



City of Seattle

Department of Education and Early Learning (DEEL) REQUEST FOR PROPOSALS

Project Title:

Understanding the Value of City Supports for the Seattle Preschool Program – 2018 Process Evaluation

Procurement Schedule

Schedule of Events	Date/Time	Where
Solicitation Release	Monday, July 2, 2018	1. Daily Journal of Commerce 2. Department of Education and Early Learning website page: http://www.seattle.gov/education
Pre-Submittal Conference	2:30pm-3:30pm Friday, July 13, 2018	Seattle Municipal Tower Room 1716, 17 th Floor Map It 700 5 th Avenue, Seattle, WA 98104 If you would like to refer to a hard copy, please bring a copy of this RFP to the Pre-Submittal Conference.
Questions Deadline	July 17, 2018	E-mail all questions to raka.bhattacharya@seattle.gov
Response Deadline	August 3, 2018	RFP Submission instructions included in Section 7.9 , pg. 8
RFP Interviews	August 15 & 16, 2018	Department of Education and Early Learning (DEEL) Map It 700 5 th Ave, Suite, Room TBD Seattle, WA 98104
Announcement of Successful Proposer(s)	Wednesday, August 22, 2018	
Anticipated Contract Negotiation Period	August 27-31, 2018	
Contract Execution	Will be determined at DEEL's discretion	

The City reserves the right to modify this schedule.

Changes will be posted on the City's Funding Opportunities page on the DEEL website:

<http://www.seattle.gov/education/for-providers/funding-opportunities>

Procurement Contact

Project Manager:

Raka Bhattacharya, raka.bhattacharya@seattle.gov, (206) 733-9794

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

This Request for Proposal (RFP) seeks qualified consultants and/or researchers to execute a process evaluation of the 2018-19 school year of the Seattle Preschool Program. The maximum cost for this work is \$150,000.

DEEL's mission, under the direction of Mayor Jenny Durkan, is to transform the lives of Seattle's children, youth, and families through strategic investments in education. The goal of the DEEL Early Learning Division is to provide children the opportunity to thrive in school and beyond by investing in early learning programs and activities that support children's kindergarten readiness. To realize DEEL's mission and achieve the Early Learning Division's goal, DEEL contracts with quality school- and community-based early learning partners with a focus on organizations that serve children from historically-marginalized populations.

On November 4, 2014, Seattle voters approved a four-year, \$58 million property tax levy to provide "accessible high-quality preschool services for Seattle children designed to improve their readiness for school and to support their subsequent academic achievement." Approved by Seattle voters, the Seattle Preschool Program (SPP) Levy proceeds are used to achieve the following outcomes city-wide:

- Children will be ready for school.
- All students will achieve developmentally-appropriate pre-academic skills.
- All students will develop both socially and emotionally.
- The readiness gap will be eliminated for SPP participants.

The work completed as a result of this solicitation is guided, in part, by the Seattle Preschool Program Comprehensive Evaluation Strategy (<https://goo.gl/eaQe3M>), approved by the Seattle City Council in August 2015.

For more detailed information about the Seattle Preschool Program, please see our [SPP website](#) and [Dashboard](#).

2. Solicitation Objectives

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

1. The City seeks an experienced Consultant or team with a strong track record of applying a racial equity lens to produce a process evaluation report of the Seattle Preschool Program (SPP), the purpose of which is to provide a rich understanding of how agencies that partner with the City implement City standards, leverage City support, and navigate City systems in their organizational contexts.
2. The City seeks to increase its understanding of how its investments impact SPP Providers, families, and children through a series of case studies informed by SPP site-level qualitative and quantitative data.

3. Performance Schedule

DEEL structures agreements on deliverables, not activities or time allotments. It is permissible to use effort to estimate cost, but the final payment will be made upon receipt and approval of deliverables.

The primary work for this contract will be from September 2018 through July 2019. DEEL anticipates the following activity schedule, but will look to the successful consultant to develop the schedule of deliverables.

Phase 1: Evaluation Planning and Case Study Selection (Fall, 2018)

Phase 2: Initial Data Collection (Fall, 2018)

Phase 3: Review and Refinement of Evaluation Plan (Late fall, 2018)

Phase 4: Further Data Collection, Presentations of Case Studies, and Strategic Learning Sessions (Spring, 2019)

Phase 5: Final Deliverables and Debrief (Summer, 2019)

4. Minimum Qualifications

The City has minimum qualifications for a Consultant to be eligible to submit an RFP response. The submittal response must show compliance with these minimum qualifications. Submittals that are not responsive to these qualifications shall be rejected by the City without further consideration:

1. Consultant (or sub-consultant) has conducted evaluations related to the early childhood field within the last three years.
2. Consultant (or sub-consultant) has demonstrated experience conducting evaluations that utilized mixed-methods approach (integrated qualitative and quantitative methods).
3. Consultant (or sub-consultant) has knowledge and experience with culturally responsive evaluation practices, including demonstrated ability to conduct data collection approaches that deliver the perspectives of communities that have been historically marginalized in government policy, including: communities of color, linguistically-diverse communities, immigrant communities, and other communities that have experienced barriers to participation in public programs.
4. The selected consultant will need to show proof of the following business requirements:
 - WA State Business License
 - City of Seattle Business License
 - Insurance Documentation with general liability of at least \$1,000,000
 - An Acord Certificate of Insurance
 - Additional Insured Endorsement or Blanket Policy Wording showing the City of Seattle as an additional insured

These documents are not needed for the application process; however, they will be necessary during contract execution with the successful applicant.

5. Desired Qualifications

1. Consultant has expertise working on a project of similar size, scope, and budget.
2. Consultant (or sub-consultant) has knowledge and experience conducting evaluations with an early learning focus that have included a rigorous, systematic qualitative methodology.
3. Consultant (or sub-consultant) can demonstrate competencies in executing evaluations that informed the development and/or refinement of publicly-funded programs or investment strategies.
4. Consultant has experience implementing evaluations that inform refinement of operations and/or professional development practices.
5. Consultant has experience facilitating strategic learning sessions.

6. Scope of Work

The 2018-19 school year is the final year of the 4-year demonstration phase of the Seattle Preschool Program. As we move beyond the Demonstration Phase of SPP, DEEL recognizes that a one-size-fits-approach is insufficient to meet the needs of our diverse provider community. DEEL seeks to gain a better understanding of how City requirements, supports, and systems impact our provider community.

The purpose of the 2018 Seattle Preschool Program Process Evaluation is to provide a rich understanding of how agencies that partner with the City implement City standards, leverage City support, and navigate City systems in their organizational contexts. The end-product will be a series of case studies of SPP sites representing SPP's service delivery models (center-based, school-based, and family child care home-based).

Findings from this evaluation will support SPP as it moves beyond its demonstration phase.

Evaluation approach should utilize both qualitative and quantitative methodologies. For example: interviews with SPP directors, staff, and parents; site observations; document review; and analyses of DEEL data. DEEL staff interviews and community surveys should be used sparingly.

Areas of Evaluation and Example Questions (evaluation questions will be developed in partnership with DEEL staff):

1. Best practices
 - What are some best practices we are seeing among providers that have demonstrated effectiveness in complying with SPP program standards during the Demonstration Phase?
2. Additional supports and services
 - How do supports for Dual Language Learners vary between providers?
 - How do various approaches affect quality?
3. The SPP site experience
 - How are center directors and coaches using classroom observation data to support teachers?
 - What are some key roles and responsibilities that DEEL will need as we expand our model?

Possible Work Phases

- Phase 1: Evaluation Planning and Case Study Selection – Phase to develop evaluation questions and approaches, including the selection of SPP providers to utilize for case studies. This phase would involve planning with select DEEL staff to further refine evaluation questions and determine SPP site selection.
- Phase 2: Review and Refinement of Evaluation Plan (Fall, 2018) – refinement of research plan to add or modify evaluation questions identified in Phase 1 discussions.
- Phase 3: Initial Data Collection (Late fall, 2018) – Initial data collection period to inform routine strategic learning sessions focused on the selected SPP sites.
- Phase 4: Further Data Collection, Case Studies Presentation and Strategic Learning Sessions (Spring, 2019) – Continued data collection and case studies. Routine strategic learning sessions held to synthesize evaluation learnings with updates to DEEL.
- Phase 5: Final Deliverables and Debrief (Summer, 2019) – Summary of briefs delivered throughout the project life-cycle; and, evaluation into a summary report, executive summary and final debrief meeting.

Deliverables

The final evaluation process will be finalized through during the contract development process with the DEEL project manager, staff, and consultant input. DEEL envisions that the successful proposal will lead with cultural responsiveness, be embedded in cultural and social conditions of the community and demonstrate flexibility in the planning and reporting process. The proposal should highlight significant milestones of the ten months for this project cycle.

One example of a deliverables schedule for this project would be as such:

Deliverable 1-- Evaluation Plan

Deliverable 2—SPP Case Studies (5-7)

Deliverable 3-- DEEL Learning Sessions and Briefs

Strategic learnings sessions around DEEL staff review of case studies with convenings and briefs documenting post-learning session.

Deliverable 4-- Final Report

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's 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; this 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 listed on Page 4, and exactly how you achieve each minimum qualification. Remember that the determination you have achieved all the minimum qualifications is made from list described on 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 with your response, even if you sent the questionnaire in to the City for previous solicitations.



Consultant
Questionnaire 5-8-13

5. **Proposal Response:** In addition to the required Documents 2, 3, and 4 above, please provide the following information in your proposal response. Please limit your proposal response to 10 double-sided pages and follow the Response Submission Instructions listed in [Item 9](#) below. Your proposal should be comprehensible to an educated non-expert.
 - 5A: **Team Composition and Competencies:** Include a document listing all team members, including proposed partners and subcontractors, and their experiences and expertise related to this project. Please detail specific team members relative to each of the minimum and desired qualifications listed in Section 4, Minimum Qualifications, and Section 5, Desired Qualifications. *(Maximum three pages, minimum spacing 1.2 lines)*
 - 5B: **Anticipated Evaluation Approach:** Describe how you would approach the scope of work and answering the evaluation questions. Also list any other evaluation questions you feel would

strengthen the work. In your description, please list team member roles as they pertain to the data collection, analysis and reporting. Lastly, please describe how you anticipate using a race and social justice lens in the work. (*Maximum six pages, minimum spacing 1.2 lines.*)

5C: Proposed Communications and Reporting Protocols: Include a description of how you would communicate the project status throughout the development of the deliverables to DEEL, and your presentation approach to the Seattle Preschool Program’s Process Evaluation. (*Maximum three pages, minimum spacing 1.2 lines*)

- 6. Cost Proposal.** Please submit a detailed budget that include hours by task and hourly rates for team members participating on the project. The maximum cost for this work is \$150,000. Additional funds may be made available at the discretion of the DEEL Project Manager.
- 7. Prior Work Samples.** Provide at least three samples of work related to the scope of this project. If sub-consultants are used, provide additional relevant work samples for each. Only electronic files or links to work will be accepted. Please provide at least one work sample that demonstrates a background in racial equity and at least one case study.
- 8. List of Professional References.** *For each team member* and sub-consultant, provide contact information for at least two professional references who can speak to the individual’s experience doing work similar to the tasks assigned to this person in this proposal’s work plan.

Package Checklist:

Package your response with each of the following items. This list assists with quality control before submittal of your final package. Addenda may change this list; check any final instructions before submitting:

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
 7. Prior Work Samples
 8. List of Professional References (two for each team member and sub-consultant)
- 9. Response Submission.** Responses are due and ***must be received by*** 5:00 p.m. PST on August 3, 2018. Please mail or hand-deliver **eight (8) paper copies** of your RFP. **You must *also* send the files electronically** (see below for e-mail instructions). Only the electronic version should include work samples.

Responses to each of the narrative sections above must follow the page limits identified, where applicable, in the instructions for each package item. All narrative responses must be on 8½” X 11” paper, typed,

minimum 11-point font, minimum 1.2-line spacing, minimum 1-inch margins, double-sided, page-numbered, and stapled.

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

Send hard copies:

By US mail: Department of Education and Early Learning
RFP – SPP Process Evaluation
PO Box 94665
Seattle, WA 98124-6965

Hand-deliver [Map It](#)
or FedEx/UPS: Department of Education and Early Learning
RFP – SPP Process Evaluation
Seattle Municipal Tower
700 5th Avenue, Suite 1700
Seattle, WA 98104

Send Electronic copy to: raka.bhattacharya@seattle.gov

- Submit files only in MS Word or Adobe PDF or MS Excel. The 12-page maximum Proposal Response (items 5A-5C) should be submitted as one file.
- Please use the following naming convention for the electronic files:

[ConsultantName]_SPP Process_Eval_Item#_Item

For example: *StarConsulting_SPP_Process_Eval_1_Letter of Interest*

- Use this format for your e-mail Subject Heading:

[ConsultantName]_SPP_Process_Eval

Submittal Questions: raka.bhattacharya@seattle.gov or 206-733-9794

8. Selection Process

- 8.1 Initial Screening:** The City will review the Proof of Legal Name, Minimum Qualification Sheet, and Consultant Questionnaire responses for completeness and eligibility. Submittals found responsive and responsible based on this initial screening shall proceed to Step 2: Evaluating the Proposal Response, Cost Proposal, 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 for Full Points	Scoring (Points)
5A. Team Composition and Competencies	<ul style="list-style-type: none"> The team meets or exceeds minimum qualifications The team meets or exceeds desired qualifications 	20
5B. Project Work Plan	<ul style="list-style-type: none"> Work plan describes a thoughtful approach that is aligned with the evaluation questions in the Scope of Work section Approach names team members responsible for each task/subtask. Plan demonstrates use of a race and social justice lens in the work 	35
5C. Proposed Communications and Timeline	<ul style="list-style-type: none"> Proposed communications and timeline align with the deliverable schedule detailed in the Scope of Work. 	10
6. Cost Proposal	<ul style="list-style-type: none"> Costs appear to be reasonable and within the Scope of Work. 	10
7. Prior Work Samples	<ul style="list-style-type: none"> Work samples are high-quality, with evidence of culturally responsive research practices, and relevant to the Scope of Work. 	20
8. List of Professional References	<ul style="list-style-type: none"> Proposal provides a list of at least two professional references for each team member and sub-consultant. 	5 (meets) 0 (does not meet)

8.3 Interviews: If interviews are conducted, rankings of consultants 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 in their Proposal and may bring other key personnel named in the Proposal. The proposed primary contact person for the contract should take the lead for the consultant team in the interview.

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 for award the highest ranked Proposer(s) based on their 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 City’s Contract Boilerplate, which has been attached (see [Attachments](#)).

8.7 Repeat of Evaluation: If no Consultant is selected after 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 must provide written notice to the City Project Manager for this solicitation. Note: the City shall notify the Federal Transit Administration (FTA) if a protest is received for a solicitation for contracts with FTA funds.

9.2 Protests – City Purchasing and Contracting Services.

The City has rules governing 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/city-purchasing-and-contracting/consultant-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 Intent to Award Letter will require at least the following documents. Consultants are encouraged to prepare these documents in advance, when possible, to eliminate risks of late compliance.

- Proof that Seattle Business License is current and all taxes due have been paid.
- State of Washington Business License.
- Certificate of Insurance
- 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. The submission of a Response 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; it 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 e-mail to erica.johnson@seattle.gov.

11.3 Questions.

Proposers may submit written questions to raka.bhattacharya@seattle.gov until the deadline stated on Page 1. The City prefers questions be through e-mail. Failure to request clarification of any inadequacy, omission, or conflict will not relieve the Consultant of responsibilities under in any subsequent contract. It is the responsibility of the interested Consultant to assure they receive issued responses to any questions.

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 addenda, responses, or notices issued by the City. Some third-party services independently post City of Seattle solicitations on their websites. The City does not guarantee that such services have accurately provided all the information published by the City.

All submittals sent to the City may be considered compliant to all Addenda, with or without specific confirmation from the Consultant that an 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 Proposer 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 evaluation purposes.

Hard Copy Submittal.

- a. The City will not accept Fax or DVD/Flash Drives copies as an alternative to the paper or electronic e-mail copy submittals. 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 7.9. If submittals are not marked, the Proposer risks the response being misplaced and not properly delivered.
- c. The submittal may be hand-delivered or otherwise received by the Program Administrator at the address provided, by the submittal deadline. Delivery errors may 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 e-mail submittal documents to raka.bhattacharya@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.

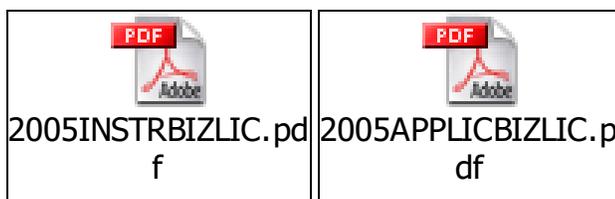
- b. Any risks associated with electronic submittal are borne by the Proposer.
- c. The City e-mail system will allow documents up to 20 megabytes.

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 RFP submittal package; 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 Seattle Business 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 City of Seattle licensing website is <http://www.seattle.gov/rca/taxes/taxmain.htm>.
- i. If a business has extraordinary balances due on their account such that paying them would cause undue hardship to the business, the business can contact the RCA office to request additional assistance. A cover-sheet providing further explanation with the application and instructions for a Seattle Business License is provided below.
- j. 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 submit a proposal 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 reflect 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's right to consider additional information (such as references not provided by the Proposer but 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 purposes; (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 Questions deadline on page 1.

11.14 Cost of Preparing Proposals.

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

11.15 Readability.

The City's ability to evaluate proposals is influenced by the organization, detail, comprehensiveness of materials 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 proposal may be withdrawn by written request of the Proposer.

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 subcontractors. 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 of this 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 19.108) 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’s 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-vendorbr
ochure[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.

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.



Gifts and Conflicts of Interest

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.

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.



Insurance
Requirements

Attachment #2: Consultant Contract



Consultant
Contract Boilerplate

13. Reference Links

- Seattle Preschool Program Implementation Plan:
<https://www.seattle.gov/Documents/Departments/OFE/AboutTheLevy/EarlyLearning/SPP%20Implementation%20Plan.April%201.PostCommittee.pdf>
- Ordinance 124509:
<http://clerk.seattle.gov/~scripts/nph-brs.exe?s3=&s4=124509&s5=&s1=&s2=&S6=&Sect4=AND&l=0&Sect2=THESON&Sect3=PLURON&Sect5=CBORY&Sect6=HITOFF&d=ORDF&p=1&u=%2F%7Epublic%2Fcbor1.htm&r=1&f=G>
- City of Seattle Race and Social Justice Initiative:
<http://www.seattle.gov/rsji/>
- Department of Education and Early Learning Seattle Preschool Program Overview:
<http://www.seattle.gov/education/overview>
- For more detailed information about the Seattle Preschool Program Dashboard:
<http://www.seattle.gov/education/overview/accessible-and-affordable>