



# Department of Commerce

STATE OF WASHINGTON  
DEPARTMENT OF COMMERCE  
**REQUEST FOR PROPOSALS (RFP)**  
**RFP NO. 20-21403-003**

**NOTE:** *If you download this RFP from the Department of Commerce website, you are responsible for sending your name, address, e-mail address, and telephone number to the RFP Coordinator in order for your organization to receive any RFP amendments or bidder questions/agency answers.*

**PROJECT TITLE:** Washington State Child Care Industry Assessment

**PROPOSAL DUE:** September 9, 2019 at 5:00 pm, Pacific Time, Olympia, WA

**ESTIMATED TIME PERIOD FOR CONTRACT:** October 21, 2019 – June 30, 2020

**CONSULTANT ELIGIBILITY:** This procurement is open to those consultants that satisfy the minimum qualifications stated herein and that are available for work in Washington State.

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# 1. INTRODUCTION

## 1.1. PURPOSE AND BACKGROUND

The Washington State Legislature enacted legislation in 2018 that established a Child Care Collaborative Task Force to make policy recommendations about improving Washington's child care system that address accessibility, affordability, and quality. In 2019, additional legislation expanded the work to include extensive research that is to culminate in a strategy, timeline, and implementation plan to reach the goal of affordable and accessible child care for all Washington families by 2025. Legislation also directs the state's Department of Children, Youth and Families to analyze and make recommendations about adjusting the state's child care subsidy program and early learning program. This solicitation includes research and analysis to support these directives.

The Washington State Department of Commerce hereafter called "COMMERCE," is initiating this Request for Proposals (RFP) to solicit proposals from entities interested in participating in this project to complete research, assessments, analyses, models, and reports described in [2SHB 1344](#) section 2 and section 6, Laws of 2019, and [E2SHB 1391](#) section 6 and section 12, Laws of 2019.

COMMERCE intends to award one or multiple contract(s) to provide the services described in this RFP.

### Background:

1. 2SHB 1344 directs COMMERCE and the Child Care Collaborative Task Force to submit an assessment by July 1, 2020, a report and implementation plan by December 1, 2020, and strategy and implementation plan by June 1, 2021. This includes:
  1. Child care industry assessment (section 2);
  2. Facilities needs assessment (section 2(g));
  3. State employee child care access survey (section 3, completed by state staff);
  4. Child care cost estimate model, including the costs of compliance and quality (section 6(1)(a)-(b) and E2SHB 1391 section 12 veto message);
  5. Policy recommendations for pay scale changes, increasing racial and ethnic equity and diversity, recognizing the value of cultural competency and multilingualism, incentivizing education and credential advancements, recognizing equivalencies and experience, differentiating subsidy rates, and investing in providers serving those furthest from opportunity (section 6(1)(c));
  6. Phased implementation plan for policy changes to the Working Connections Child Care program to increase eligibility, establish a graduated system of copayments that eliminates the cliff effect and limits family payments to 7% of income by January 1, 2025, enable the state to provide contracted slots, eliminate work requirements for student families, eliminate fiscal caps on enrollment (section 6(1)(d)); and
  7. Strategy, timeline, and implementation plan to reach the goal of accessible and affordable child care for all families by the year 2025 (section 6(1)(e)).
2. E2SHB 1391 section 6 directs the Department of Children, Youth, and Families (DCYF) to submit a preliminary report on July 1, 2020 with a final report due July 1, 2021 on the following topics:
  1. Analysis of consumer income and copay requirements in Working Connections Child Care and recommendations for mitigating the "cliff effect" for child care subsidy consumers. Recommendations must consider:
    - i. How to further develop and implement a sliding scale or tiered reimbursement and phase-out model that works for both consumers and providers and provides incentives for quality child care across communities;
    - ii. Whether or not increasing or decreasing the eligibility threshold for WCCC would allow parents to grow professionally without losing affordable child care;

- iii. Whether further graduation of the copay scale would help alleviate the cliff that occurs at subsidy cutoff; and
    - iv. Capping family child care expenses at seven percent of a family's income;
  - 2. Recommendations related to differential slot rates for the Early Childhood Education and Assistance Program (ECEAP) based on variable factors that may contribute to costs for providers when working to achieve positive child outcomes. When developing the recommendations, DCYF must:
    - v. Consider, at a minimum, variations by geographic region, contractor type, child risk factors, and teacher credentials;
    - vi. Evaluate advantages and disadvantages of linking ECEAP rates and other child care subsidy rates; and
    - vii. Review the department-designated subsidy regions and adjust regional boundaries as necessary to reflect regional economic conditions; and
    - viii. A plan for blending child care development funds and ECEAP funds to provide extended day slots in ECEAP. The plan must include consideration of administrative efficiencies gained resulting from fully transferring the Working Connections Child Care program into DCYF.
- 3. COMMERCE and DCYF recognize similarities and synergies between these requirements, and would like to jointly oversee work contracted under this RFP to ensure coordination and efficiency.
- 4. COMMERCE and DCYF Office of Innovation, Alignment, and Accountability (OIAA) will collaborate to ensure efficient use of available data and rigorous research methods, and to assist with the interpretation of data and report preparation.

## 1.2. OBJECTIVES AND SCOPE OF WORK

### Lead and Supporting Contractors:

1. Consultants may propose to fulfill all, one, or a combination of the following objectives:

*By March 31, 2020:*

- OBJ. 1.2.1. Child Care Industry and Facilities Needs Assessment Report
  - OBJ. 1.2.1.A. Child Care Industry Assessment
  - OBJ. 1.2.1.B. Facilities Needs Assessment

*By June 30, 2020:*

- OBJ. 1.2.2. Child Care Cost Estimate Model
- OBJ. 1.2.3. Analysis of Policies to Support Child Care Providers and Workforce
- OBJ. 1.2.4. Working Connections Child Care and ECEAP Analysis and Recommendations

2. We expect one Consultant to serve in a capacity as "Lead Contractor," responsible for coordinating all objectives and scopes of work. Consultants must specify in their proposal whether they intend to act in the Lead Contractor capacity.
3. We expect additional Consultants with specialized expertise ("Supporting Contractors") may subcontract with the Lead Contractor or directly contract with COMMERCE to fulfill specific objectives and scopes of work, in coordination with the Lead Contractor.
4. We encourage prospective consultants to coordinate with potential subcontractors before submitting a proposal, and include subcontractors in the proposal.
5. Consultants must identify the following in the proposal:

1. The specific objectives and scopes of work the Consultant intends to complete.
2. Whether the Consultant intends to act as Lead Contractor.
  - If so, whether the Consultant would be willing to complete a lesser scope of work should COMMERCE chose another Consultant to act as Lead Contractor.
  - If not acting as Lead Contractor, how the Consultant would ensure coordination and communication with the Lead Contractor, and how deliverables would fit together.

**General Expectations:**

6. We expect all (both lead and supporting) Contractors to:
  1. Understand and assist COMMERCE, DCYF, and the Child Care Collaborative Task Force with meeting the intent and requirements of 2SHB 1344 (sections 2 and 6) and E2SHB 1391 (sections 6 and 12), Laws of 2019.
  2. Maintain coordination of project activities with parallel, related efforts of COMMERCE, DCYF, and the Child Care Collaborative Task Force as applicable.
  3. Efficiently use and build upon existing data, reports, and resources.
  4. Develop and follow a research and analytical plan coordinated with COMMERCE and DCYF OIAA.
  5. Demonstrate willingness and capacity to navigate processes to establish a data sharing agreement (DSA) with DCYF and/or have research reviewed by the Washington State Institutional Review Board (WSIRB) to procure data, if necessary.
  6. Provide COMMERCE datasets and detailed information about research methodology, limitations, and data sources.
  7. Produce written reports that conform to COMMERCE communication standards.
  8. Create report summaries and visuals to communicate findings to diverse audiences (e.g., executive summaries, one-pagers, and infographics).
7. The following activities are within the scope of this RFP:
  1. Maintaining communication and coordination with COMMERCE and stakeholders identified by COMMERCE, including but not limited to DCYF.
  2. Developing a research and analytical plan that includes identifying, evaluating, and using (a) existing data sources, reports, and resources, and (b) available evidence-based, industry-standard models and methodologies, to frame, plan, and conduct analyses and assessments.
  3. Partnering with one or more statewide organizations representing parents with experience conducting parent listening tours to complete the industry assessment as described in 2SHB 1344 section 2.
  4. Creating written and visual reports, documents, media, and communications that successfully communicate complex ideas to diverse audiences.

5. Providing information and briefings to the Child Care Collaborative Task Force as requested by and in coordination with COMMERCE.
  6. Subcontracting with highly qualified individuals or firms as needed with pre-approval from COMMERCE. We encourage Consultants to coordinate with potential subcontractors before submitting a proposal, and include the subcontractors in the proposal.
8. The following activities are out-of-scope:
- o Exceeding the scope outlined by 2SHB 1344 sections 2, 3(4), and 6, and E2SHB 1391 sections 6 and 12, unless requested or approved by COMMERCE.
  - o Conducting outreach and collecting data outside the research and analytical plan approved by COMMERCE.

**Objectives:**

**OBJ. 1.2.1. Child Care Industry and Facilities Needs Assessment (2SHB 1344 section 2)**

- o **By March 31, 2020:** The Contractor(s) shall complete and submit to COMMERCE a Washington State Child Care Industry Assessment report, including a statewide child care facilities needs assessment, that fulfills requirements described in 2SHB 1344 section 2. This includes 1.2.1.A and 1.2.1.B described below.

1.2.1.A. Child Care Industry Assessment (2SHB 1344 section 2(a)-(f))

1. In general, we expect the child care industry assessment will include:
  - Industry description overview:
    - Number, size, geographic location, and mix of providers types across settings, currently and trends over time
  - o Provider business description and the economics of child care including:
    - Financial costs, gains, and risks for existing and new providers
    - Costs and barriers to entry for new providers, including financing, regulatory environment and facility needs
    - Role of competition
    - Role of public child care subsidies
    - Role of publically funded preschool programs in child care industry, such as ECEAP and Head Start
  - Description of the child care industry workforce including:
    - Numbers and categories of staff
    - Wage, turnover, skill requirements, etc.
    - Labor supply and demand
  - Description of the market and buyers/customers:
    - Demographic, geographic, and other indicators
    - Relation of customer need to supply across the state
    - Affordability and price elasticity for working parents
    - Threat of substitution
2. Consultants performing the Child Care Industry Assessment must, per 2SHB 1344 section 2(1)(b) and section 3(4):

- a. Partner with a statewide organization representing parents with experience conducting listening tours. We expect this partnership may include collaborating to conduct local or regional outreach and collect data to better understand (1) parent/caregiver perspectives about child care options (including parent preferences, needs, and considerations), and (2) why parents make the decisions they do regarding child care. This collaboration should help Consultants reach parents who are disconnected from formal child care and early learning systems by leveraging an understanding of our diverse local communities and cultures and existing trusted relationships.
  - b. Analyze and incorporate into the Industry Assessment the results of the Washington state employee child care access survey administered by the Washington State Office of Financial Management per section 3. This survey has received WSIRB exempt approval. We expect data will be available by December 2019.
3. At a minimum, Consultants must address the following in the Child Care Industry Assessment according to 2SHB 1344 section 2 (extracted below in italics).
- a. A summary of data availability is included in Exhibit E.
    - i. To the extent data is available or accessible within the performance period of this project, we expect that data will be differentiated, broken down, defined, described, identified, and included as described in 2SHB 1344 section 2.
    - ii. In the case data is unavailable or inaccessible during the performance period, we expect the Consultant will identify evidence-based, applicable methodologies for estimating or extrapolating data based upon existing and available research, models, and data.
    - iii. For the Provider Study (2SHB 1344 section 2(2)(a)), DCYF will provide summary level data on the number of licensed and licensed-exempt providers who provide state subsidized child care, and summary demographic data on the children receiving state subsidized care.
    - iv. For the Economic Study (2SHB 1344 section 2(2)(f)), DCYF will provide access to worker-level data for early learning workers registered in the DCYF workforce registry (MERIT).
    - v. For the Facilities Needs Assessment (2SHB 1344 section 2(2)(g)), DCYF will provide access to data at a local level of geography (zip code, school district, or census tract) on the estimated number of children need child care and preschool (available by age group and household income group) as well as the estimated supply of care at the local level.
  - b. As described in 2SHB 1344 section 2(2):
    - i. *The assessment may be developed using existing reports, studies, models, and analysis related to child care affordability and access.*
    - ii. *The industry assessment must, at a minimum:*

- (a) *Incorporate current data on the number of children age twelve and under who are receiving care from child care and early learning providers.*
- *The data must differentiate, to the extent possible:*
    - i. Children served by licensed and certified child care centers and family homes;*
    - ii. Public schools providing preschool and child care programs;*
    - iii. Private schools providing child care programs;*
    - iv. State agencies and other municipalities providing child care programs;*
    - v. License-exempt providers who care for children for four hours or less per day;*
    - vi. Family, friend, and neighbor caregivers;*
    - vii. Nannies and au pairs;*
    - viii. Religious organizations providing care;*
    - ix. Entities providing before-and-after school care;*
    - x. Employer-supported child care; and*
    - xi. Other formal and informal networks of care.*
  - *The data must, to the extent possible, include a breakdown by provider type of the:*
    - i. Number of children receiving state subsidized care;*
    - ii. Number of children receiving exclusively private pay care;*
    - iii. Number of providers who are accepting state subsidy and, for providers who are not accepting subsidy, reasons why not;*
    - iv. Demographics of children served, including age, race, rates of developmental delays or disability, family income, home language, and population group trends. Demographic information must including military, homeless, and tribal families; and*
    - v. Demographics of providers, including age, race, family income, home language, number of years providing care, education levels, utilization rates of state assistance, and the number of times a provider has changed locations;*
- (b) *Define and describe the characteristics of the informal child care market, including estimates of the children served in this market by age group;*
- (c) *Identify family child care choices by family income bracket;*
- (d) *Include a visual representation of child care supply and demand by region that identifies areas with the highest need related to child care accessibility and affordability;*
- (e) *Identify trends in the relationship between private pay rates and subsidy rates for child care providers;*
- (f) *Include, to the extent possible, an analysis of the industry's quantitative or qualitative contribution to the state's economy, including:*
- vi. Employment and wage information for self-employed licensed child care providers and the employees of*

- licensed child care providers, including information about providers accessing public assistance;*
- vii. Workforce pipeline data for early learning professions;*
- viii. The estimated costs to the state economy of child care inaccessibility, including lost economic activity and reduced tax revenue; and*
- ix. Direct and indirect effects on labor participation, workplace productivity, and household earnings of working parents who use child care. The analysis must include information related to the workplace productivity of workers using employer-supported child care[.]*

1.2.1.B. Facilities Needs Assessment (2SHB 1344 section 2(g))

- (a) In accordance with 2SHB 1344 section 2(g), include a facilities needs assessment to determine the type and number of child care facilities necessary to address unmet capacity needs for high-quality child care programs such as the ECEAP, Head Start, Working Connections Child Care, and Early Head Start. The needs assessment must include zip code level analysis to identify geographic areas with concentrated barriers to access.
- (b) We expect the facilities needs assessment will effectively use existing data and models for identifying facilities needs and barriers to access.

**OBJ. 1.2.2. Child Care Cost Estimate Model (2SHB 1344 section 6(1)(a), E2SHB 1391 section 12)**

- **By June 30, 2020:** The Contractor(s) shall develop and submit to COMMERCE a child care cost estimate model to determine the full costs providers would incur when providing high quality child care, including recommended teacher-child ratios based on research and best practices.
  - In accordance with 2SHB 1344 section 6(1)(a):
    - The model must include:
      - Regional differences;
      - Employee salaries and benefits;
      - Enrollment levels;
      - Facility costs; and
      - Costs associated with compliance with statutory and regulatory requirements, including Washington’s Early Achievers quality rating system participation, and identify specific costs associated with each level of the rating system and on any quality indicators utilized.
    - The model must utilize existing data and research available from existing studies and reports, including the compensation technical work group recommendations described in OBJ 1.2.3 below.
    - The model must consider differentiating subsidy rates by child age and region, evaluate the effectiveness of current child care subsidy region boundaries, and examine alternatives such as zip code level regions or regionalization based on urban, suburban, and rural designations.
  - In the Governor’s explanation of the partial veto of E2SHB 1391 section 12, the Governor stated, “The purpose of [s]ection 12, which directs [DCYF] to create a workgroup to study the cost of child care regulations, overlaps with the work of the Child Care Collaborative Task Force in HB 1344. In order to streamline efforts and also avoid duplicative efforts, I am directing [COMMERCE] and DCYF to ensure that the purpose of [s]ection 12 is incorporated into the work of the HB 1344 Task Force.” Therefore, the model must also meet the intent of E2SHB 1391 section 12:

- Study (a) the financial impacts of DCYF licensing regulations on child care businesses and benefits of these regulations; (b) direct and indirect financial costs to child care providers that are associated with participation in the Early Achievers quality rating system; and (c) benefits to providers associated with participation in the Early Achievers quality rating system.
- Review available health, safety, and education outcome data for children and families engaged in Early Achievers programs when analyzing the costs and benefits associated with provider participation in the Early Achievers quality rating system.
- Include an analysis of costs associated with licensing and Early Achievers requirements that may have a disproportionate economic impact on businesses located in rural areas of the state.

**OBJ. 1.2.3. Analysis of Policies to Support Child Care Providers and Workforce (2SHB 1344 section 6(1)(c))**

- **By June 30, 2020:** The Contractor(s) shall submit to COMMERCE analysis of policy options for recommendations described in 2SHB 1344 section 6(1)(c).
- 2SHB 1344 section 6(1) states: [The Child Care Collaborative Task Force shall...] (c) Evaluate recommendations from the DCYF technical workgroup on compensation, including consideration of pay scale changes, to achieve pay parity with K-12 teachers by January 1, 2025. When considering implementation of the technical work group recommendations, the task force shall further develop policy recommendations for DCYF that:
  - i. Endeavor to preserve and increase racial and ethnic equity and diversity in the child care workforce and recognize the value of cultural competency and multilingualism;
  - ii. Include a salary floor that supports recruitment and retention of a qualified workforce in every early learning setting, determined by an analysis of fields that compete to recruit workers with comparable skills, competencies, and experience of early childhood educators;
  - iii. Index salaries for providers against the salary for a typical preschool lead teacher, differentiating base compensation for varying levels of responsibility within the early childhood workplace including consideration of center directors, assistant directors, lead teachers, assistant teachers, paraprofessionals, family child care owners, and family home assistants;
  - iv. Incentivize advancements in relevant higher education credentials and credential equivalencies, training, and years of experience, by increasing compensation for each of these, including early learning certificates, associate degrees, bachelor's degrees, master's degrees, and doctoral degrees;
  - v. Consider credential equivalencies, including certified demonstration of competencies developed through apprenticeships, peer learning models, community-based training, and other strategies;
  - vi. Consider a provider's years of experience in the field and years of experience at his or her current site;
  - vii. Differentiate subsidy rates by region; and
  - viii. Provide additional targeted investments for providers serving a high proportion of Working Connections Child Care families, providers demonstrating additional linguistic or cultural competency, and providers serving populations furthest from opportunity, including:
    - A. Families enrolled in the ECEAP program;
    - B. Underserved geographic communities;
    - C. Underserved age groups such as infants and toddlers; and
    - D. Populations with specialized health or educational needs.

**OBJ. 1.2.4. Working Connections Child Care and ECEAP Analysis and Recommendations (E2SHB 1391 section 6; 2SHB 1344 section 6(1)(d))**

- **By June 30, 2020:** The Contractor(s) shall perform the following analysis and make recommendations in the following areas:
  1. An analysis of consumer income and copay requirements in Working Connections Child Care and recommendations for mitigating the "cliff effect" for child care subsidy consumers. (E2SHB 1391 6(1))
  2. Recommendations related to differential slot rates for ECEAP based on variable factors that may contribute to costs for providers when working to achieve positive child outcomes. (E2SHB 1391 6(2))
  3. A phased implementation plan for policy changes to the Working Connections Child Care program. The implementation plan must focus on children and families furthest from opportunity as defined by income and must include recommended targeted supports for providers serving children who are underserved and emphasize greater racial equity. Implementation plan must include:
    - i. Increasing program income eligibility to 300% of the federal poverty level or 85% of the state median income;
    - ii. Establishing a graduated system of copayments that eliminates the cliff effect for families and limits the amount a family pays for child care to a maximum of 7% of the family's income by January 1, 2025;
    - iii. Developing a model to enable the state to provide contracted slots to programs serving Working Connections Child Care families in order to expand access for low-income families;
    - iv. Eliminating work requirements for student families participating in the Working Connections Child Care program; and
    - v. Eliminating the fiscal cap on Working Connections Child Care enrollment. (2SHB 1344 6(d))
- In considering the implications of any proposed changes in the current income and eligibility strategies, the report produced by the contractor should provide information on each of the following areas:
  - a. How would any proposed changes be implemented? How would the proposals impact both consumers and providers? How would the proposals provide incentives for increased quality across regions?
  - b. Consideration should be given to increasing or decreasing the eligibility threshold (specifically considering 300% of federal poverty level (FPL)), further gradations in copay, or tiers of subsidy based on income, and using state median income (SMI) instead of FPL for determinations.
  - c. Are the current gradations of subsidy rates based on child's age and regions the most effective method for determining subsidy rate to promote accessibility and affordability for families? Do they effectively incentivize quality for providers?
- In considering the implications of any proposed recommendations for differential slot rates for ECEAP, the report produced by the contractor should provide information on each of the following areas:
  - a. How does the recommendation take into account the cost to providers based on factors such as regional variations, contractor type, child risk factors and teacher credentials? This should include a review of the current department-designated subsidy regions and include recommendations on adjustments to the regions to reflect current economic conditions.
  - b. What are the administrative efficiencies gained resulting from fully transferring the child care subsidy program (CCSP) from the Department of Social and Health Services (DSHS) into DCYF? This should include the advantages and disadvantages of linking ECEAP rates and other child care

subsidy rates and a plan to blend Child Care Development Fund (CCDF) and ECEAP funds to provide extended day slots in ECEAP.

- In considering the implications of any proposed changes in the current copayment strategy, the report produced by the contractor should provide information on each of the following areas:
  - a. What percentage of a family's income is assessed as a copayment at various income levels within eligibility? What is the change in cost to a family compared to the current structure at different income levels and household sizes as a result of the new copayment structure?
  - b. Does the copayment schedule recognize that below a minimum income copayments may compete with a family's expenditures on basic necessities such as shelter, utilities, or transportation?
  - c. How does the new copayment structure increase or decrease the "cliff effect" both within eligibility and at subsidy cutoff? When determining this take into account household size and the cost of care after eligibility cutoff.
  - d. What is the impact on the CCSP caseload and state budget as a result of the proposed copayment structure? What will be the expected changes in uptake rate as a result of the proposed copayment structure? At what point will the forecast of the overall caseload reach the caseload cap of 33,000? This should consider both the changes in copayment to the current participants and increases or decreases to the overall caseload.
- The following is background information for the analysis and recommendations of changes in the copayment strategy:
  - The cliff effect occurs when a small increase in income makes a much larger increase in the cost of child care, therefore reducing a families' total actual resources.
  - Current copayment strategy has two gradations at the lowest income levels and then a marginal increase of 50% for every dollar of household income after 137.5% of the federal poverty level, the result of which is copays of as much as 18-24% of household income as a family nears subsidy cutoff.
  - The cost of care in the marketplace varies by region and is not dependent on subsidy copayment, therefore, changes in copayment structure or eligibility limits could result in an increase or decrease in the cliff effect.
  - Reductions in the copay limits could increase both uptake rates and caseloads at the higher income eligibility levels and the cliff effect at subsidy cutoff.

### **1.3 MINIMUM QUALIFICATIONS**

Minimum qualifications include:

- Licensed to do business in the State of Washington or submit a statement of commitment to become licensed in Washington within thirty (30) calendar days of being selected as the Apparently Successful Contractor.
- 5+ years of experience successfully completing services and deliverables similar to those described in Section 1.2 of this RFP, demonstrated in the Management Proposal (RFP Section 3.3).

## 1.4 FUNDING

COMMERCE has budgeted an amount not to exceed \$647,000 for this project. Proposals in excess of this amount will be considered non-responsive and will not be evaluated.

Any contract awarded as a result of this procurement is contingent upon the availability of funding.

## 1.5 PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about October 21, 2019 and to end on June 30, 2020. Amendments extending the period of performance, if any, shall be at the sole discretion of the COMMERCE.

## 1.6 CONTRACTING WITH CURRENT OR FORMER STATE EMPLOYEES

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. Proposers should familiarize themselves with the requirements prior to submitting a proposal that includes current or former state employees.

## 1.7 DEFINITIONS

Definitions for the purposes of this RFP include:

**Apparent Successful Contractor(s):** The consultant(s) selected as the entity(ies) to perform the anticipated services, subject to completion of contract negotiations and execution of a written contract(s).

**Consultant:** Individual or company interested in the RFP and that may or does submit a proposal in order to attain a contract with the AGENCY.

**Contractor:** Individual or company whose proposal has been accepted by COMMERCE and is awarded a fully executed, written contract.

**COMMERCE or AGENCY:** The Department of Commerce is the agency of the state of Washington that is issuing this RFP.

**Employer-Supported Child Care:** As defined in Chapter 368, Laws of 2019, this means (a) a licensed child care center operated at or near the workplace by an employer for the benefit of employees; or (b) financial assistance provided by an employer for licensed child care expenses incurred by an employee.

**Lead Contractor:** Contractor responsible for coordinating all objectives and scopes of work described in this RFP, including work of any Supporting Contractors.

**Proposal:** A formal offer submitted in response to this solicitation.

**Proposer:** Individual or company that submits a proposal in order to attain a contract with COMMERCE.

**Request for Proposals (RFP):** Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFP is to permit the consultant community to suggest various approaches to meet the need at a given price.

**Supporting Contractor:** Contractor with specialized expertise who may subcontract with the Lead Contractor or directly contract with COMMERCE to fulfill specific objectives and scopes of work described in this RFP, in coordination with the Lead Contractor.

## **1.8 ADA**

COMMERCE complies with the Americans with Disabilities Act (ADA). Consultants may contact the RFP Coordinator to receive this Request for Proposals in Braille or on tape.

## 2. GENERAL INFORMATION FOR CONSULTANTS

### 2.1. RFP COORDINATOR

The RFP Coordinator is the sole point of contact in COMMERCE for this procurement. All communication between the Consultant and COMMERCE upon release of this RFP shall be with the RFP Coordinator, as follows:

Name	Mary Baldwin
E-Mail Address	mary.baldwin@commerce.wa.gov
Phone Number	(360) 725-2815

Any other communication will be considered unofficial and non-binding on COMMERCE. Consultants are to rely on written statements issued by the RFP Coordinator. COMMERCE recommends that Consultants e-mail the RFP Coordinator to make the RFP Coordinator aware of the Consultant's interest in this procurement. *Communication directed to COMMERCE parties other than the RFP Coordinator may result in disqualification of the Consultant.*

### 2.2. ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Proposals	August 9, 2019
Question & answer period	August 9-16, 2019
Answers to Q&A posted no later than	August 20, 2019
Pre-Proposal Conference	August 23, 2019
<b>Proposals due by 5:00 pm</b>	<b>September 9, 2019</b>
Evaluate proposals	September 10-17, 2019
Conduct oral interviews with finalists, if required	September 18-20, 2019
Announce "Apparent Successful Contractor(s)" and send notification via e-mail to unsuccessful proposers	September 23, 2019
Hold debriefing conferences (if requested)	September 24-26, 2019
Negotiate contract(s)	September 23-October 18, 2019
Begin contract(s) work	October 21, 2019

COMMERCE reserves the right to revise the above schedule.

### 2.3 PRE-PROPOSAL CONFERENCE

A pre-proposal conference is scheduled on **August 23, 2019 at 1:30 p.m.**, Pacific Time. The location of the pre-proposal conference is online via Skype at: <https://bit.ly/2YR8xaT>, **Call-in: 1-360-407-3813, Conference ID: 670122**. All prospective Consultants are encouraged attend; however, attendance is not mandatory.

COMMERCE will be bound only to COMMERCE written answers to questions. Questions arising at the pre-proposal conference or in subsequent communication with the RFP Coordinator will be documented and answered in written form. The RFP Coordinator will post a copy of the questions and answers to Washington's Electronic Bid System (WEBS), and e-mail a copy to each prospective Consultant that has made the RFP Coordinator aware of its interest in this procurement.

### 2.5 SUBMISSION OF PROPOSALS

#### ELECTRONIC PROPOSALS:

The proposal must be **received by the RFP Coordinator** no later than **5:00 pm**, Pacific Time, in Olympia, Washington, on **September 9, 2019**.

Proposals must be submitted electronically as an attachment to an e-mail to the RFP Coordinator, at the e-mail address listed in Section 2.1. Attachments to e-mail shall be in Microsoft Word format or

PDF. Zipped files cannot be received by COMMERCE and cannot be used for submission of proposals. The cover submittal letter and the Certifications and Assurances form must have a scanned signature of the individual within the organization authorized to bind the Consultant to the offer. COMMERCE does not assume responsibility for problems with Consultant's e-mail. If COMMERCE e-mail is not working, appropriate allowances will be made.

Proposals may not be transmitted using facsimile transmission.

Consultants should allow sufficient time to ensure timely receipt of the proposal by the RFP Coordinator. **Late proposals will not be accepted and will be automatically disqualified from further consideration**, unless COMMERCE e-mail is found to be at fault at COMMERCE'S sole determination. All proposals and any accompanying documentation become the property of COMMERCE and will not be returned.

## **2.6 PROPRIETARY INFORMATION AND PUBLIC DISCLOSURE**

Proposals submitted in response to this competitive procurement shall become the property of COMMERCE. All proposals received shall remain confidential until the Apparent Successful Contractor is announced; thereafter, the proposals shall be deemed public records as defined in Chapter 42.56 of the Revised Code of Washington (RCW).

Any information in the proposal that the Consultant desires to claim as proprietary and exempt from disclosure under the provisions of Chapter 42.56 RCW, or other state or federal law that provides for the nondisclosure of your document, must be clearly designated. The information must be clearly identified and the particular exemption from disclosure upon which the Consultant is making the claim must be cited. Each page containing the information claimed to be exempt from disclosure must be clearly identified by the words "Proprietary Information" printed on the lower right hand corner of the page. Marking the entire proposal exempt from disclosure or as Proprietary Information will not be honored.

If a public records request is made for the information that the Consultant has marked as "Proprietary Information," COMMERCE will notify the Consultant of the request and of the date that the records will be released to the requester unless the Consultant obtains a court order enjoining that disclosure. If the Consultant fails to obtain the court order enjoining disclosure, COMMERCE will release the requested information on the date specified. If a Consultant obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to Chapter 42.56 RCW, or other state or federal law that provides for nondisclosure, COMMERCE shall maintain the confidentiality of the Consultant's information per the court order.

A charge will be made for copying and shipping, as outlined in RCW 42.56. No fee shall be charged for inspection of contract files, but twenty-four (24) hours' notice to the RFP Coordinator is required. All requests for information should be directed to the RFP Coordinator.

## **2.7 REVISIONS TO THE RFP**

In the event it becomes necessary to revise any part of this RFP, addenda will be provided via e-mail to all individuals who have made the RFP Coordinator aware of their interest. Addenda will also be published on Washington's Electronic Bid System (WEBS). The website can be located at <https://fortress.wa.gov/ga/webs/>. For this purpose, the published questions and answers and any other pertinent information shall be provided as an addendum to the RFP and will be placed on the website. Such addenda will also be published on an Agency page, located at <http://www.commerce.wa.gov/serving-communities/current-opportunities/>.

If you downloaded this RFP from the Agency website located at [www.commerce.wa.gov](http://www.commerce.wa.gov), you are responsible for sending your name, e-mail address, and telephone number to the RFP Coordinator in order for your organization to receive any RFP addenda.

COMMERCE also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract.

## **2.8 DIVERSE BUSINESS INCLUSION PLAN**

Responders will be required to submit a Diverse Business Inclusion Plan with their proposal. In accordance with legislative findings and policies set forth in RCW 39.19, the state of Washington encourages participation in all contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE), set forth in RCW 43.60A.200 for firms certified by the Washington State Department of Veterans Affairs, and set forth in RCW 39.26.005 for firms that are Washington Small Businesses. Participation may be either on a direct basis or on a subcontractor basis. However, no preference on the basis of participation is included in the evaluation of Diverse Business Inclusion Plans submitted, and no minimum level of minority- and women-owned business enterprise (MWBE), Washington Small Business, or Washington State certified Veteran Business participation is required as a condition for receiving an award. Any affirmative action requirements set forth in any federal governmental rules included or referenced in the contract documents will apply.

COMMERCE has the following agency goals:

- 10% participation by Minority Owned Business
- 6% participation by Women Owned Business
- 5% participation by Veteran Owned Business
- 5% participation by Small Businesses

## **2.9 ACCEPTANCE PERIOD**

Proposals must provide 60 days for acceptance by COMMERCE from the due date for receipt of proposals.

## **2.10 COMPLAINT PROCESS**

Vendors may submit a complaint to COMMERCE based on any of following:

- a) The solicitation unnecessarily restricts competition;
- b) The solicitation evaluation or scoring process is unfair; or
- c) The solicitation requirements are inadequate or insufficient to prepare a response.

A complaint may be submitted to COMMERCE at any time prior to 5 days before the bid response deadline. The complaint must meet the following requirements:

- a) The complaint must be in writing;
- b) The complaint must be sent to the RFP coordinator in a timely manner;
- c) The complaint should clearly articulate the basis for the complaint; and
- d) The complaint should include a proposed remedy.

The RFP coordinator will respond to the complaint in writing. The response to the complaint and any changes to the solicitation will be posted on WEBS. The Director of COMMERCE will be notified of all complaints and will be provided a copy of COMMERCE'S response. The complaint may not be raised again during the protest period. COMMERCE'S action or inaction in response to the complaint will be final. There will be no appeal process.

## **2.11 RESPONSIVENESS**

All proposals will be reviewed by the RFP Coordinator to determine compliance with administrative requirements and instructions specified in this RFP. The Consultant is specifically notified that failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive.

COMMERCE also reserves the right at its sole discretion to waive minor administrative irregularities.

## **2.12 MOST FAVORABLE TERMS**

COMMERCE reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the Consultant can propose. There will be no best and final offer procedure. COMMERCE reserves the right to contact a Consultant for clarification of its proposal.

The Apparent Successful Contractor should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some, or all, of the Consultant's proposal. It is understood that the proposal will become a part of the official procurement file on this matter without obligation to COMMERCE.

## **2.13 CONTRACT GENERAL TERMS & CONDITIONS**

The apparent successful contractor will be expected to enter into a contract which is substantially the same as the sample contract and its general terms and conditions attached as Exhibit D. In no event is a Consultant to submit its own standard contract terms and conditions in response to this solicitation. The Consultant may submit exceptions as allowed in the Certifications and Assurances form, Exhibit A to this solicitation. All exceptions to the contract terms and conditions must be submitted as an attachment to Exhibit A, Certifications and Assurances form. COMMERCE will review requested exceptions and accept or reject the same at its sole discretion.

## **2.14 COSTS TO PROPOSE**

COMMERCE will not be liable for any costs incurred by the Consultant in preparation of a proposal submitted in response to this RFP, travel to or conduct of a presentation, or any other activities related to responding to this RFP.

## **2.15 NO OBLIGATION TO CONTRACT**

This RFP does not obligate the state of Washington or COMMERCE to contract for services specified herein.

## **2.16 REJECTION OF PROPOSALS**

COMMERCE reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this RFP.

## **2.17 COMMITMENT OF FUNDS**

The Director of COMMERCE or delegate is the only individual who may legally commit COMMERCE to the expenditures of funds for a contract resulting from this RFP. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

## **2.18 ELECTRONIC PAYMENT**

The state of Washington prefers to utilize electronic payment in its transactions. The successful contractor will be provided a form to complete with the contract to authorize such payment method.

## **2.19 INSURANCE COVERAGE**

The Contractor is to furnish COMMERCE with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth within the contract.

The Contractor shall, at its own expense, obtain and keep in force insurance coverage which shall be maintained in full force and effect during the term of the contract. The Contractor shall furnish evidence

in the form of a Certificate of Insurance that insurance shall be provided, and a copy shall be forwarded to COMMERCE within fifteen (15) days of the contract effective date. Standard insurance requirements are included within the sample contract and its special terms and conditions attached as Exhibit D.

### 3. PROPOSAL CONTENTS

#### ELECTRONIC PROPOSALS:

Proposals must be written in English and submitted electronically to the RFP Coordinator in the order noted below:

1. Letter of Submittal, including signed Certifications and Assurances (Exhibit A to this RFP)
2. Technical Proposal
3. Management Proposal
4. Cost Proposal
5. Diverse Business Inclusion Plan (Exhibit B to this RFP)
6. Workers' Rights Certification (Exhibit C to this RFP)

Proposals must provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the proposal, but should assist the Consultant in preparing a thorough response.

Items marked "mandatory" must be included as part of the proposal for the proposal to be considered responsive, however, these items are not scored. Items marked "scored" are those that are awarded points as part of the evaluation conducted by the evaluation team.

#### 3.1. LETTER OF SUBMITTAL (MANDATORY)

The Letter of Submittal and the attached Certifications and Assurances form (Exhibit A to this RFP) must be signed and dated by a person authorized to legally bind the Consultant to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include by attachment the following information about the Consultant and any proposed subcontractors:

- A. Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be written.
- B. Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.)
- C. Legal status of the Consultant (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
- D. Federal Employer Tax Identification number or Social Security number and the Washington Uniform Business Identification (UBI) number issued by the state of Washington Department of Revenue. If the Consultant does not have a UBI number, the Consultant must state that it will become licensed in Washington within thirty (30) calendar days of being selected as the Apparently Successful Contractor.
- E. Statewide Vendor Number issued by the State of Washington, if available.
- F. Location of the facility from which the Consultant would operate.
- G. Identify any state employees or former state employees employed or on the firm's governing board as of the date of the proposal. Include their position and responsibilities within the Consultant's organization. If following a review of this information, it is determined by COMMERCE that a conflict of interest exists, the Consultant may be disqualified from further consideration for the award of a contract.

#### 3.2. TECHNICAL PROPOSAL (SCORED)

The Technical Proposal must contain a comprehensive description of services including the following elements:

- A. Project Approach/Methodology:** Include a complete description of the Consultant's proposed approach and methodology for the project. This section should convey Consultant's understanding of the proposed project.
- B. Work Plan:** Include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the project defined in this RFP. This section of the technical proposal must contain sufficient detail to convey to members of the evaluation team the Consultant's knowledge of the subjects and skills necessary to successfully complete the project. Include any required involvement of COMMERCE staff. The Consultant may also present any creative approaches that might be appropriate and may provide any pertinent supporting documentation.
- C. Project Schedule:** Include a project schedule indicating when the elements of the work will be completed. Project schedule must ensure that any deliverables requested are met.
- D. Outcomes and Performance Measurement:** Describe the impacts/outcomes the Consultants propose to achieve as a result of the delivery of these services including how these outcomes would be monitored, measured and reported to the state agency.
- E. Risks:** The Consultant must identify potential risks that are considered significant to the success of the project. Include how the Consultant would propose to effectively monitor and manage these risks, including reporting of risks to the COMMERCE contract manager.
- F. Deliverables:** Fully describe deliverables to be submitted under the proposed contract. Deliverables must support the requirements set forth in Section 1.2, Objectives and Scope of Work.

### 3.3. MANAGEMENT PROPOSAL

#### A. Project Management (SCORED)

- 1. **Project Team Structure and Internal Controls:** Provide a description of the proposed project team structure and internal controls to be used during the course of the project, including any subcontractors. Provide an organizational chart of your firm indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management. Include who within the firm will have prime responsibility and final authority for the work.
- 2. **Staff Qualifications and Experience:** Identify staff, including subcontractors, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel, and include the amount of time each will be assigned to the project. Provide resumes for the named staff, which include information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information. The Consultant must commit that staff identified in its proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the AGENCY.

#### B. Experience of the Consultant (SCORED)

- 1. Indicate the experience the Consultant and any subcontractors have in the following areas:
  - a. Research and Analysis:
    - i. Conducting quantitative and qualitative research, including research in support of state-level policymaking.
    - ii. Analyzing and assessing industries, markets, and sectors at a state or regional level – in general and specifically related to the child care industry.

- iii. Assessing economic impacts – in general and specifically related to the child care industry.
  - iv. Conducting child care and preschool facilities needs assessments.
  - v. Analyzing child care regulations and regulatory environment.
  - vi. Collaborating with stakeholder organizations to collect data through public engagement processes.
  - vii. Using geographical information systems (GIS) or other tools to map, analyze, and display data.
- b. Communication and Project Management:
    - i. Maintaining effective communications with clients, stakeholders, and workgroups to coordinate and complete a project.
    - ii. Producing detailed written reports.
    - iii. Developing visual communications media, such as infographics, one-page briefing papers, and web-based content.
    - iv. Managing complex projects, especially projects similar in scope, duration, cost, and complexity to the objectives and scope of work described in this RFP.
2. Indicate other relevant experience that indicates the qualifications of the Consultant, and any subcontractors, for the performance of the potential contract.
  3. Include a list of contracts the Consultant has had during the last five years that relate to the Consultant's ability to perform the services needed under this RFP. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/e-mail addresses.

**C. Related Information (MANDATORY)**

1. If the Consultant or any subcontractor contracted with the state of Washington during the past 24 months, indicate the name of the agency, the contract number and project description and/or other information available to identify the contract.
2. If the Consultant's staff or subcontractor's staff was an employee of the state of Washington during the past 24 months, or is currently a Washington State employee, identify the individual by name, the agency previously or currently employed by, job title or position held and separation date.
3. If the Consultant has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the Consultant's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default.
4. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Consultant's position on the matter. COMMERCE will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If no such termination for default has been experienced by the Consultant in the past five years, so indicate.

**D. References (MANDATORY)**

List names, addresses, telephone numbers, and fax numbers/e-mail addresses of three (3) business references for the Consultant and three (3) business references for the lead staff person for whom work has been accomplished and briefly describe the type of service provided. Do not include current COMMERCE staff as references. By submitting a proposal in response to this Work Request, the vendor and team members grant permission to COMMERCE to contact these references and others, who from COMMERCE'S perspective, may have pertinent information. COMMERCE may or may not, at COMMERCE'S discretion, contact references. COMMERCE may evaluate references at COMMERCE'S discretion.

**E. OMWBE Certification (OPTIONAL AND NOT SCORED)**

Include proof of certification issued by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) if certified minority-, women-, or veteran-owned firm(s) will be participating on this project. For more information please visit: <http://www.omwbe.wa.gov>.

### **3.4. COST PROPOSAL**

The maximum fee for this contract must not exceed the amount specified in section 1.4 to be considered responsive to this RFP.

Indirect costs should not exceed 10% of the total fee.

The evaluation process is designed to award this procurement not necessarily to the Consultant of least cost, but rather to the Consultant whose proposal best meets the requirements of this RFP. However, Consultants are encouraged to submit proposals which are consistent with state government efforts to conserve state resources.

#### **A. Identification of Costs (SCORED)**

Identify all costs in U.S. dollars including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. The Consultant is to submit a fully detailed budget including staff costs and any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Consultants are required to collect and pay Washington state sales and use taxes, as applicable.

Costs for subcontractors are to be broken out separately. Please note if any subcontractors are certified by the Washington State Office of Minority and Women's Business Enterprises.

#### **B. Computation**

The score for the cost proposal will be computed by dividing the lowest cost bid received by the Consultant's total cost. Then the resultant number will be multiplied by the maximum possible points for the cost section.

## 4. EVALUATION AND CONTRACT AWARD

### 4.1. EVALUATION PROCEDURE

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. The evaluation of proposals shall be accomplished by an evaluation team(s), to be designated by COMMERCE, which will determine the ranking of the proposals.

COMMERCE, at its sole discretion, may elect to invite the top-scoring firms as finalists for an oral presentation.

The RFP Coordinator may contact the Consultant for clarification of any portion of the Consultant's proposal.

### 4.2. EVALUATION BREAKDOWN

The following weighting will be assigned to the proposal for evaluation purposes:

<b>Technical Proposal – 60%</b>	
Project Approach/Methodology	15%
Work Plan	20%
Project Schedule	5%
Outcome and Performance Measurement	5%
Risks	5%
Deliverables	15%
<b>Management Proposal – 40%</b>	
Project Management	20%
Experience of the Consultant	20%
<b>Cost Proposal</b> is computed in accordance with section 3.4(B) and the result is then added to the combined score for the Technical and Management Proposals.	

**COMMERCE reserves the right to award the contract to the Consultant(s) whose proposal(s) is/are deemed to be in the best interest of COMMERCE and the state of Washington.**

### 4.3. ORAL PRESENTATIONS MAY BE REQUIRED

After evaluating the written proposals COMMERCE may elect to schedule oral presentations of the finalists. Should oral presentations become necessary, COMMERCE will contact the top-scoring firm(s) from the written evaluation to schedule a date, time, and location. Commitments made by the Consultant at the oral interview, if any, will be considered binding.

Should COMMERCE elect to schedule oral presentations of the finalists, the oral presentation(s) will determine the apparent successful contractor(s).

### 4.4. NOTIFICATION TO PROPOSERS

COMMERCE will notify the Apparently Successful Bidder of their selection in writing upon completion of the evaluation process. Individuals or firms whose proposals were not selected for further negotiation or award will be notified separately by e-mail.

#### **4.5. DEBRIEFING OF UNSUCCESSFUL PROPOSERS**

Any Consultant who has submitted a proposal and been notified that they were not selected for contract award may request a debriefing. The request for a debriefing conference must be received by the RFP Coordinator within three (3) business days after the Unsuccessful Consultant Notification is e-mailed to the Consultant. Debriefing requests must be received by the RFP Coordinator no later than 5:00 PM, local time, in Olympia, Washington, on the third business day following the transmittal of the Unsuccessful Consultant Notification. The debriefing must be scheduled within three (3) business days of the request.

Discussion at the debriefing conference will be limited to the following:

- Evaluation and scoring of the firm's proposal;
- Critique of the proposal based on the evaluation;
- Review of proposer's final score in comparison with other final scores *without* identifying the other firms or reviewing their proposals.

Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one hour.

#### **4.6. PROTEST PROCEDURE**

Protests may be made only by Consultants who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the Consultant is allowed five (5) business days to file a protest of the acquisition with the RFP Coordinator. Protests must be received by the RFP Coordinator no later than 5:00 PM, local time, in Olympia, Washington on the fifth business day following the debriefing. Protests may be submitted by e-mail, but the Consultant must also send the document with an original signature by postal mail.

Consultants protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Consultants under this procurement.

All protests must be in writing, addressed to the RFP Coordinator, and signed by the protesting party or an authorized Agent. The protest must state the RFP number, the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included.

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination, or conflict of interest on the part of an evaluator;
- Errors in computing the score;
- Non-compliance with procedures described in the procurement document or COMMERCE policy.

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as: 1) an evaluator's professional judgment on the quality of a proposal, or 2) COMMERCE'S assessment of its own and/or other agencies needs or requirements.

Upon receipt of a protest, a protest review will be held by COMMERCE. The COMMERCE Director or an employee delegated by the Director who was not involved in the procurement will consider the record and all available facts and issue a decision within ten (10) business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may affect the interest of another Consultant that also submitted a proposal, such Consultant will be given an opportunity to submit its views and any relevant information on the protest to the RFP Coordinator.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold COMMERCE'S action; or
- Find only technical or harmless errors in COMMERCE'S acquisition process and determine COMMERCE to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide COMMERCE options which may include:
  - Correct the errors and re-evaluate all proposals, and/or
  - Reissue the solicitation document and begin a new process, or
  - Make other findings and determine other courses of action as appropriate.

If COMMERCE determines that the protest is without merit, COMMERCE will enter into a contract with the apparently successful contractor. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

## **5. RFP EXHIBITS**

- Exhibit A Certifications and Assurances
- Exhibit B Diverse Business Inclusion Plan
- Exhibit C Workers' Rights Certification
- Exhibit D Service Contract Format including General Terms and Conditions
- Exhibit E Industry Assessment Data Sources

**CERTIFICATIONS AND ASSURANCES**

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract:

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by COMMERCE without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
4. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. If there are exceptions to these assurances, I/we have described them in full detail on a separate page attached to this document.
5. I/we understand that COMMERCE will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of COMMERCE, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Proposer and will not be knowingly disclosed by him/her prior to opening, directly or indirectly, to any other Proposer or to any competitor.
7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
8. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
9. I/we grant COMMERCE the right to contact references and others who may have pertinent information regarding the ability of the Consultant and the lead staff person to perform the services contemplated by this RFP.
10. If any staff member(s) who will perform work on this contract has retired from the State of Washington under the provisions of the 2008 Early Retirement Factors legislation, his/her name(s) is noted on a separately attached page.

We (*circle one*) **are / are not** submitting proposed Contract exceptions. (See Section 2.12, Contract and General Terms and Conditions.) If Contract exceptions are being submitted, I/we have attached them to this form.

**On behalf of the Consultant submitting this proposal, my signature below attests to the accuracy of the above statement as well as my authority to bind the submitting organization.**

Signature of Proposer	Date
Printed Name	Title

**DIVERSE BUSINESS INCLUSION PLAN**

Do you anticipate using, or is your firm, a State Certified Minority Business?	Y/N
Do you anticipate using, or is your firm, a State Certified Women’s Business?	Y/N
Do you anticipate using, or is your firm, a State Certified Veteran Business?	Y/N
Do you anticipate using, or is your firm, a Washington State Small Business?	Y/N

If you answered No to all of the questions above, please explain:

---

Please list the approximate percentage of work to be accomplished by each group:

Minority            \_\_\_%  
Women             \_\_\_%  
Veteran            \_\_\_%  
Small Business   \_\_\_%

Please identify the person in your organization who will manage your Diverse Inclusion Plan responsibility:

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_





# Department of Commerce

## Services Contract with

<Individual or contractor organization here>

through

<Name of COMMERCE **program** issuing/administering contract here>

## For

<List project title, if applicable, and/or describe the primary purpose for the funding or the intended outcome/deliverables in approx. 25 words or less>

**Start date:** <Month> <Day>, <Year>

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Attachment A, Scope of Work

Attachment B, Budget

# FACE SHEET

Contract Number: <Insert Number>

Washington State Department of Commerce  
 <Select Division, Board, or Commission>  
 <Insert Unit or Office>  
 <Insert Program(s) and/or Project(s)>

<b>1. Contractor</b> <Insert legal name> <Insert mailing address> <Insert physical address> <Insert location>		<b>2. Contractor Doing Business As (optional)</b> <Insert DBA name> <Insert DBA mailing address> <Insert DBA physical address> <Insert DBA location>	
<b>3. Contractor Representative</b> <Insert name> <Insert title> <Insert phone> <Insert FAX> <Insert e-mail>		<b>4. COMMERCE Representative</b> <Insert name>                      <Insert mailing address> <Insert title>                        <Insert physical address> <Insert phone>                        <Insert location> <Insert FAX> <Insert e-mail>	
<b>5. Contract Amount</b> <Insert \$ amount>	<b>6. Funding Source</b> Federal: <input type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	<b>7. Start Date</b> <Insert date>	<b>8. End Date</b> <Insert date>
<b>9. Federal Funds (as applicable)</b> <Insert \$ amount>		<b>Federal Agency:</b> <b><u>CFDA Number</u></b> <Insert name>                                      <Insert number>	
<b>10. Tax ID #</b> <Insert number>	<b>11. SWV #</b> <Insert number>	<b>12. UBI #</b> <Insert number>	<b>13. DUNS #</b> <Insert number>
<b>14. Contract Purpose</b> <Briefly describe contract purpose>			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" - <insert title>, Attachment "B" - <insert title>, Attachment "C" - <insert title>, <etc.>			
<b>FOR CONTRACTOR</b>  _____ <insert name>, <insert title>  _____ Date		<b>FOR COMMERCE</b>  _____ <insert name>, <insert title>  _____ Date  <b>APPROVED AS TO FORM ONLY          BY ASSISTANT ATTORNEY GENERAL          APPROVAL ON FILE</b>	

**SPECIAL TERMS AND CONDITIONS  
SERVICES CONTRACT  
STATE FUNDS**

**1. CONTRACT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

**2. COMPENSATION**

COMMERCE shall pay an amount not to exceed \$ \_\_\_\_\_ for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Contractor's compensation for services rendered shall be based on the following rates or in accordance with the following terms:

**EXPENSES**

Contractor shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Contractor for authorized expenses shall not exceed \$ \_\_\_\_\_, which amount is included in the Contract total above.

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

**3. BILLING PROCEDURES AND PAYMENT**

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE [*not more often than monthly.*]

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number \_\_\_\_\_. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

**Duplication of Billed Costs**

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

**Disallowed Costs**

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

**NOTE:** *Optional Provision - COMMERCE shall withhold 10 percent from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).*

**SPECIAL TERMS AND CONDITIONS  
SERVICES CONTRACT  
STATE FUNDS**

**4. SUBCONTRACTOR DATA COLLECTION**

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Grant performed by subcontractors and the portion of Grant funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

**5. INSURANCE**

The Contractor shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Contractor or Subcontractor, or agents of either, while performing under the terms of this Contract.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Contractor shall provide COMMERCE thirty (30) calendar days' advance notice of any insurance cancellation, non-renewal or modification.

The Contractor shall submit to COMMERCE within fifteen (15) calendar days of the Contract start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Contract, the Contractor shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Contractor shall provide insurance coverage that shall be maintained in full force and effect during the term of this Contract, as follows:

**Commercial General Liability Insurance Policy.** Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence. Additionally, the Contractor is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

**Automobile Liability.** In the event that performance pursuant to this Contract involves the use of vehicles, owned or operated by the Contractor or its Subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

**Professional Liability, Errors and Omissions Insurance.** The Contractor shall maintain Professional Liability or Errors and Omissions Insurance. The Contractor shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Contractor and licensed staff employed or under contract to the Contractor. The state of Washington, its agents, officers, and employees need *not* be named as additional insureds under this policy.

**Fidelity Insurance.** Every officer, director, employee, or agent who is authorized to act on behalf of the Contractor for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A. The amount of fidelity coverage secured pursuant to this Contract shall be \$100,000 or the highest of planned reimbursement for the Contract period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.
- B. Subcontractors that receive \$10,000 or more per year in funding through this Contract shall secure fidelity insurance as noted above. Fidelity insurance secured by Subcontractors pursuant to this paragraph shall name the Contractor as beneficiary.
- C. The Contractor shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of

**SPECIAL TERMS AND CONDITIONS  
SERVICES CONTRACT  
STATE FUNDS**

coverage, and that COMMERCE will be provided thirty (30) days' advance written notice of cancellation.

**6. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- add any other attachments incorporated by reference on the Face Sheet

**GENERAL TERMS AND CONDITIONS  
SERVICES CONTRACT  
STATE FUNDS**

**1. DEFINITIONS**

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Contractor, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

**2. ACCESS TO DATA**

In compliance with RCW 39.26.180, the Contractor shall provide access to data generated under this Contract to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor's reports, including computer models and the methodology for those models.

**3. ADVANCE PAYMENTS PROHIBITED**

No payments in advance of or in anticipation of goods or services to be provided under this Contract shall be made by COMMERCE.

**4. ALL WRITINGS CONTAINED HEREIN**

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

**5. AMENDMENTS**

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

**6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35**

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

**7. ASSIGNMENT**

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

**8. ATTORNEYS' FEES**

**GENERAL TERMS AND CONDITIONS  
SERVICES CONTRACT  
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Unless expressly permitted under another provision of the Contract, in the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorneys' fees and costs.

**9. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

- A.** "Confidential Information" as used in this section includes:
1. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
  2. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
  3. All personal information in the possession of the Contractor that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B.** The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C.** Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

**10. CONFLICT OF INTEREST**

Notwithstanding any determination by the Executive Ethics Board or other tribunal, COMMERCE may, in its sole discretion, by written notice to the CONTRACTOR terminate this contract if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the CONTRACTOR in the procurement of, or performance under this contract.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The CONTRACTOR and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked with the COMMERCE program executing this Contract, including but not limited to formulating or drafting the legislation, participating in grant procurement planning and execution, awarding grants, and monitoring grants, during the 24-month period preceding the start date of this Contract. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the CONTRACTOR may be disqualified from further consideration for the award of a Contract.

In the event this contract is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of the contract by the CONTRACTOR. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The

**GENERAL TERMS AND CONDITIONS  
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existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

**11. COPYRIGHT**

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

**12. DISPUTES**

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Contractor's name, address, and Contract number; and
- be mailed to the Director and the other party's (respondent's) Contract Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

**GENERAL TERMS AND CONDITIONS  
SERVICES CONTRACT  
STATE FUNDS**

**13. DUPLICATE PAYMENT**

COMMERCE shall not pay the Contractor, if the Contractor has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.

**14. GOVERNING LAW AND VENUE**

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

**15. INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractor's agents, employees, representatives, or any subcontractor or its employees.

The Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Contractor's or any subcontractor's performance or failure to perform the contract. Contractor's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

**16. INDEPENDENT CAPACITY OF THE CONTRACTOR**

The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The Contractor will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

**17. INDUSTRIAL INSURANCE COVERAGE**

The Contractor shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by COMMERCE under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

**18. LAWS**

The Contractor shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and federal governments, as now or hereafter amended.

**19. LICENSING, ACCREDITATION AND REGISTRATION**

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

**GENERAL TERMS AND CONDITIONS  
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**20. LIMITATION OF AUTHORITY**

Only the Authorized Representative or the Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this contract is not effective or binding unless made in writing and signed by the Authorized Representative.

**21. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

During the performance of this Contract, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with COMMERCE. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

**22. PAY EQUITY**

The Contractor agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- a. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- b. Contractor may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
  - (i) A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
  - (ii) A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
  - (iii) A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Contract may be terminated by the Department, if the Department or the Department of Enterprise services determines that the Contractor is not in compliance with this provision.

**23. POLITICAL ACTIVITIES**

Political activity of Contractor employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

**24. PUBLICITY**

The Contractor agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

**25. RECAPTURE**

**GENERAL TERMS AND CONDITIONS  
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In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

**26. RECORDS MAINTENANCE**

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**27. REGISTRATION WITH DEPARTMENT OF REVENUE**

If required by law, the Contractor shall complete registration with the Washington State Department of Revenue.

**28. RIGHT OF INSPECTION**

The Contractor shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

**29. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

**30. SEVERABILITY**

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

**31. SITE SECURITY**

While on COMMERCE premises, Contractor, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

**32. SUBCONTRACTING**

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as

**GENERAL TERMS AND CONDITIONS  
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they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

**33. SURVIVAL**

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

**34. TAXES**

All payments accrued on account of payroll taxes, unemployment contributions, the Contractor's income or gross receipts, any other taxes, insurance or expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

**35. TERMINATION FOR CAUSE**

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

**36. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

**37. TERMINATION PROCEDURES**

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and

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COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of the Authorized Representative. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

1. Stop work under the contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
3. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
6. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
7. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

**38. TREATMENT OF ASSETS**

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.

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D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract

All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

**39. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

**Scope of Work**

**Budget**

**Industry Assessment Data Sources**

DCYF's Office of Innovation, Alignment, and Accountability has data in existing systems or previous analysis projects that can be contributed to elements of the assessment. In addition to existing data and analysis, we believe there are four surveys/sub-assessments that will make up this Industry Assessment:

- Provider Survey (information about non-subsidy providers and why they don't participate in subsidy, and provider location changes)
- Parent Survey (assessing the informal childcare market including alternative caregivers, and employer-supported care)
- Economic Study (childcare contribution to the state's economy, employment/wage, workforce pipeline, cost of inaccessibility)
- Facilities Needs Assessment (incorporating ECEAP, HS, and WCCC needs)

The table below indicates the availability of data from DCYF/OIAA or the need for new study for each subsection of the Industry Assessment requirements.

<b>Section 2</b>	<b>Section Requirements</b>	<b>Data Source</b>	<b>Data Availability</b>
2(a)	Incorporate current data on the number of children age twelve and under who are receiving care from child care and early learning providers. The data must differentiate, to the extent possible:		
	<ul style="list-style-type: none"> <li>• Children served by licensed and certified child care centers and family homes</li> </ul>	DCYF has data on children served by these provider types who receive care through Child Care Subsidy Programs (CCSP).	Data currently available
	<ul style="list-style-type: none"> <li>• Public schools providing preschool and child care programs</li> <li>• Private schools providing child care programs</li> <li>• State agencies and other public municipalities providing child care programs</li> </ul>	DCYF has licensing data on these provider types to the extent they are licensed child care providers.	Limited data currently available and data TBD as part of 1344
	<ul style="list-style-type: none"> <li>• License-exempt providers who care for children for four hours or less per day</li> </ul>	Provider Survey [unsure these providers could be surveyed, need access to a universal list in order to be able find a sample survey].	TBD as part of 1344
	<ul style="list-style-type: none"> <li>• Family, friend, and neighbor (FFN) caregivers</li> </ul>	DCYF has data on these providers to the extent they are licensed for CCSP. No access to those who are not. Statewide estimates may be able to be derived from a survey of parents. Child Care Aware of Washington has access to a non-random sample through FFN playgroups across the state.	Limited data currently available and data TBD as part of 1344
	<ul style="list-style-type: none"> <li>• Nannies and au pairs</li> </ul>	Provider Survey/Parent Survey	TBD as part of 1344
	<ul style="list-style-type: none"> <li>• Religious organizations providing care</li> </ul>	Parent Survey; Child Care Aware of Washington allows providers to self-select that they have "Religious Activities and/or Affiliation" as part of their referral profile, but that would only include licensed providers and may or may not indicate the care is provided by a religious organization.	Limited data currently available and data TBD as part of 1344

Section 2	Section Requirements	Data Source	Data Availability
	<ul style="list-style-type: none"> <li>• Entities providing before-and-after school care</li> </ul>	DCYF has data to the extent these providers are licensed. Child Care Aware of Washington tracks whether providers take kids for before and after school care. (Some do not, even if they are licensed for that age range.)	Limited data currently available and data TBD as part of 1344
	<ul style="list-style-type: none"> <li>• Employer-supported child care</li> </ul>	Parent Survey	TBD as part of 1344
	<ul style="list-style-type: none"> <li>• Other formal and informal networks of care</li> </ul>	Parent Survey	TBD as part of 1344
The data must, to the extent possible, include a breakdown by provider type of the:			
2(a)(i)	<ul style="list-style-type: none"> <li>• Number of children receiving state subsidized care</li> </ul>	DCYF; see Early Start Act Annual Report Chapter 9 for trends	<b>Data currently available</b>
2(a)(ii)	<ul style="list-style-type: none"> <li>• Number of children receiving exclusively private pay care</li> </ul>	DCYF/ELDS estimates of private pay LICENSED care	<b>Data currently available</b>
2(a)(iii)	<ul style="list-style-type: none"> <li>• Number of providers who are accepting state subsidy and, for providers who are not accepting subsidy, reasons why not</li> </ul>	DCYF has access to lists of licensed providers not billing state subsidy. Child Care Aware of Washington tracks whether the provider would like to be referred to families that are using subsidies. Provider Survey	Limited data currently available and data TBD as part of 1344
2(a)(iv)	<ul style="list-style-type: none"> <li>• Demographics of children served, including age, race, rates of developmental delays or disability, family income, home language, and population group trends. Demographic information must include military, homeless, and tribal families;</li> </ul>	DCYF has access to data on demographics of children on subsidized care receiving care in licensed settings and through subsidy FFN; including age, race, family income, home language, homeless, and those receiving care through military and tribal certified providers	Limited data currently available and data TBD as part of 1344
2(a)(v)	<ul style="list-style-type: none"> <li>• Demographics of providers, including age, race, family income, home language, number of years providing care, education levels, utilization rates of state assistance, and the number of times a provider has changed locations</li> </ul>	DCYF has access to data on licensed providers from Licensing data, ELMS, MERIT. Demographics including race/ethnicity and language are optional for licensed providers not in Early Achievers. Data are not available through DCYF on age, family income, education levels, and changing location. DCYF has data on number of years licensed (not providing care). Provider Survey	Limited data currently available and data TBD as part of 1344
2(b)	Define and describe the characteristics of the informal child care market, including estimates of the children served in this market by age group	DCYF has access to data on FFN who utilize subsidy. Parent Survey	Limited data currently available and data TBD as part of 1344
2(c)	Identify family child care choices by family income bracket	Parent Survey	TBD as part of 1344

Section 2	Section Requirements	Data Source	Data Availability
2(d)	Include a visual representation of child care supply and demand by region that identifies areas with the highest need related to child care accessibility and affordability	ELDS – gap between number of children needing care and available care, as well as extreme child care deserts. No data on affordability in ELDS, but Market Rate Survey may be helpful here.	Limited data currently available and data TBD as part of 1344
2(e)	Identify trends in the relationship between private pay rates and subsidy rates for child care providers	DCYF Market Rate Survey, Child Care Aware Annual Reports	<b>Data currently available</b>
2(f)	Include, to the extent possible, an analysis of the industry's quantitative or qualitative contribution to the state's economy, including:	Economic Study	TBD as part of 1344
2(f)(i)	Employment and wage information for self-employed licensed child care providers and the employees of licensed child care providers, including information about providers accessing public assistance	Economic Study	TBD as part of 1344
2(f)(ii)	Workforce pipeline data for early learning professions	Economic Study	TBD as part of 1344
2(f)(iii)	The estimated costs to the state economy of child care inaccessibility, including lost economic activity and reduced tax revenue	Economic Study	TBD as part of 1344
2(f)(iv)	Direct and indirect effects on labor participation, workplace productivity, and household earnings of working parents who use child care. The analysis must include information related to the workplace productivity of workers using employer-supported child care	Economic Study	TBD as part of 1344
2(g)	Include a facilities needs assessment to determine the type and number of child care facilities necessary to address unmet capacity needs for high quality child care programs such as the Early Childhood Education and Assistance Program, Head Start, Working Connections Child Care, and Early Head Start. The needs assessment must include zip code level analysis to identify geographic areas with concentrated barriers to access.	Facility Needs Assessment. Could draw data to inform from ELDS (need/supply gap), ECEAP Saturation Study, Caseload Forecast.	Limited data currently available and data TBD as part of 1344