

## Seattle Parks & Recreation REQUEST FOR PROPOSALS (RFP) Red Barn Ranch Youth Programming

## **MAILING ADDRESS AND CONTACT INFORMATION:**

Seattle Parks & Recreation Attention: Romell Witherspoon

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MINORITY and BIPOC-OWNED BUSINESSES ARE ENCOURAGED TO SUBMIT A PROPOSAL

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#### **Funding Allocations and Infrastructure Awardee Budget**

This RFP will allocate a total is \$400,000 to support two awardees receiving \$200,000 each. The funds are designed to cover all necessary program expenses including staffing, transportation for youth participants, materials, program expenses, and other operational expenses. Awardees will have the flexibility to allocate the funds based on programming needs, while ensuring alignment with objectives outlined in this RFP.

The Red Barn Ranch currently has no existing infrastructure, including running water, electricity, or sewer systems. As such, the awardee of this RFP will be 100% responsible for providing all necessary temporary facilities to support program operations. This includes, but is not limited to, portable restrooms, hand washing station, and any other essential accommodations to ensure a functional and safe outdoor environment. All activities and facilities must be for 100% outdoor use, with no reliance on utilities. The selected organization must develop a plan to address these logistics needs, while maintaining environmental protection.

#### **#1 RFP OVERVIEW**

#### INTRODUCTION AND BACKGROUND

Seattle Parks and Recreation (SPR) is issuing a Request for Proposals (RFP) seeking interested service providers for the operation of youth programming at Red Barn Ranch located at 17601 SE Lake Moneysmith Rd, Auburn, WA 98092. Opportunities for outdoor learning are strongly aligned with SPR's mission to support healthy people, a thriving environment, and vibrant communities.

The City's goal for the Red Barn Ranch is to utilize the site to improve the mental and physical health outcomes of Seattle and King County youth by connecting elementary, middle, and high school students with the outdoors through facilitated day and overnight trips partners offering equine, community gardening, trails building, and environmental restoration programs to address nature efficiency among youth in historically underserved communities.

#### The vision for Red Barn directly serves the City's Mental Health Initiative through:

- Connection with Nature
- Physical Health Benefits
- Cultural Connection & Identity
- Stress Reduction & Coping Skills
- Community Building & Social Support
- Mindfulness & Reflection

#### **Connection with Nature**

Spending time outdoors allows BIPOC and other marginalized youth to connect with nature, which can be especially powerful for those with limited access to green spaces in urban settings.

#### **Physical Health Benefits**

Outdoor activities encourage physical movement and exercise, improving overall physical and mental health and well-being.

#### **Cultural Connection & Identity**

Engaging in practices rooted in their culture can foster a sense of pride and identity for BIPOC youth. Reclaiming outdoor spaces that may have historical significance for their communities can strengthen cultural bonds and a sense of belonging.

#### **Stress Reduction & Coping Skills**

For BIPOC youth facing systemic challenges, spending time outdoors can serve as a form of selfcare and stress relief. Learning to cope with difficulties cultivates resilience and problem-solving skills that are transferable to other areas of life.

#### **Community Building & Social Support**

Outdoor activities often involve teamwork and collaboration, fostering bonds among peers and mentors. These experiences forge strong memories, strengthen relationships, and improve a sense of community and resilience.

#### Mindfulness & Reflection

For BIPOC and marginalized youth navigating complex social and cultural identities, taking time to reflect in nature promotes introspection and personal growth.

#### Background

39-acre site, developed as a recreational camp with farm space

**1966:** Elgin Baylor purchased property and advocated to develop the Red Barn Ranch to be used as a youth sports camp. Black property ownership in service for Black youth. One of the 50 greatest players in NBA History. He went to Seattle University and played for the LA Lakers.

1970: City purchased Property with RCO funding

**1971-83:** SPR renovated property & operated youth camp

**1983-1994:** Site used for contracted recreation uses and education programming, with periodic site closures

**1995-2011**: Camp Berachah operated equestrian camp

2011-14: Camp Berachah & Seattle Tilth incubator farm

2014-18: Seattle Tilth farm operations alone

**2018-present:** Site vacant but city has continuously engaged various community organizations seeking to develop a vision for sustainable programming at the Ranch.

The RFP packet will be publicly advertised and made available on the SPR website at: <a href="https://www.seattle.gov/parks/about-us/contracts-and-partnerships/partnership-opportunities/red-barn-rfp">https://www.seattle.gov/parks/about-us/contracts-and-partnerships/partnership-opportunities/red-barn-rfp</a>

#### TIMELINE

Written proposals must be submitted via email to <a href="mailto:romell.witherspoon@seattle.gov">romell.witherspoon@seattle.gov</a> by March 10, 2025, by 3:00PM. Late proposals will not be accepted.

Questions can be sent directly to the RFP Contact via email at any point once the RFP is released.

Applicants are encouraged to review the maps provided in Appendix C while creating their Proposal. If you wish to request an in-person site visit with SPR please send requests via email to romell.witherspoon@seattle.gov

RFP Release	February 20, 2025
Microsoft Teams. All questions/answers	February 24, 2025 ( <u>RBR1</u> ) 9AM-11AM February 27, 2025 ( <u>RBR2</u> ) 9AM-11AM February 28, 2025 ( <u>RBR3</u> ) 12PM-2PM
Deadline for Written Questions to SPR	March 10, 2025
Proposals Due	March 20, 2025, by 3:00PM
<b>RFP Review</b> Applicants may receive questions with a response timeline from the SPR Review Panel.	March 21-28, 2025
Applicants Notified (possibly sooner)	April 10, 2025, by 3:00PM

SPR reserves the right to modify this schedule at its discretion. Notification of changes will be posted on the RFP website or as otherwise stated. All inquiries regarding this RFP must be directed to the Romell Witherspoon at <a href="mailto:romell.witherspoon@seattle.gov">romell.witherspoon@seattle.gov</a>

#### **BASIS OF SELECTION**

Selection of the successful proposal(s) will be determined based on the information submitted within the proposal(s).

The review panel will score each proposal per the criteria outlined in Section 6 and may seek additional clarification or information through written questions. The review panel will make a recommendation identifying the successful proposal to the Seattle Mentorship Director of SPR. If SPR and the initial successful Applicant(s) are unable to negotiate a mutually acceptable agreement, SPR reserves the right to select another proposal for negotiation until the RFP process either terminates or results in an agreement.

#### AGREEMENT DURATION

Once a successful proposal is selected, SPR will negotiate a one-year License Agreement with an option to renew for one year if all terms and conditions are met.

#### **#2 ELIGIBILITY REQUIREMENTS**

#### PROVIDER ELIGIBILITY

Qualified applicants must intend to operate a program within the Seattle Park awarded in their contract. Applicants must be prepared to provide the following:

- City of Seattle Business License.
- Certificate of Insurance (COI) and proper Endorsement. (Refer to Exhibit B)
- Background checks for all staff. Anyone interacting with youth under the program should have a background checks and proper screening. This includes, volunteers, staff, personnel, mentors, etc.
- \*Applicants are <u>not</u> required to hold a business license and Insurance at the time of proposal but will be required to obtain both prior to commencement of program services. See Appendix B for more information.

#### PROPOSED SCHEDULE, STAFFING PLAN, AND RATIOS AT RED BARN

Applicants should describe a proposed staffing plan, ratio, and daily schedule for the proposed outdoor program (See <u>Appendix B, Table B</u>), including:

- Daily hours of operation, including set up and take down.
- Staffing Plan.
- Projected staff/participant ratio (participant/staff).
- School year calendar.
- Summer calendar, if desired/applicable.
- Staffing focus
- Key activities

#### **REPORTING OUTCOMES**

SPR may gather data about participants outcomes, attendance and other measures of student performance. SPR will require demographic information as described below.

- Number of participants.
- Demographics of participants by age, gender, and ethnicity.
- Accessibility and inclusivity.

 Program participation rates. Percentage of participants returning for multiple program sessions.

#### **#3 SITE PROPOSAL REQUIREMENTS**

#### SITE AVAILABILITY

Applicants may only apply for the site of Red Barn Ranch that is listed in this RFP.

#### SITE PLANS

Applicants should develop a written description of the proposed setup and operation within the selected park. Applicants may include a site map/drawing to illustrate these plans but are not required to do so.

Site plans are required as part of the proposal (See <u>Appendix B, Table C</u>) and should include: Portable restroom location/use (ex. porta potty drops). Storage facilities (ex. knack boxes).

- Plans to use temporary tarpaulins or other types of cover.
- Plans to use any "imported" materials or program "furniture".
- Plans for safe drop-off and pick-up of students.
- Any requests to use other areas of the park for programming/ activities.
- Emergency plans (including adverse weather).

#### MAINTENANCE AND SITE ALTERATIONS

Applicants may not engage in any alteration to the physical park environment without the written permission of the SPR contact person for the park in which they are located.

#### **EMERGENCY PLANS**

A plan for emergencies (weather, active shooter, and unhoused individuals/individuals in mental health crisis) will be required as part of the contract between SPR and the Applicant. In responding to the RFP, applicants do not have to submit their finalized emergency protocols but should discuss plans for communication with 911/emergency responders, SPR staff, and parents/guardians in the event of an emergency. After SPR has made final decisions on successful applicants to this RFP, SPR will meet individually with providers to develop site-specific Emergency Plans. These plans will be included in the executed license agreement

#### **SITE LEAD**

Applicants will designate a Site Lead for each program who will serve as the point of contact and communication with SPR staff.

#### #4 APPLICATION INSTRUCTIONS

Please be sure to answer each question and submit proposal by **March 10, 2025 at 3:00pm**. No applications will be accepted after this due date and time.

#### PROPOSAL RESPONSE REQUIREMENTS

All proposals must include the following:

- A cover sheet that includes all relevant applicant information, contact information, and legal status. See <u>APPENDIX A</u>.
- Provide a clear and detailed explanation of how your organization plans to fulfill the goals of red Barn Ranch Project.
- Responses to questions in <u>APPENDIX B</u>, <u>Tables One</u> (Administrative Requirements), <u>Two</u> (Program Requirements) and <u>Three</u> (Site Plan Requirements).
- Proposals must be no more than 10 pages, one-sided and single-spaced.
- Proposals should include background information for your organization including the primary mission and history along with any other relevant information.
- Describe your approach to designing and implementing nature-based, youth-focused programming that serves historically underserved communities, particularly BIPOC youth.
- Include how your plan aligns with the City of Seattle's mission for sustainability, community engagement, and youth empowerment.
- Detail your organization's history, mission, and relevant experience in managing similar projects.
- Detail a proposed budget for this RFP and how it intends to support the full implementations and execution of your program.

Proposals must be submitted electronically via email to <a href="mailto:romell.witherspoon@seattle.gov">romell.witherspoon@seattle.gov</a>. For any questions about submitting your application, please contact Romell Witherspoon at the email above or by phone at 206-940-1159.

<sup>\*</sup>See Section 6 for evaluation criteria and scoring rubric.

#### APPLICANTS' RESPONSIBILITY TO PROVIDE FULL RESPONSE

It is each Applicant's responsibility to provide responses which do not require interpretation or clarification by SPR and to ensure that all requested materials, forms, and information are included. Each Applicant is responsible for ensuring their proposal is submitted properly. During scoring and evaluation (prior to interviews, if any), SPR will rely upon the submitted materials and shall not accept any unsolicited materials from the Applicant(s) after the RFP deadline. An Applicant(s)' failure to provide complete responses which conform to the requirements of this RFP may result in the rejection of the Proposal; however, SPR reserves the right to seek clarifications as needed, and to waive immaterial variations or defects in proposals.

#### PROPRIETARY AND CONFIDENTIAL MATERIAL

Washington State Law (RCW Chapter 42.56, the *Public Records Act*) all written materials prepared, owned, used, or retained by SPR relating to a governmental or proprietary program are *public records*. These records include, but are not limited to proposal submittals, agreement documents, financial documents, contract work product, or other written materials.

Washington's Public Records Act requires that public records must be promptly disclosed by SPR upon request unless a judge rules that the RCW referenced above or another Washington State statute exempts records from disclosure. Exemptions are narrow and explicit and are in Washington State Law (Reference RCW 42.56 and RCW 19.108). It is the responsibility of the Applicant(s) to be familiar with the Washington State Public Records Act and the limits of record disclosure exemptions.

If you believe any records you are submitting to SPR, as part of your proposal, are exempt from disclosure you can request that SPR not release the records until SPR notifies you about the status of the identified disclosure(s). To make such a request, you must include it with your proposal, identify each record, and explain why the exemption(s) may apply.

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

If SPR receives a public disclosure request for any records you have properly listed on the Proposal, SPR will notify you in writing of the request. While it is not a legal obligation, as a courtesy SPR will postpone disclosure for ten (10) business days, providing sufficient time for you to pursue a protective order and ruling from a judge (reference RCW 42.56.540). If you fail to obtain a court order within the ten (10) business days, SPR will release the documents.

By submitting a proposal, the Applicant acknowledges the obligation to identify any records within the proposal responses which an Applicant is requesting notice prior to disclosure. SPR

has no obligation or liability if any of Applicant's materials, whether marked as exempt or otherwise, are publicly disclosed in response to a public disclosure request

## PROTECTING APPLICANTS' MATERIALS FROM DISCLOSURE (PROTECTED, CONFIDENTIAL or PROPRIETARY)

The Applicant must determine and declare any materials it believes are eligible for redaction and wants to be exempted (redacted). This includes, but is not limited to, the Applicant's application, contract materials and work products.

#### How to Identify Material You Consider Exempt from Disclosure

#### **Proposal Submittals**

If Applicant wishes to assert exemptions in the materials in Applicant's proposal related to its proprietary nature per RCW 42.56-270, Applicant must clearly identify its exemption request via the document below.

#### City's Response to a Public Records (PRA) Request

The city will prepare two versions of Applicant's materials:

<u>Full Redaction</u>: A public copy that redacts (blacks out) standard exemptions as required by the PRA and the materials or text that Applicant identified as exempt,

<u>Limited Redaction</u>: A copy that redacts (blacks out) only the standard exemptions required by the PRA but does not redact (black out) the Applicant-identified exemptions.

The Full Redaction version is made public upon contract execution and will be supplied without any notification to the Applicant.

The Limited Redaction will be released only after Applicant has received a "third party notice" that allows Applicant the legal right under RCW 42 56-540 to bring a legal action to enjoin release of any records Applicant believes are not subject to disclosure.

If the original requestor wants to see the Limited Redacted or original version, the City will provide Applicant with a "third party notice." Applicant will then have 10 business days to obtain a temporary restraining order while Applicant pursues a court injunction. A judge will determine the status of Applicant's exemptions and the Public Records Act.

#### **Requesting Disclosure of Public Records**

The City asks Applicants 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.

#### **#5 ADDITIONAL RFP INFORMATION**

#### **QUESTIONS**

Applicants may submit written questions until the deadline stated in the <a href="mailto:romell.witherspoon@seattle.gov">RFP Timeline</a>. (February 28<sup>th</sup>) All questions must be submitted via e-mail to: <a href="mailto:romell.witherspoon@seattle.gov">romell.witherspoon@seattle.gov</a>. Failure to request clarification of any inadequacy, omission, or conflict will not relieve the Applicant(s) of responsibilities in any subsequent agreement. It is the responsibility of the interested Applicant(s) to ensure they receive responses to questions. Answers to all written questions received by the <a href="mailto:deadline">deadline</a> Feb 28<sup>th</sup> will be posted on the website listed in this RFP so that all questions and answers are available to all potential Applicants.

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

#### CHANGES TO THE RFP BY ADDENDA

SPR may make changes to the RFP through written Addenda. Addenda will be posted by SPR to the web site listed in this document and shall become part of this RFP.

#### **RECEIVING ADDENDA AND/OR QUESTIONS AND ANSWERS**

It is the obligation and responsibility of the Applicant to obtain addenda, responses, or notices issued by SPR. Third-party services independently post SPR solicitations on their websites. SPR does not guarantee that such services have accurately provided all the information published by SPR, and Proposers are encouraged to check the web site regularly.

All submittals sent to SPR will be considered to have been made in response to the RFP, including all addenda, with or without specific confirmation from the Proposer that the addendum was received and incorporated. SPR may reject the submittal if it does not fully respond to a matter incorporated by an addendum.

#### **COSTS OF PREPARING PROPOSALS**

All costs incurred in the preparation and submission of a proposal are the responsibility of the Applicant.

#### **READIBILITY**

Applicants are advised that the City's ability to evaluate proposals depends on the Applicant's submittal document including organization, level of detail, comprehensive material, and readability.

#### **CHANGES OR CORECTIONS TO PROPOSALS**

Prior to the submittal closing date and time, Applicants may change their proposal, if initialed and dated by the Applicant(s). No changes are allowed after the closing date and time specified on the RFP Timeline.

#### **ERRORS IN PROPOSALS**

Applicants are responsible for errors and omissions in their proposals. No such error or omission shall diminish the Applicant's obligations to the City under any resulting agreement.

#### WITHDRAWAL OF PROPOSALS

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

#### 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.

#### **EQUAL BENEFITS**

Seattle Municipal Code (SMC 20.45) requires consideration of whether proposer(s) provide(s) 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.

#### WOMEN & MINORITY-OWNED BUSINESSES (WMBE)

The Mayor's Executive Order and City ordinance requires the maximum practicable opportunity for successful participation of minority and women-owned subcontracts. This ordinance will be one of the considerations involved during agreement negotiation. SPR expects all organizations to register at: <a href="http://www.seattle.gov/obd">http://www.seattle.gov/obd</a>. Women and minority owned businesses and organizations are asked to self-identify. For assistance, call 206-684-0383.

#### **ETHICS CODE**

Please review the City Ethics code: <a href="http://www.seattle.gov/ethics/etpub/et home.htm">http://www.seattle.gov/ethics/etpub/et home.htm</a>. For an in-depth explanation of the City's Ethics Code for Contractors, Concessionaires, Customers and Clients, visit: <a href="http://www.seattle.gov/ethics/etpub/faqcontractorexplan.htm">http://www.seattle.gov/ethics/etpub/faqcontractorexplan.htm</a>.

#### **COMMON ETHIC GUIDELINES**

No gifts and gratuities. Proposers 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 Proposer. An example of this is giving sporting event tickets to a
City employee who is also on the evaluation team of a Bid Response to which you

submitted or intend to submit. The definition of what a "benefit" would be is broad and could include not only awarding an agreement but also the administration of the agreement or evaluating agreement performance. The rule works both ways, as it also prohibits City employees from soliciting items from Proposers.

- Involvement of current and former City employees. The Proposal 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 agreement. Update that information during the agreement.
- No conflict of interest. Proposers (including officer, director, trustee, partner, or employee) must not have a business interest or a close family or domestic relationship with any City official, officer or employee who was, is, or will be involved in selection, negotiation, drafting, signing, administration or evaluating Proposer's performance. SPR shall make sole determination as to compliance. Campaign Contributions (Initiative measure no. 122) Elected officials and candidates are prohibited from accepting or soliciting campaign contributions from anyone having at least \$250,000 in agreements with the City in the last two years or who has paid at least \$5,000 in the last 12 months to lobby the City. See Initiative 122 or call the Ethics Director with questions.

Any questions should be addressed to **Seattle Ethics and Elections Commission** at 206-684-8500.

#### **#6 SELECTION PROCESS**

#### **INITIAL SCREENING**

SPR will do an initial screening of all proposals to determine if submissions follow the required format, instructions, meet or exceed minimum qualifications, and include all required information, forms and/or documents. All proposals that pass the initial screening will move forward to the Review Committee.

## **PROPOSAL EVALUATION**

The Review Committee will evaluate, score and rank proposals using the criteria below.

REVIEW CRITERIA	POINTS
Experience and Expertise	10
Proposed Schedule and Calendar	10
Proposed Staffing Plan and Size of Program	10
Detailed Site Plan (map optional)	20
Proposed Emergency Plan	10
Proposal alignment with objectives and mission	10
Community Outreach/Engagement	15
Race and Social Justice Commitment	15
TOTAL	100

ADDITIONAL/OPTIONAL CRITERIA	POINTS
Evidence of DCYF licensing application	5
Evidence of registered WMBE with City of Seattle	5
TOTAL	10

#### **INTERVIEWS**

The Review Committee may interview top-ranked applicants. Applicants invited to interview must bring the assigned Site Leader named in the proposal, as well as other key personnel. The applicant shall not bring individuals who do not work for the provider without advanced authorization by the RFP contact.

#### **REFERENCES**

SPR may request one or more references from Applicants.

#### **SELECTION**

SPR shall select the highest ranked Proposal(s) for award from the written proposals and interviews (if applicable). SPR reserves the right to make a final selection based on the combined results and/or the consensus of the Review Committee.

#### RIGHT TO AWARD TO NEXT RANKED APPLICANT

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

#### **REPEAT OF EVALUATION**

If no Applicant is selected at the conclusion of the process, SPR may return to any step in the process to repeat the evaluation with those proposals active at that step. SPR shall then sequentially step through all remaining steps as if conducting a new evaluation process. SPR reserves the right to terminate the process if no proposals meet its requirements.

#### **SPR RIGHTS RESERVED**

SPR reserves the right to reject all proposals and to re-advertise if desired. Any proposal which is incomplete, conditional, obscure, or which contains additions or deletions not called for, or includes irregularities of any kind, may be rejected. Protests regarding the City's decision of a respondent's qualification status shall be handled as outlined in the Protest Procedure section below. SPR has the right to select portions of Proposals for further negotiation.

#### **#7 AWARD AND AGREEMENT EXECUTION**

The RFP Contact will provide timely notice of an intent to award to all Applicants that submit RFP proposals.

#### INSTRUCTIONS TO THE SUCCESSFUL RFP APPLICANT(S)

The successful Applicant(s) will receive an *Intent to Award* letter from the RFP Contact. The letter will include instructions regarding the contracting process and timeline to obtain all required documentation. Applicants should anticipate the letter will request them to provide evidence that the Applicant has applied for the required documentation below, and require them to have documents issued prior to the commencement of services:

- Current Seattle Business License
- Certificate of Liability Insurance and Endorsement

SPR will not pay for the cost of obtaining any of these documents. Once SPR has finalized and issued the contract for signature, the Applicant must execute the contract and provide all requested documents within 10 business days. If the Applicant fails to execute the contract with all documents within the 10-day timeframe, the City may cancel the award and proceed to the next ranked Applicant or cancel or reissue this solicitation. Cancellation of an award for failure to execute the contract may disqualify the Applicant from future solicitations for this same work.

#### TAXPAYER IDENTIFICATION NUMBER AND W-9

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

#### AGREEMENT NEGOTIATION AND APPROVAL PROCESS

For the successful Applicant(s) selected, SPR will negotiate a one-year agreement with an option to renew annually if all terms and conditions are met and the partnership remains in good standing. This agreement will be negotiated between SPR and the awarded Providers (s) and will run September-August to encompass a full school year.

#### **INSURANCE REQUIREMENTS**

The successful Applicant(s) will be required to maintain insurance at cost. The insurance must meet the requirements of the City's Risk Management Department, which may depend on the nature of the use and activities. The City must be named as additional insured on all liability policies and proposer's insurance shall be primary irrespective of any insurance coverage maintained by the City. Awarded Applicant(s) will be required to have Sexual Abuse/Misconduct insurance along with insurance identified in the Appendix.

#### **PROTESTS**

Completed proposals are due by the date specified on the RFP schedule. Once proposal(s) are selected for contract SPR will provide each Applicant with written notice of the selection. Any Applicant wishing to protest or challenge the determination must do so within seven (7) calendar days of the notification of selection announcement.

All protests must be in writing and signed by the protesting party or its authorized agent(s). Such protests must state all facts and arguments on which the protesting party is relying on for its protest. Interested parties that wish to protest any aspect of the selection process shall provide written notice to the RFP Contact for this solicitation. An Applicant's failure to submit a timely notice of appeal constitutes Applicant's waiver of all rights to challenge the evaluation and selection.

#### **APPEALS PROCESS**

SPR will notify Applicants in writing of the acceptance or rejection of their submittal. Written notification will be via email to the address submitted in the application. Any applicant wishing to appeal the decision must do so in writing within four (4) business days of the SPR email notification. An appeal must clearly state a rationale based on one or more of the following criteria: 1) violation of the policies or guidelines established in this RFP or 2) failure to adhere to published criteria and/or procedures in carrying out the RFP process.

Appeals must be sent by mail or email to Romell Witherspoon, Seattle Mentorship Director, 100 Dexter Ave N Seattle, WA 98109 or Romell.witherspoon@seattle.gov. The Manager will review the written appeal and may request additional oral or written information from the applicant. A written decision from the SPR Manager will be sent within five (5) business days of receipt of the appeal. The decision is final.

## **APPENDIX A**

# Seattle Parks & Recreation Proposal for Operation of Red Barn Ranch COVER SHEET

## **SECTION 1: APPLICANT INFORMATION**

Applicant (Organization) Name:			
Mailing Address:			
Contact Phone:	Email:		
correct. I understand the ficity of Seattle requirement certify that my organization prepare or maintain outdook be valid until at least the	terms and conditions of the nts stated in the RFP if an ava ation has the capacity to roor preschool sites, and tha end of the contract period.	meet program expenses that may arise to t the program outlined in our response will	
I further certify that this p	roposal has been authorize	ed by my organization's governing body.	
Print Name:			
		Date:	
(Applicant Directo	r, Owner, or Board Chair)		
Applicant	Involvement by Current a	nd Former City Employees	
Are any of the Applicant's current or former City of SI If yes, identify the employ Will any of the Applicant's work more than 1,000 ho for work under this control If so, identify the worker(s	Seattle employees or volunt ree(s) by name: s principals, officers or emp urs (per rolling 12 months) act and any others? Y s) by name, and if the work p	ployees who will perform work for the City	
have a business interest o employee who was, is, administration or evaluat	r a close family or domestic or will be involved in the ion of the Applicant's perfor orker(s) by name and ide	t's firm who will perform work for the City relationship with any City official, officer or selection, negotiation, drafting, signing, rmance? Yes No entify their relationship (business, family,	

## **SECTION 2: MAIN CONTACT INFORMATION (if different from above)**

Contact Person:
Contact Phone Number (s):
Email Address:
SECTION 3: LEGAL STATUS (check all that apply)
Applicant meets all business licensing requirements that apply to its organization. Companies must license, report and pay revenue taxes for the Washington State Business License (UBI#) and
Seattle Business License, if they are required by the laws of those jurisdictions.
Applicant is incorporated as a private non-profit corporation in the State of Washington and
has been granted 501 (C) (3) tax exempt status by the United States Internal Revenue Service.
The applicant's 501 (C) (3) status is in good standing and has not been revoked in the previous
calendar year.
Applicant is a public corporation, commission or authority established pursuant to RCW
35.21.660 or RCW 35.21.7301.
Applicant has a fiscal sponsor and has been granted and has been granted 501 (C) (3) tax
exempt status by the U.S. Internal Revenue Service
Name of fiscal sponsor:
IRS Employer Identification Number (EIN):

## **APPENDIX B**

## **Proposal Questionnaire**

## **TABLE A: ADMINISTRATIVE REQUIREMENTS**

Applicant Name and Address	Provide legal name and address.
Name and Contact Information for	Name, Title, Email and Phone Number for
Application Contact Person	Application Contact Person.
Insurance	Applicant will provide proof of Commercial
	General Liability (CGL) insurance policy or the
	equivalent with a minimum liability of \$1,000,000
	each occurrence combined single limit bodily
	injury and property damage (CSL) including a
	\$500,000 sublimit per occurrence for Abuse and
	Molestation. Applicant must list the City of Seattle
	as additional insured and provide proof of this on
	either insurance form CG 20 10 or CG 20 26 or
	equivalent. Such proof must be provided to SPR
	prior to the commencement of program
	services.
City of Seattle Business License	Applicant will need to indicate their willingness to
	acquire a business license. License must be in
	place prior to commencement of services.
Proposed Park(s)	Applicant will name the park(s) proposed in their
	application.

## **TABLE B: PROGRAM REQUIREMENTS**

TABLE B. I ROGRAM REQUIREMENTS			
Annual Reporting (Demographic Data)	<ul> <li>Impact stories from participants.</li> </ul>		
	<ul> <li>Total \$ amount of scholarship awarded, if</li> </ul>		
	any.		
	<ul> <li>Enrollment by age, gender, ethnicity, and</li> </ul>		
	language spoken at home		
Schedule & Calendar	Schedule of recurring programs & events.		
	Staff training & onboarding/professional		
	development sessions.		
	<ul> <li>Seasonal variations in programming.</li> </ul>		
	Summer calendar, as applicable		
Documentation	Evidence of City of Seattle Business		
	License		
	Evidence of Certificate of Insurance		
	Attendance records		

	<ul> <li>Pre- and post program surveys for tracking growth.</li> </ul>
Size of Program and Staffing Plan	<ul> <li>Maximum and minimum participant numbers.</li> <li># of students per session</li> <li># of staff per participants</li> <li>Total number of full time and part time staff</li> <li>Strategies for scaling infrastructure.</li> <li>Overall staffing plan for site</li> </ul>
Parent Relations	Applicant will submit Parent Information Guide/Handbook to SPR prior to completion of a contract, if selected. Parent Handbook should include provision requiring parents to address all complaints to Site Lead(s) and/or Executive Director who may then discuss compliant with SPR, as appropriate. Any complaints received directly from parents by SPR will be redirected to provider.
Community Outreach	Applicant will describe plans for community outreach and goals for gender, ethnicity and economic diversity.

## **TABLE C: SITE PLAN REQUIREMENTS**

Site Plans	Portable restrooms
*Must include narrative description of	Storage facilities
site plans, may be accompanied by	<ul> <li>Designated areas for activities such as</li> </ul>
maps/drawings (but not required).	horseback riding, sports, and nature
	exploration zones.
	Safety and security with clearly marked
	emergency exists, fencing,
	Clear pick-up and drop-off for participants.
	Plan for adverse weather shelter
Emergency Plan	Proposal should detail Provider plan for the
	following scenarios and include communication
	plan with 911/emergency responders, SPR staff
	and participant families/guardians.
	Adverse weather
	Active Shooter
	Unhoused individual
	Individuals in mental health crisis

Site Lead	Applicants will designate a lead for each site who	
	will serve as point of contact and with SPR staff.	

#### **EXHIBIT B - Insurance Requirement**

- 1. Insurance. (note: Vendor awarded contract will have coverage and limits reassessed prior to operations commencement date.)
- 1.1 Minimum Insurance to be Secured and Maintained. Prior to the Commencement Date, Awarded Applicant shall secure and shall thereafter maintain (or cause its Contractor(s) to secure and maintain) in full force and effect, at no expense to City, and throughout the entire Agreement Term, minimum insurance as specified below:
- 1.1.1 Commercial General Liability Insurance including:

Premises/Operations Liability
Products/Completed Operations Liability
Personal/Advertising Liability
Contractual Liability
Stop Gap/Employers Contingent Liability
Independent Contractors Liability

Liquor Liability/Host Liquor Liability (if liquor is being sold or served)

Fire Damage Legal Liability

Sexual Misconduct and Molestation Liability (If service provided involves working with at risk community)

Such policy(ies) must be endorsed as provided in Subsection 1.3. hereof and provide the following minimum limits:

\$2,000,000 each Occurrence Combined Single Limit Bodily Injury and Property Damage

\$1,000,000 each Offense Personal and Advertising Injury

\$ 100,000 each Occurrence Fire Legal Liability

\$1,000,000 each Accident/ Disease - Each Employee Stop Gap

Such minimum limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy and satisfy all other requirements applicable to liability insurance including but not limited to additional insured status for the City of Seattle.

1.1.2. Business Automobile Liability including coverage for owned, non-owned, leased or hired vehicles with a minimum limit of \$1,000,000 each Occurrence Combined Single Limit Bodily Injury and Property Damage.

Such minimum limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy and satisfy all other requirements

applicable to liability insurance including but not limited to additional insured status for the City of Seattle.

- 1.1.? (Note Additional insurance as necessary per tenants operations.)
- 1.1.3. Workers' Compensation securing Awarded Applicant's liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington; provided, that if Awarded Applicant is qualified as a self-insurer in accordance with Chapter 51.14 of the Revised Code of Washington, Awarded Applicant shall certify that qualification by a letter that is signed by a corporate officer of Awarded Applicant and delivered to City that sets forth the limits of any policy of excess insurance covering its employees.
- 1.1.4 Property Insurance under which the Premises, the existing building, furniture, fixtures, equipment, personal property and inventory and all alterations, additions and improvements that Awarded Applicant makes to the building and Premises, are insured throughout the Contractor Term in an amount equal to the replacement cost value thereof, against the following hazards: (i) loss from the perils of fire and other risks of direct physical loss, not less broad than provided by the insurance industry standard "Causes of Loss Special Form (ISO form CP 1030 or equivalent); (ii) loss or damage from water leakage or sprinkler systems now or hereafter installed in or on the Premises; (iii) loss or damage by explosion of steam boilers, pressure vessels, oil or gasoline storage tanks or similar apparatus now or hereafter installed on the Premises; (iv) loss from business interruption or extra expense, with sufficient coverage to provide for the continued payment of fixed costs during any interruption of Awarded Applicant's business; (v) earth movement (including earthquake), for full replacement cost value of the property/improvements/content. City shall be named as a loss payee as respects property insurance covering alterations, additions, and improvements under such policy.
- 1.2 General Requirements Regarding Awarded Applicant's Insurance.
- 1.2.1 The insurance required by Subsections 1.1.1 and 1.1.?, applicable Liability insurance shall be endorsed to include the City of Seattle and its officers, elected officials, employees, agents and volunteers as additional insureds. The applicable insurance required by Subsections 1.1.1 and 1.1.? shall be primary as respects City; shall provide that any other insurance maintained by City shall be excess and not contributing insurance with Awarded Applicant's insurance; and shall provide that such coverage shall not be reduced or canceled without forty-five (45) days" prior written notice to City, except ten (10) days prior written notice to City with respect to non-payment of premium, at its address as specified in Subsection 1.9 hereof.
- 1.2.2 All insurance policies required hereunder shall be subject to reasonable approval by City"s Risk Manager as to company, form, and coverage. All policies shall be issued by a company rated A—: V or higher in the then-current A. M. Best"s Key Rating Guide and licensed to do business in the State of Washington or issued as a surplus line by a Washington surplus lines broker.

- 1.2.3 Any deductible or self-insured retention in excess of \$30,000 must be disclosed to, and shall be subject to reasonable approval by, City''s Risk Manager. The cost of any claim payments falling within the deductible shall be the responsibility of Awarded Applicant.
- 1.2.4 Coverage and/or limits may be reasonably altered or increased as necessary to reflect type of or exposure to risk. City shall have the right to periodically review the appropriateness of such coverage and limits in view of inflation and/or changing industry conditions and to require an increase in such coverage or limits upon ninety (90) days" prior written notice.
- 1.3 Evidence of Insurance. Before occupying the Premises, the following documents must be delivered to the City at its address as specified in, as evidence of the insurance coverage secured and maintained by Awarded Applicant.
- 1.3.1 On or before the Commencement Date, and thereafter, not later than five (5) days prior to the expiration or renewal date of each such policy:

A copy of the policy's declarations pages, showing the insuring company, policy effective dates, limits of liability and the Schedule of Forms and Endorsements specifying all endorsements listed on the policy including any company-specific or manuscript endorsements.

A copy of the endorsement naming the City of Seattle and its officers, elected officials, employees, agents and volunteers as additional insureds (whether on ISO Form CG 20 26 or an equivalent additional insured or blanket additional insured policy wording), showing the policy number, and the original signature and printed name of the representative of the insurance company authorized to sign such endorsement;

A copy of an endorsement stating that the coverages provided by such policy to City or any other named insured shall not be terminated, reduced or otherwise materially changed without providing at least forty-five (45) days prior written notice to City, except ten (10) days prior written notice to City with respect to non-payment of premium; and

For the Commercial General liability and Business Automobile insurance to be secured and maintained pursuant to Subsection 1.1.1 and 1.1.2 hereof, a copy of the "Separation of Insureds" or "Severability of Interests" clause in such policy.

- 1.3.2 Pending receipt of the documentation specified in this Section 1, Awarded Applicant may provide a copy of a current complete binder. An ACORD certificate of insurance will not be accepted in lieu thereof.
- 1.4 No Limitation of Liability, Insurance coverage limits. Limits of liability and insurance as specified herein are minimum coverage and limit of liability and insurance requirements only; they shall not be construed to limit the liability or insurance of Awarded Applicant or any insurer for any claim required to be covered hereunder. Moreover, the City shall be an additional insured, where additional insured status is required and available, for the full

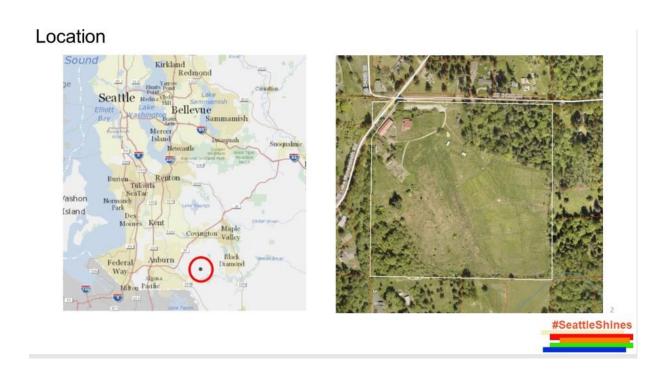
available limits of liability maintained by the tenant, whether those limits are primary, excess, contingent or otherwise. Tenant expressly understands and agrees that this provision shall override any limitation of liability or similar provision in any agreement.

- 1.5 Reconstruction Following Loss. Awarded Applicant shall proceed with reasonable diligence as soon as sufficient funds are available therefor, to prepare plans and specifications for, and thereafter to carry out, all work necessary to repair and restore the alterations, additions and improvements that Awarded Applicant made to the Premises that is at least equivalent to, or more suitable than, the alterations, additions and improvements that were damaged or destroyed, subject in all cases to any restrictions based on the building's status as a landmark or historical building.
- 1.6 Waiver of Subrogation. City and City's insurer(s) shall waive subrogation for damage to or destruction of the Building, Premises and City's furniture, fixtures, equipment and inventory in favor of Awarded Applicant except with respect to losses of City's aforesaid property of up to \$100,000 that are attributable to Awarded Applicant's negligence and to which Awarded Applicant's Fire Legal Liability insurance responds; however, in the event of a loss to City's aforesaid property attributable to Awarded Applicant's negligence, Awarded Applicant agrees to reimburse City for the amount of its property insurance deductible up to \$20,000. Awarded Applicant and Awarded Applicant's insurer(s) shall waive subrogation for damage to or destruction of Awarded Applicant's alterations, additions and improvements, furniture, fixtures, equipment and inventory in favor of City; however, in the event of a loss to Awarded Applicant's aforesaid property attributable to City's negligence, City agrees to reimburse Awarded Applicant for the amount of its property insurance deductible up to \$100,000.
- 1.7 Assumption of Risk. The placement and storage of its personal property in the Premises shall be the responsibility, and at the sole risk, of Awarded Applicant.
- 1.8 City Use of Premises; Third-Party Users. To the extent City uses, or permits any Third-Party Users to use, the Premises as contemplated in this Contractor, Awarded Applicant may condition such use on receipt of evidence that such user maintains reasonably adequate commercial general liability insurance, listing Awarded Applicant as an additional insured on such policies. City waives, as between City and Awarded Applicant, any Claims arising from or related to Third-Party Users' use of and activities within the Premises.

## **APPENDIX C**

## **SITE MAP**

Barn Ranch: 17601 SE Lake Moneysmith Rd, Auburn, WA 98092



#### THIS IS THE END OF THE RFP PACKAGE