for Consultants, Customers and Clients. Any questions should be addressed to Seattle Ethics and Elections Commission at 206-684-8500.



contractor-vendorbrochure[1].pdf

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.

Involvement of Current and Former City Employees.

The Consultant Questionnaire within your submittal documents prompts you to disclose any current or former City employees, official or volunteer that is working or assisting on solicitation of City business or on completion of an awarded contract. Update that information during the contract.

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.

No Conflict of Interest.

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.

11.27 Background Checks and Immigrant Status.

The City has strict policies regarding the use of Background checks, criminal checks and immigrant status for contract workers. The policies are incorporated into the contract and available for viewing on-line at <http://www.seattle.gov/business/WithSeattle.htm>

12. Attachments

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

Attachment #1: Insurance Requirements

- No proof of insurance is required.
- Proof of insurance is required, see the embedded requirements below.



Insurance2012.doc

Attachment #2: Consultant Contract



Agreement
8-5-13.doc

13. Reference Links

The City's Preschool for All Plan Website located below includes links to Resolution 31478, information sources, prior Council committee briefings, State of Washington recommendations, and news coverage on preschool.

<http://www.seattle.gov/council/issues/PreschoolforAll/default.html>

Resolution 31478:

http://www.seattle.gov/council/issues/PreschoolforAll/2013%2008%2023%20Resn_31478%20as%20a_dopted.pdf