



Amendment #1 (December 6, 2022): Updated Seattle Business License links under section 9.9 (page 14) and updated WMBE Inclusion Plan document linked on pages 7 and 20.

Revisions to the original RFI issued on November 30, 2022 are highlighted in yellow and underlined (addition) or as a strikethrough (deletion).

REQUEST FOR PROPOSALS Consultant Contract

Project Title:

Families, Education, Preschool & Promise (FEPP) Levy Evaluation

Procurement Schedule

Schedule of Events	Date/Time	Details
Solicitation Release	Wednesday, November 30, 2022	Department of Education and Early Learning website page: http://www.seattle.gov/education
Optional Information Sessions	Monday, December 5, 2022 Friday, December 9, 2022 12:00 – 1:00 p.m. PST	Online Webinars Links to participate posted online: DEEL Funding Opportunities.
Q&A	Deadline to submit questions: January 5, 2023 11:59 p.m. PST	E-mail all questions to DEELfunding@seattle.gov with “Question: FEPP Evaluation RFP” in subject line. Responses posted online: DEEL Funding Opportunities .
Proposal Submission Deadline	January 11, 2023 11:59 p.m. PST	Submission instructions included in Section 5, pg. 7
Interviews	January 31 and February 1, 2023	If applicable, Consultants will be contacted to schedule an online interview
Announcement of Successful Proposer(s)	February 10, 2023	
Anticipated Contract Negotiation Period	February 13-27, 2023	
Contract Execution	March 13, 2023	

The City reserves the right to modify this schedule. Changes will be posted on the City's Funding Opportunities page on the DEEL website: <https://www.seattle.gov/education/for-providers/funding-opportunities/2022-fepp-levy-evaluation-rfp>

Mayor's Executive Order 2021-08 Vaccination Requirements for City Contractors

The Consultant, by submitting its Proposal, agrees that it will comply with Mayor's Executive Order 2021-08, regarding COVID-19 Vaccination Requirements, and that it will require its workers, service providers, subcontractors, suppliers, and their workers to comply as well. Furthermore, the Consultant shall submit the City provided Vaccine Attestation form (available at www.seattle.gov/contractorvax) no later than 5 days prior to the start of the Work. During the performance of the Work, Consultant shall provide an updated Vaccine Attestation form upon the City's request.

The Executive Order and Vaccine Attestation Form are incorporated herein and are available at: www.seattle.gov/contractorvax.

All costs related to the Mayor's Executive Order shall be considered included with or incidental to other Bid/Cost items.

Procurement Contact Information

Procurement Contact:
Rosa Ammon-Ciaglo, Evaluation Advisor, DEEL
rosa.ammon-ciaglo@seattle.gov

Unless authorized by the Procurement Contact, 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.

Delivery Address:
Submit materials via email to DEELFunding@seattle.gov. See detailed instructions on page 9.

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1. Purpose and Background

Solicitation Overview

Through this Request for Proposal (RFP), the Seattle Department of Education & Early Learning (DEEL) seeks qualified consultants and/or researchers to evaluate the implementation and outcomes of the Families, Education, Preschool & Promise (FEPP) Levy. Specifically, DEEL seeks a consultant to design and implement two related evaluations – a process evaluation and impact evaluation – between 2023 and 2026. The maximum cost for this work is \$500,000.

The purpose of this solicitation is to:

1. Evaluate the implementation of FEPP Levy investment strategies from Early Learning through Postsecondary contexts with a focus on strategic and operational effectiveness.
2. Evaluate the outcomes and impact of the FEPP Levy with a focus on participant, strategy, and system-level outcomes.
3. Obtain process and/or policy recommendations to inform the continuous quality improvement of FEPP Levy investment strategies.

A breakdown of desired consultant qualifications is detailed on page 6 of this solicitation along with an anticipated scope of work detailed on page 5.

About the Families, Education, Preschool & Promise (FEPP) Levy

The mission of the Seattle Department of Education & Early Learning (DEEL), under the direction of Mayor Bruce Harrell, is to transform the lives of Seattle’s children, youth, and families through strategic investments in education. In November 2018, Seattle voters approved the FEPP Levy, a seven-year, \$619 million-dollar property tax levy to invest in Seattle’s youth. Under the FEPP Levy, the City’s Department of Education and Early Learning (DEEL) partners with families, community-based organizations, and the Seattle school district to achieve educational equity, close opportunity gaps, and build a better future for Seattle students by investing in the following:

- High-quality early learning opportunities that prepare children for success in kindergarten
- Academic support and college and career readiness experiences that promote on-time high-school graduation
- Physical and mental health services that support learning
- Post-secondary opportunities that promote attainment of a certificate, credential, or degree

The FEPP levy's intended outcome is that students in historically underserved groups, including African American/Black, Hispanic/Latino, Native American, Pacific Islander, underserved Asian populations, other students of color, refugee and immigrant, homeless, English language learners, and LGBTQ students, are achieving academically across the preschool to post-secondary continuum.

The Levy implementation period runs from the 2019-20 school year through the 2025-26 school year. The FEPP Levy [Implementation and Evaluation Plan](#) details DEEL’s core strategies, goals, and evaluation framework for FEPP Levy investments. In addition to the Implementation and Evaluation Plan, background information about FEPP Levy investments and evaluation activities are provided in Section 10: Reference Links.

2. Performance Schedule & Scope of Work

The work for this contract will take place from March 2023 through June 2026. The contractor will perform the activities described in the Scope of Work either in person or virtually, with meetings with DEEL staff and program partners to be held via online platforms such as Microsoft Teams or Zoom.

There are three primary components of this evaluation: Evaluation Design, Process Evaluation, and Impact Evaluation. This schedule may be altered based on discussions with the selected consultant and/or as part of the initial design phase. DEEL will structure the consultant agreement based on deliverables, not activities or time allotments. It is permissible to use effort to estimate cost, but the contract payments will be made upon receipt and approval of deliverables.

Phase	Scope of Work Elements	Anticipated Timing
Start-Up Phase	Contract Negotiation & Execution Period	February 2023
Work Phase 1 Evaluation Design	Engage City of Seattle stakeholders and DEEL staff to design two sequential, mixed methods studies evaluating the implementation, outcomes, and impact of the FEPP Levy. Deliverables: Evaluation Designs and Work Plan.	March – June 2023 <i>FEPP Levy Year 4</i>
Work Phase 2 Process Evaluation	Implement process evaluation as designed in Work Phase 1, including secondary data synthesis, data collection, analysis, and reporting. Deliverables: Technical report with strategy recommendations, community-facing brief, presentations.	July 2023 – June 2024 <i>FEPP Levy Year 5</i>
Work Phase 3 Impact Evaluation	Conduct a mixed methods evaluation assessing FEPP Levy outcomes/impacts, as designed during Work Phase 1. Deliverables: Impact Evaluation Technical Report, Community-Facing Brief, Presentations	Complete by June 2026 <i>FEPP Levy Year 7</i>

Evaluation Design

In the evaluation design phase, the successful contractor will design two evaluations (one process evaluation and one impact evaluation) with input from key internal (City of Seattle) and external stakeholders. Both evaluations should employ mixed methods (integrated qualitative and quantitative inquiry) where appropriate and support the City of Seattle’s understanding of the FEPP Levy’s operational effectiveness and population-level outcomes, guided by the [FEPP Levy Implementation and Evaluation Plan](#).

Key evaluation questions, to be finalized during the period of performance, include:

- Process evaluation:
 - To what extent has FEPP Levy implementation aligned with Levy goals for child, program, & system-level impacts?
 - What can annual, strategy-level performance data collected to date (2018 – 2023) tell us about preliminary outcomes of FEPP investments across years and across strategies?
 - To what extent is DEEL’s performance-based contracting driving continuous improvement and progress toward desired outcomes?
- Impact evaluation:
 - To what extent have FEPP Levy investments made an impact at the child, program, and system level?

Data & Methods

The selected consultant will be expected to both synthesize and interpret existing data about FEPP Levy investments and complete primary data collection and analysis as needed to address evaluation questions. Data that the consultant will have access to include annual reports and evaluations, de-identified academic and demographic data for students served by FEPP-funded programs, quantitative program performance measures, survey data, and qualitative program monitoring data. A high-level overview of available data is detailed in the Data Collection Appendix in Section 11 (page 21) of this solicitation.

Stakeholder engagement

DEEL will expect the consultant to engage a Stakeholder Advisory Committee to inform the evaluation designs and interpret findings. The consultant should facilitate a culturally responsive and relationship-centered stakeholder engagement strategy.

Reporting:

Upon concluding each evaluation implementation phase, the consultant will be responsible for providing a suite of final evaluation products to disseminate major findings from the project for participants and stakeholders. The final deliverable schedule can be negotiated as part of the contracting process. Currently, DEEL will be expecting the following:

- Technical Report – Final summative report that provides a comprehensive overview of methods, findings, and include conclusions/recommendations to inform strategic learning.
- Community Facing Brief – Brief, easily-digestible summary of evaluation findings designed to communicate results to a non-technical audience, including the general public.
- Power Point Summary Presentation – The Consultant will summarize the main findings and conclusion from the technical report in a PowerPoint format and present results in 3-4 presentations to key stakeholder groups.

3. 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 has experience working on a project of similar scope and budget with a government entity.
2. Consultant team has conducted evaluation(s) related to the education field within the last five years.
3. Consultant team has demonstrated experience designing and conducting evaluations that utilized a mixed-methods approach (integrated qualitative and quantitative methods).
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.

4. Desired Qualifications

1. Consultant team 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.
2. Consultant team has experience conducting systems evaluation or demonstrated ability to produce analyses that span a variety of interventions and contexts.
3. Consultant team is knowledgeable about local government processes, including contracting and funding practices.
4. Consultant team has evaluation/research experience related to education across early learning, K-12, and postsecondary settings.
5. Consultant team has experience facilitating stakeholder engagement to inform study designs.
6. Consultant team has experience conducting both process and impact evaluations.

5. Response Materials and Submittal

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.

1. **Letter of interest (optional).**
2. **Proof of Legal Business Name (if applicable):** Provide a certificate or documentation from the Secretary of State in which you incorporated that shows your company legal name. Many companies use a “Doing Business As” name or nickname in daily business; the City requires the legal name for your company. When preparing all forms below, use the proper company legal name. Your company’s legal name can be verified through the State Corporation Commission in the state in which you were established, which is often located within the Secretary of State’s Office for each state. For the State of Washington, see <http://www.secstate.wa.gov/corps/>
3. **Consultant Questionnaire (mandatory):** Submit the following in your response, even if you sent one to the City for previous solicitations. <http://www.seattle.gov/Documents/Departments/FAS/PurchasingAndContracting/Consulting/fas-cpcs-consultant-questionnaire.docx>
4. **Consultant Inclusion Plan (mandatory):**
You must submit a Consultant Inclusion Plan in your response. See the following link for guidance: https://www.seattle.gov/documents/Departments/DEEL/FundingOpportunities/2022%20FEPP%20Levy%20Evaluation%20RFP/WMBE.Inclusion.Plan.Form.AMENDED_12-6-22.docx
5. **Minimum Qualifications (mandatory):** Provide a response limited to 2 pages that lists each Minimum Qualification listed on Page 6, and exactly how you achieve each minimum qualification. The City will refer only to the information provided in this section to determine whether you meet minimum qualifications. The Project Manager is not obligated to check references or search other materials to make this decision.

- 6. Proposal Response (mandatory):** Please provide a proposal response that includes the elements (6A – 6E) outlined below. Your proposal should be comprehensible to an educated non-expert. Please respond fully to each prompt within the specified page limits. Supplemental materials, such as resumes or tables, are permitted in an attached appendix and do not count toward section page limits. However, please note that reviewers may not have the capacity to closely review appendices during the scoring process, so appendices should be limited to information that is purely supplemental.
- 6A: 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 3, Minimum Qualifications, and Section 4, Desired Qualifications. *(Maximum 3 pages, minimum spacing 1.2 lines)*
- 6B: Anticipated Evaluation Approach:** Describe how you would approach the scope of work, addressing the evaluation questions provided and listing any other questions you recommend to strengthen the work. In your description, please list team member roles as they pertain to the data collection, analysis and reporting, and explain how you anticipate centering race and social justice in your methods. *(Maximum 6 pages, minimum spacing 1.2 lines.)*
- 6C: Stakeholder Engagement:** Describe how you would engage a stakeholder group in an ongoing capacity to support the quality of evaluations. What considerations would you highlight in this process and describe any best practice approaches you expect to utilize. *(Maximum 2 pages, minimum spacing 1.2 lines.)*
- 6D: 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 how you would present information to different audiences. *(Maximum 2 pages, minimum spacing 1.2 lines)*
- 7. Cost Proposal (mandatory):** Please submit a detailed budget that include estimated hours by task and hourly rates for team members participating on the project. The maximum cost for the full scope of work is \$500,000.
- 8. Prior Work Samples (mandatory):** 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. We encourage samples that relate to the scope of work described in this RFP and/or illustrate experience described in minimum and desired qualifications. Please provide an example of a process evaluation and an impact evaluation, and include a project that demonstrates a focus on racial equity.
- 9. List of Professional References (mandatory):** 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. Consultant Questionnaire
4. Consultant Inclusion Plan
5. Minimum Qualifications
6. Proposal Response
7. Cost Proposal
8. Prior Work Samples
9. List of Professional References

Submitting Responses:

- Responses are due and ***must be received before*** 11:59 p.m. PST on January 11, 2023.
- **Electronic submission:**
Email to: DEELfunding@seattle.gov

Submit files only in MS Word or Adobe PDF or MS Excel. The Proposal Response (items 6A-6D) should be submitted as one file.

Please use the following naming conventions:

- Email subject: **[Consultant Name] FEPP Evaluation Proposal**
- Attached files: **[ConsultantName]_FEPP_Eval_Item#_Item**
For example: StarConsulting_FEPP_Eval_1_Letter of Interest
- If attachments are too large to send in a single email, proposal documents may be submitted in multiple emails. Please use the following naming convention for submissions across multiple emails:
 - Email subject: **Email [#] of [Total # of emails]: [Consultant Name] FEPP Evaluation Proposal**
For example: Email 1 of 3: Star Consulting FEPP Evaluation Proposal
- We highly encourage online submission of proposals; however, we will accommodate those who may need to submit by mail or by hand if online submission poses a barrier.

For deliveries by mail or by hand, please contact us at DEELFunding@seattle.gov for accommodations with a minimum of 1 full business day notice.

- **Submittal Questions:** DEELfunding@seattle.gov, email header "Question: FEPP Evaluation RFP"

6. Selection Process

6.1 Initial Screening: The City will review the Proof of Legal Name, Minimum Qualification Sheet, an Inclusion Plan, 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.

6.2 Proposal Evaluation: The City will evaluate proposals using the criteria below. Responses will be evaluated, scored, and ranked by a Consultant Evaluation Committee.

Evaluation Criteria

Evaluation Area	Evaluation Criteria for Full Points	Scoring (Points)
Team Composition and Competencies	<ul style="list-style-type: none"> The team meets or exceeds desired qualifications Team member roles in the project are clearly articulated and their backgrounds aligned with the roles they will play in the evaluation 	20
Anticipated Evaluation Approach	<ul style="list-style-type: none"> Approach incorporates mixed methods and fully addresses evaluation questions outlined in the Scope of Work. Provides a clear and feasible approach to data collection, analysis, and reporting for each phase in the Scope of Work within the given timeline and budget. Where applicable, approach includes statistically rigorous methods to assess outcomes and impact of FEPP investment areas. Approach to evaluation design, data collection, and analysis demonstrates a strong race and social justice focus Articulates any limitations or potential biases in methodologies outlined and how the Consultant would seek to minimize or control for them. 	40
Stakeholder Engagement and Reporting	<ul style="list-style-type: none"> Details strategies to successfully engage stakeholders in different phases of the evaluation. Describes a process for delivering reports and updates to DEEL staff to support quality improvements and strategic shifts. Describes a utilization focused and culturally responsive approach to stakeholder engagement and reporting. 	15
Cost Proposal	<ul style="list-style-type: none"> Costs are clearly outlined for each phase of the project scope Costs appear to be reasonable and commensurate to the project plan 	10
Prior Work Samples	<ul style="list-style-type: none"> Work samples are high-quality, provide actionable recommendations, demonstrate culturally responsive research practices, and are connected to the scope of work outlined in this RFP. Examples demonstrate ability to successfully conduct an evaluation of similar size, scope, and subject matter to the RFP scope. 	15
Total Base Score		100
Interview (if applicable)	<ul style="list-style-type: none"> Consultant team description of proposal aligns with materials submitted to the City. Principal Investigator and key personnel demonstrate strong understanding of subject matter and methodology proposed. Team provides clear responses to clarifying questions from the Evaluation Committee. 	15

6.3 The City may interview top ranked firms from the proposal evaluation. If interviews are conducted, rankings of firms shall be determined by the City, using the combined results of interviews and proposal submittals. Consultants invited to interview are to bring the Principal Investigator(s) named by the

Consultant in the Proposal, and are encouraged to bring other key personnel named in the Proposal. The Consultant shall not bring individuals who do not work for the Consultant or are not on the project team without advance authorization by the Procurement Contact. If interviews are conducted, they will be worth 15 additional points.

- 6.4 References:** The City may contact one or more references. The City may use references named or not named by the Proposer.
- 6.5 Selection:** City shall select the highest ranked Proposer(s) for award, including written proposal and the interview (if applicable). The City reserves the right to make a final selection based on the combined results and/or the overall consensus of the Consultant Evaluation Committee.
- 6.6 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 Reference Links).
- 6.7 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.
- 6.8 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.

7. Award and Contract Execution

DEEL will provide timely notice of an intent to award to all Consultants responding to the Solicitation.

7.1 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.

7.2 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.

7.3 Debriefs.

For a debrief, contact the City Project Manager.

7.4 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.

7.5 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)

7.6 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.

<http://www.irs.gov/pub/irs-pdf/fw9.pdf>

8. Contract Modifications

The City consultant agreement boilerplate is attached (see Reference Links).

The City has attached its boilerplate contract terms so Proposers can be familiar with the boilerplate and the non-negotiable terms before submitting a proposal. Any questions about the City's boilerplate should be made in advance of submittal.

If a Consultant seeks to modify the Contract, the Consultant must request that within their Proposal response as taking an "Exception". The Consultant must provide a revised version that shows their proposed alternative contract language. The City is not obligated to accept such proposed changes. If you request Exceptions that materially change the character of the contract, the City may reject the Consultant's Proposal as non-responsive. The City cannot modify provisions mandated by Federal, State or City law: Equal Benefits, Audit (Review of Vendor Records), WMBE and EEO, Confidentiality, and Debarment, or mutual indemnification. Such Exceptions would be summarily disregarded.

Although the City may open discussions with the highest ranked apparent successful Proposer to align the proposal or contract to best meet City needs, this does not ensure negotiation of modifications proposed by the consultant through the exception process above.

9. 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.

9.1 Registration into the Online Business Directory.

If you have not previously done so, register at: <http://www.seattle.gov/obd> The City expects all firms to register. Women- and minority- owned firms are asked to self-identify (see section 7.26). For assistance, email FAS_PC@seattle.gov.

9.2 Information Sessions.

The City offers an optional information sessions at the time, date, and participation link on Page 1. Proposers are highly encouraged to attend but it is not required. Proposers will have the opportunity to ask clarifying

questions or raise concerns about the solicitation. Failure to raise concerns over any issues at this opportunity will be a consideration in any protest filed regarding such items known as of this pre-proposal conference.

9.3 Questions.

Proposers may submit written questions to DEELfunding@seattle.gov until the deadline stated on Page 1. 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.

9.4 Changes to the RFP.

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 and shall become part of this RFP.

9.5 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 with or without specific confirmation from the Consultant that any and all addenda was received and incorporated into your response. However, the Project Manager reserves the right to reject any submittal that does not fully incorporate Addenda that is critical to the project.

9.6 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.
- d. The submitter has full responsibility to ensure the response arrives at the City within the deadline. A response delivered after the deadline may be rejected unless waived as immaterial by the City given specific fact-based circumstances.

Electronic Submittal.

Please e-mail documents to DEELfunding@seattle.gov by the deadline listed on Page 1 or as otherwise amended.

- a. Title the e-mail and documents as indicated in section 5 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.

9.7 Proposer Responsibility to Provide Full Response.

It is the Proposer's responsibility to respond in a manner 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/RFQ deadline; this does not limit the City's right to consider additional information (such as references that are not provided by the Proposer but are known to the City, or past City experience with the consultant), or to seek clarifications as needed.

9.8 Prohibited Contacts

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

9.9 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/employee(s) in Seattle, you make sales trips into Seattle, your own company drives into Seattle for product deliveries, and/or you conduct service work in Seattle (repair, installation, service, maintenance work, on-site consulting, etc).
- c. We provide a Consultant Questionnaire Form in our submittal package items later in this RFP/RFQ, and it will ask you to specify if you have "physical nexus".
- d. All costs for any licenses, permits and Seattle Business License taxes owed shall be borne by the Consultant and not charged separately to the City.
- e. The apparent successful Consultant(s) must immediately obtain the license and ensure all City taxes are current, unless exempted by City Code due to reasons such as no physical nexus. Failure to do so will cause rejection of the submittal.
- f. The City of Seattle Application for a Business License and additional licensing information can be found here: <https://www.seattle.gov/city-finance/business-taxes-and-licenses/business-licenses>
- ~~g. You can find Business License Application help here: <http://www.seattle.gov/licenses/get-a-business-license/license-application-help>~~
- h. Self-Filing: You can pay your license and taxes on-line using a credit card www.seattle.gov/self/
- i. 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.
- ~~j. The licensing website is <http://www.seattle.gov/licenses>~~
- k. If a business has extraordinary balances due on their account that would cause undue hardship to the business, the business can contact the License and Tax Administration office at tax@seattle.gov to request additional assistance.
- l. 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.

9.10 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.

9.11 Federal Excise Tax. The City is exempt from Federal Excise Tax.

9.12 No Guaranteed Utilization.

The City does not guarantee utilization of any contract awarded through this RFP process. 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.

9.13 Expansion Clause.

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

Expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with the following:

(a) New Work is not reasonable to solicit separately; (b) is for reasonable purpose; (c) was not reasonably known by the City or Consultant at time of solicitation or was mentioned as a possibility in the solicitation (i.e. 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 change 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.

The City reserves the right to independently solicit and award any New Work to another firm when deemed appropriate or required by City policy.

9.14 Effective Dates of Offer.

Solicitation responses are valid until the City completes award. Should any Proposer object to this condition, the Proposer must object prior to the Q&A deadline on page 1.

9.15 Cost of Preparing Proposals.

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

9.16 Readability.

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

9.17 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.

9.18 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.

9.19 Withdrawal of Proposal.

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

9.20 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.

9.21 Incorporation of RFP/RFQ and Proposal in Contract.

This RFP/RFQ 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.

9.22 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.

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.

9.23 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.

9.24 Women and Minority Subcontracting.

The Mayor's Executive Order and City ordinance require the maximum practicable opportunity for successful participation of minority and women-owned subcontracts. All proposers must agree to SMC Chapter 20.42, and seek meaningful subconsultant 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 subconsultants 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.

WMBE firms need not be state certified to meet the City's WMBE definition. The City defines WMBE firms as at least 51% (percent) owned by women and/or minority. To be recognized as a WMBE, register on the City's [Online Business Directory](#). Federally funded transportation projects require a Disadvantaged Business Enterprises (DBE) program; for that program, firms must be certified by the [Washington State Office of Minority and Women Business Enterprises \(OMWBE\)](#).

9.25 Insurance Requirements.

Insurance requirements are provided as an Attachment. If attached, provide proof of insurance and additional insured endorsement policy language to the City before Contract execution. The apparent successful Proposer must promptly provide proof of insurance to the City upon receipt of the notice of intent to award. 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.

9.26 Proprietary Materials.

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

The State of Washington's Public Records Act requires that public records must be promptly disclosed by the City upon request unless that RCW or another Washington State statute specifically exempts records from disclosure. Exemptions are narrow and explicit and are listed in Washington State Law (Reference RCW 42.56 and RCW 19.108).

Bidders/proposers must be familiar with the Washington State Public Records Act and the limits of record disclosure exemptions. For more information, visit the Washington State Legislature's website at <http://app.leg.wa.gov/rcw/default.aspx?cite=42.56>.

If you have any questions about disclosure of the records you submit with your bid, contact the Procurement Contact named in this document.

Marking Your Records Exempt from Disclosure (Protected, Confidential, or Proprietary)

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

If you believe any of the records you are submitting to the City as part of your bid/proposal or contract work products, are exempt from disclosure you can request that they not be released before you receive notification. To do so you must complete the City Non-Disclosure Request Form ("the Form") provided by the City (see page 4 on the Consultant Questionnaire) and very clearly and specifically identify each record and the exemption(s) that may apply. (If you are awarded a City contract, the same exemption designation will carry forward to the contract records.)

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

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

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

Requesting Disclosure of Public Records

The City asks bidders and their companies to refrain from requesting public disclosure of bids until an intention to award is announced. This measure is intended to protect the integrity of the solicitation process particularly during the evaluation and selection process or in the event of a cancellation or re-solicitation. With this preference stated, the City will continue to be responsive to all requests for disclosure of public records as required by State Law. If you do wish to make a request for records, visit <https://www.seattle.gov/public-records/public-records-request-center>.

9.27 Ethics Code.

Familiarize yourself with the City Ethics code: http://www.seattle.gov/ethics/etpub/et_home.htm. For an in-depth explanation of the City's Ethics Code for Contractors, Vendors, Customers and Clients, visit: <http://www.seattle.gov/ethics/etpub/faqcontractorexplan.htm>. Any questions should be addressed to Seattle Ethics and Elections Commission at 206-684-8500.

No Gifts and Gratuities.

Consultants shall not directly or indirectly offer anything (such as retainers, loans, entertainment, favors, gifts, tickets, trips, 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 of this is giving sporting event tickets to a City employee who is also on the evaluation team of a solicitation to which you submitted or intend to submit. The definition of what a "benefit" would be is broad and could include not only awarding a contract but also the administration of the contract or evaluating contract performance. The rule works both ways, as it also prohibits City employees from soliciting items from Consultants.

Involvement of Current and Former City Employees.

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

Contract Workers with over 1,000 Hours.

The Ethics Code applies to Consultant workers that perform over 1,000 cumulative hours on any City contract during any 12-month period. Any such employee must abide by the City Ethics Code. The Consultant is to be aware and familiar with the Ethics Code accordingly.

No Conflict of Interest.

Consultant (including officer, director, trustee, partner or employee) must not have a business interest or a close family or domestic relationship with any City official, officer or employee who was, is, or will be involved in selection, negotiation, drafting, signing, administration or evaluating Consultant performance. The City shall make sole determination as to compliance.

Campaign Contributions (Initiative Measure No. 122)

Elected officials and candidates are prohibited from accepting or soliciting campaign contributions from anyone having at least \$250,000 in contracts with the City in the last two years or who has paid at least \$5,000 in the last 12 months to lobby the City. See Initiative 122, or call the Ethics Director with questions.

9.28 Background Checks and Immigrant Status.

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

9.29 Notification Requirements for Federal Immigration Enforcement Activities.

Prior to responding to any requests from an employee or agent of any federal immigration agency including the Immigration and Customs Enforcement (ICE), the U.S. Department of Homeland Security (DHS), Homeland Security Investigations (HSI), Enforcement Removal Operations (ERO), Customs and Border Protection (CBP), and U.S. Citizenship and Immigration Services (USCIS) regarding your City contract, Consultants shall notify the Project Manager immediately.

Such requests include, but are not limited to:

- a. requests for access to non-public areas in City buildings and venues (i.e., areas not open to the public such as staff work areas that require card key access and other areas designated as “private” or “employee only”); or
- b. requests for data or information (written or oral) about workers engaged in the work of this contract or City employees.

No access or information shall be provided without prior review and consent of the City. The Consultant shall request the ICE authority to wait until the Project Manager is able to verify the credentials and authority of the ICE agent and will direct the Consultant on how to proceed.

10. Reference Links

Background about the City of Seattle and FEPP Levy Investments:

- About the FEPP Levy: <https://www.seattle.gov/education/big-initiatives/fepp-levy>
- FEPP Levy Implementation & Evaluation Plan: <http://www.seattle.gov/documents/Departments/DEEL/FEPP%20Levy%20Implementation%20and%20E%20valuation%20Plan.pdf>
- City of Seattle Race and Social Justice Initiative: <http://www.seattle.gov/rsji/>

Reporting & Evaluation:

- FEPP Year 1 Annual Report: https://www.seattle.gov/documents/Departments/DEEL/AboutTheLevy/FEPPyear1_AnnualReport_WEB_Release011122.pdf
- FEPP Year 2 Annual Report: https://www.seattle.gov/documents/Departments/DEEL/AboutTheLevy/FEPP_Year2Report_2021-2022_WEB.pdf
- Seattle Preschool Program Process Evaluations:
 - School Readiness Consulting (SRC) – 2019: http://www.seattle.gov/Documents/Departments/DEEL/FundingOpportunities/RFPs/2021/SPP_ProcessEvaluationReport_SchoolReadinessConsulting_2019.pdf
 - School Readiness Consulting (SRC) – 2021: <https://www.seattle.gov/documents/Departments/DEEL/FundingOpportunities/2022%20FEPP%20Levy%20Evaluation%20RFP/2021.SPP.Process.Evaluation.SRC.pdf>
- Seattle Preschool Program Impact Evaluations:
 - National Institute for Early Education Research (NIEER) - 2015-19: <https://nieer.org/research-report/seattle-pre-k-program-evaluation>
 - Education Northwest – 2022: <https://www.seattle.gov/documents/Departments/DEEL/FundingOpportunities/2022%20FEPP%20Levy%20Evaluation%20RFP/2022.SPP.Impact.Evaluation.EDNW.pdf>
- Seattle Promise Process Evaluation:
 - DEEL: https://www.seattle.gov/documents/Departments/DEEL/AboutTheLevy/Seattle%20Promise/SP%20Process%20Evaluation%20Full%20Report_FINAL_.pdf

Proposal Submission and Contracting References:

- Consultant Questionnaire: <http://www.seattle.gov/Documents/Departments/FAS/PurchasingAndContracting/Consulting/fas-cpcs-consultant-questionnaire.docx>
- WMBE Inclusion Plan: https://www.seattle.gov/documents/Departments/DEEL/FundingOpportunities/2022%20FEPP%20Levy%20Evaluation%20RFP/WMBE.Inclusion.Plan.Form.AMENDED_12-6-22.docx
- Insurance Requirements: <https://www.seattle.gov/documents/Departments/DEEL/FundingOpportunities/2022%20FEPP%20Levy%20Evaluation%20RFP/Insurance.Requirement.Transmittal.Form.Current.pdf>
- Consultant Agreement Boilerplate: <https://www.seattle.gov/documents/Departments/DEEL/FundingOpportunities/2022%20FEPP%20Levy%20Evaluation%20RFP/City.of.Seattle.Consultant.Agreement.Boilerplate.2022.pdf>

11. DATA COLLECTION APPENDIX

The table below provides a high level summary of the data available across FEPP Levy investment areas. Data will be shared with the successful FEPP Levy evaluation consultant in accordance with all partner data sharing agreements and City of Seattle privacy policy. Keep in mind that an “investment-level” analysis will entail aggregating across multiple schools or programs.

Table 11.1: FEPP Levy Investment Data Summary

Level	Key Data
Population	<p>Seattle-wide rates of Kindergarten Readiness, Meeting Standards on State Assessments, High School Graduation, College Matriculation/Graduation (aggregate, accessed from OSPI and ERDC).</p> <p>Data on all Seattle Public School Students (about 55,000 per year):</p> <ul style="list-style-type: none"> • Demographics (student-level) • School Attendance (student-level) • Discipline (student-level) • School Climate Survey (aggregate at the school level) • Coursework and Grades (student-level) • Assessments (student-level): Washington Kindergarten Inventory of Developing Skills (WaKIDS), Measures of Academic Progress (MAP), Smarter Balanced Assessment (SBA) and SAT.
Organization/ Contract Data	<p>Since January 2019, DEEL has had 425 contracts totaling \$345 Million with 108 organizations, including local institutional partners and community-based organizations. Each contract has a scope of work, associated performance metrics, actual paid amounts, and narrative reports submitted by partners.</p>
DEEL-Served Families, Children, and Youth Data	<p>Since school year 2019-20, DEEL has served about 40,000 unique children and youth (many through multiple programs):</p> <ul style="list-style-type: none"> • 5,500 children through preschool (27 partner agencies, 90+ sites) • 22,000 K-12 students through investments at their schools (30 schools, Seattle Public School District) • 5,000 K-12 students through after-school, summer and/or culturally specific and responsive programs (mostly at community-based sites, 50 partners) • 22,000 K-12 students through school-based health centers and nurse visits (29 schools, Seattle Public School District) • 1,670 Post-Secondary Students through Seattle Promise (3 schools, Seattle Colleges) <p>Data on DEEL-served program participants:</p> <ul style="list-style-type: none"> • Link to student-level SPS data listed under “Population,” above • Program participation and attendance (aggregate vs. student level varies by program) • Survey data (administration varies by program): for example: preschool family and teacher surveys, K-12 student pre-post surveys (aggregate vs. respondent level varies by program) • For preschool students: child-level information on household size and income, child demographics, Teaching Strategies Gold (TSG), teacher demographics and education, Classroom Assessment Scoring System (CLASS) results for their classrooms • For postsecondary (Seattle Promise) student level: quarterly program enrollment/persistence, college coursework and credit attainment, developmental coursework and degree/ certificate completion.