



# City of Seattle

## REQUEST FOR PROPOSALS

### Consultant Contract

**Project Title: Young Adult Pre-Filing Diversion Family/Intimate Partner  
Violence (Domestic Violence)**

**LWCR-2020-2\_RFP**

### Procurement Schedule

Table 1: Procurement Schedule

Schedule of Events	Date/Time
Solicitation Release	August 24, 2020
Optional Pre-Submittal Conference Virtual using Webex*	September 1, 2020 at 10am September 9, 2020 at 3pm
Deadline for Questions	September 21, 2020
Response Deadline	September 23, 2020
Interviews	October 12, 13, 14, 2020
Announcement of Successful Proposer(s)	October 23, 2020

\* Contact Jenna Robert, [jenna.robert@seattle.gov](mailto:jenna.robert@seattle.gov) for Webex login information

*The City reserves the right to modify this.  
Changes will be posted on the City website or as otherwise stated.*

# Procurement Contact Information

Procurement Contact: Jenna Robert, Assistant Seattle City Prosecutor, Jenna.Robert@Seattle.gov,  
206-233-8738

**Table 2: Delivery Address**

**It is important to use the correct address for the delivery method you chose.**

Email	Fed Ex & Hand Delivery - Physical Address	US Post Office - Mailing Address
<a href="mailto:Jenna.Robert@seattle.gov">Jenna.Robert@seattle.gov</a>	Seattle City Attorney’s Office Columbia Center, Floor 20 701 Fifth Avenue, Suite 2050 Seattle, Washington, 98104	Seattle City Attorney’s Office Columbia Center Floor 701 Fifth Avenue, Suite 2050 Seattle, Washington, 98104-7097

If you do not receive an email or phone call confirming that your submission was received within 2 business days of submitting, it is your obligation to contact Jenna Robert at 206-233-8738 and ensure that the email submission was received.

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

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## 1. Purpose and Background.

The Seattle City Attorney's Office is requesting proposals from qualified consultants to establish a pilot pre-filing (pre-charge) diversion opportunity for some young adults accused of committing misdemeanor domestic violence crimes. Victims/survivors often express a desire to have a response that the current criminal justice system does not offer. A goal of pre-filing diversion is to provide an opportunity to center both the needs of victims/survivors who have been harmed and the needs of the young adult who has committed the harm/crime. Both the alleged victims and alleged accused will have to agree to have their incident handled outside the court system by way of community diversion.

The diversion must be community owned and rooted in anti-violence, anti-racist, and restorative justice principals. Because this is pre-file, the diversion will be completed in community; there will be no monitoring by any court. The names and contact information for individuals eligible for diversion will come directly from the City Attorney's Office to the consultant. Participants who accept the diversion opportunity will engage directly with consultant and if they complete the terms of the diversion, their incident will be declined. They will not have a charge filed against them.

The Seattle City Attorney's Office has jurisdiction over misdemeanors that occur in Seattle. The top five domestic violence misdemeanor crimes charged in Seattle Municipal Court are Assault in the fourth degree (least serious degree), Violation of a Domestic Violence Order, Harassment, Property Destruction, and Interfering with the Reporting of Domestic Violence. The Seattle City Attorney's Office has no felony jurisdiction. Thus, we will not be offering diversion on any sexual assault related cases or cases more serious than 4<sup>th</sup> degree Assault.

Pre-filing diversion means that young adults who successfully complete the diversion will avoid being charged with that crime. The objective is to provide young adults with the ability to address the behaviors that led them to commit the crime, without suffering the collateral consequences of being charged, and to prevent further involvement in the criminal legal system.

The Seattle City Attorney's Office acknowledges the challenges posed by the COVID-19 pandemic. We also recognize the need to continue to provide supportive services during these difficult times.

The Seattle City Attorney's Office has a recurring annual budget allocation to hire consultant services for this work. A maximum budget of \$50,000 will be awarded for a year pilot program with a goal of diverting 15-25 cases. The budget must include covering the cost of treatment for participants when needed and payment to survivors for participation.

## 2. Performance Schedule.

The Seattle City Attorney's Office aims to implement the pilot Pre-Filing Diversion program for a term of 12 months beginning upon the signing of the consultant agreement.

## 3. Solicitation Objectives.

The Seattle City Attorney's Office seeks a qualified community consultant with expertise in the trauma-informed care of those affected by family/intimate partner violence. The consultant's approach to diversion must be centered in anti-violence, anti-racist, restorative justice principals while understanding the due process rights afforded to those accused of criminal charges.

## 4. Minimum Qualifications.

No minimum qualifications are required for a consultant to submit a proposal response; however, please review the requirements set forth in Section 7 that the hired consultant must be willing to meet.

## 5. Scope of Work.

The Seattle City Attorney is the filing authority for all Seattle Municipal Code misdemeanors and gross misdemeanors. The Seattle City Attorney's Office is seeking to use our filing discretion to offer a Pre-Filing Diversion Program for young adults (18-24 years of age) who have been accused of committing qualifying domestic violence misdemeanors and gross misdemeanors. Rather than prosecuting the young adults through traditional criminal justice channels, the young adults will be held accountable through a community-owned diversion program administered by the consultant. The program should address the harm committed, be driven by the person who was harmed, and have a strength-based support system built to assist both the person who was harmed and the person who caused the harm in a way that best aims for a goal of self-determination, healthy relationships, and safety for the entire community. It is expected that the consultant's program includes and budgets for any behavioral health treatment needs such as substance use treatment, mental health treatment or other treatment needs. The budget should also include reserving funds for payment to survivors for participation.

The diversion program must be trauma-informed, centered in anti-oppression, anti-racist, and anti-violence principals and empower the victim/survivor to express how they were affected by the harm/crime and what they need to feel whole. The diversion must also prioritize addressing the needs and any past trauma of the young adult who committed the harm including any unmet behavioral health, substance use, psycho-educational, or relationship skill building needs.

Participation in diversion is in lieu of a criminal case. The Seattle City Attorney's Office and the consultant must honor the young adults' due process rights and remain acutely aware of the obligations being placed on young adult participants. In most cases, the diversion process should not exceed six—twelve months. Depending on the seriousness of the case being diverted, there may be some circumstances where the diversion will take as long as twenty-four months, but no diversion should take longer than twenty-four months since all diversions are for gross misdemeanor/misdemeanor crimes and being handled pre-filing.

To ensure transparency, accountability and program improvement, the Seattle City Attorney's Office and the consultant will develop a way to robustly track participant demographic information and experience.

In consultation with consultant the Seattle City Attorney's Office will develop eligibility diversion standards. Criteria must be objective and aimed at reducing the disproportionate filing of domestic violence crimes against young adults of color, primarily black and indigenous persons.

From the time a participant is referred to the diversion, the consultant will have one month to complete initial outreach. If consultant is unable to reach the referred person or the referred person refuses to engage, the consultant will notify the Seattle City Attorney's Office and the referred person's case will be referred to be filed. If the referred person agrees to engage, the consultant will have six—twelve months (or twenty-four months in exceptional cases) to complete a diversion program.

The Seattle City Attorney's Office will rely heavily on the expertise of the consultant to develop the structure for the diversion program. Consultant will be responsible for every aspect of the diversion include staffing, location for interventions, coordination with external treatment providers, etc.

In our commitment to language access, the Seattle City Attorney's office will help coordinate the use of interpreter services.

This program should provide an opportunity for victims/survivors and young adults accused of domestic violence to define what is a just outcome and how to improve safety and security for all in the future.

The diversion program must be able to operate during the COVID-19 pandemic to the extent provided for by law. The Seattle City Attorney's office recognizes that the diversion program may have to adapt to provide for the health and safety of all of those involved in the diversion process.

## 6. Contract Modifications.

A link to the City consultant contract is below (See 10.8 Standard Consultant Contract Template).

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

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

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

## 7. Procedures and Requirements.

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

### 7.1 Registration into the Online Business Directory

If you have not previously done so, register at: <http://www.seattle.gov/obd> The City expects all firms to register. Women- and minority- owned firms are asked to self-identify (see section 7.25). For assistance, call Julie Salinas at 206-684-0383.

### 7.2 Pre-Submittal Conference

The City offers an optional pre-submittal conference at the time, date and location on page 1. Proposers are highly encouraged to attend but not required to attend to be eligible to propose. The purpose of the meeting is to answer questions about the solicitation and clarify issues. This also allows Proposers to raise concerns. Failure to raise concerns over any issues at this opportunity will be a consideration in any protest filed regarding such items known as of this pre-proposal conference.

### 7.3 Questions.

Proposers may email questions to the Procurement Contact until the deadline stated on page 1. Failure to request clarification of any inadequacy, omission, or conflict will not relieve the Consultant of responsibilities under any subsequent contract. It is the responsibility of the interested Consultant to assure they receive responses to Questions if any are issued.

### 7.4 Changes to the RFP.

The City may make changes to this RFP if, in the sole judgment of the City, the change will not compromise the City's objectives in this solicitation. Any change to this RFP will be made by formal written addendum issued by the City and shall become part of this RFP.

## 7.5 Receiving Addenda and/or Question and Answers.

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

All submittals sent to the City may be considered compliant with or without specific confirmation from the Consultant that any and all addenda was received and incorporated into your response. However, the Project Manager reserves the right to reject any submittal that does not fully incorporate addenda that is critical to the project.

## 7.6 Proposal Submittal.

- a. Proposals must be received by the City no later than the date and time on page 1 except as revised by addenda.
- b. All pages are to be numbered sequentially, and closely follow the requested formats.
- c. The City has page limits specified in the Response Format section 8. Any pages that exceed the page limit will be excised from the document for purposes of evaluation.
- d. The submitter has full responsibility to ensure the response arrives at the City within the deadline. A response delivered after the deadline may be rejected unless waived as immaterial by the City given specific fact-based circumstances.

## 7.7 Electronic Submittal.

The City prefers electronic submittal in lieu of an official paper submittal.

- a. The electronic submittal is e-mailed to the Procurement Contact (see page 2), by the submittal deadline (Procurement Schedule, Table 1, Page 1 or as otherwise amended).
- b. Title the e-mail so it won't be lost in an e-mail stream.
- c. Any risks associated with an electronic submittal are borne by the Proposer.
- d. The City's e-mail system will typically allow documents up to 20 Megabytes.
- e. If the Proposer also submits a hard-copy, the electronic copy has precedence.

## 7.8 Hard Copy Submittal.

If proposer is unable to submit proposal electronically, delivery is to the location specified on Page 2, Table 2.

Submit one (1) original unbound copy of the response. The City will not accept Fax and CD copies as originals in lieu of paper or electronic e-mail copy submittals. If a CD or fax version is delivered to the City, the paper or electronic e-mail copy will still be the only official version accepted by the City.

- a. Hard-copy responses should be in a sealed box or envelope, clearly marked and addressed with the City contact person's name, the solicitation title and number. If submittals are not clearly marked, the Proposer risks the response being misplaced and not properly delivered or date/time stamped.
- b. The Submittal may be hand-delivered or otherwise be received by the Procurement Contact at the address provided, by the submittal deadline. Delivery errors will result without careful attention to the proper address.
- c. Do not use plastic or vinyl binders or folders. The City encourages you to use fully 100% recycled stock.

## 7.9 Proposer Responsibility to Provide Full Response.

It is the Proposer's responsibility to respond in a manner that does not require interpretation or clarification by the City. The Proposer is to provide all requested materials, forms and information. The Proposer is to ensure the materials submitted properly and accurately reflect the Proposer's offering. During scoring and evaluation (prior to interviews, if any), the City will rely upon the submitted materials and shall not accept

materials from the Proposer after the RFP deadline; this does not limit the City's right to consider additional information (such as references that are not provided by the Proposer but are known to the City, or past City experience with the consultant), or to seek clarifications as needed.

### **7.10 Prohibited Contacts.**

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

### **7.11 License and Business Tax Requirements.**

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

#### **Seattle Business Licensing and associated taxes.**

- a. If you have a "physical nexus" in the City, you must obtain a Seattle Business license and pay all taxes due before the Contract can be signed.
- b. A "physical nexus" means you have physical presence, such as: a building/facility/employee(s) in Seattle, you make sales trips into Seattle, your own company drives into Seattle for product deliveries, and/or you conduct service work in Seattle (repair, installation, service, maintenance work, on-site consulting, etc).
- c. We provide a Consultant Questionnaire Form in our submittal package items later in this RFP, and it will ask you to specify if you have "physical nexus".
- d. All costs for any licenses, permits and Seattle Business License taxes owed shall be borne by the Consultant and not charged separately to the City.
- e. The apparent successful Consultant(s) must immediately obtain the license and ensure all City taxes are current, unless exempted by City Code due to reasons such as no physical nexus. Failure to do so will cause rejection of the submittal.
- f. The City of Seattle Application for a Business License and additional licensing information can be found this page here: <http://www.seattle.gov/licenses/get-a-business-license>
- g. You can find Business License Application help here: <http://www.seattle.gov/licenses/get-a-business-license/license-application-help>
- h. Self-Filing: You can pay your license and taxes on-line using a credit card [www.seattle.gov/self/](http://www.seattle.gov/self/)
- i. For Questions and Assistance, call the Revenue and Consumer Protection (RCP) office which issues business licenses and enforces licensing requirements. The general e-mail is [rca@seattle.gov](mailto:rca@seattle.gov). The main phone is 206-684-8484.
- j. The licensing website is <http://www.seattle.gov/licenses>
- k. If a business has extraordinary balances due on their account that would cause undue hardship to the business, the business can contact the License and Tax Administration office at [tax@seattle.gov](mailto:tax@seattle.gov) to request additional assistance.
- l. Those holding a City of Seattle Business license may be required to report and pay revenue taxes to the City. Such costs should be carefully considered by the Consultant prior to submitting your offer. When allowed by City ordinance, the City will have the right to retain amounts due at the conclusion of a contract by withholding from final invoice payments.

### **7.12 State Business Licensing.**

Before the contract is signed, you must have a State of Washington business license (a "Unified Business Identifier" known as a UBI#). If the State of Washington has exempted your business from State licensing (some foreign companies are exempt and sometimes, the State waives licensing because the company has no physical

presence in the State), then submit proof of that exemption to the City. All costs for any licenses, permits and associated tax payments due to the State because of licensing shall be borne by the Consultant and not charged separately to the City. Instructions and applications are at <http://bls.dor.wa.gov/file.aspx> and the State of Washington Department of Revenue is available at 1-800-647-7706.

### **7.13 Federal Excise Tax.**

The City is exempt from Federal Excise Tax.

### **7.14 No Guaranteed Utilization.**

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

### **7.15 Expansion Clause.**

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

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

(a) New Work is not reasonable to solicit separately; (b) is for reasonable purpose; (c) was not reasonably known by the City or Consultant at time of solicitation or was mentioned as a possibility in the solicitation (i.e. future phases of work, or a change in law); (d) is not significant enough to be regarded as an independent body of work; (e) would not attract a different field of competition; and (f) does not change the identity or purpose of the Agreement.

The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not subject to these limitations, such as additional phases of Work anticipated during solicitation, time extensions, and Work Orders issued on an On-Call contract. Expansion must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

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

### **7.16 Effective Dates of Offer.**

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

### **7.17 Cost of Preparing Proposals.**

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

### **7.18 Readability.**

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

### **7.19 Changes or Corrections to Proposal Submittal.**

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

### **7.20 Errors in Proposals.**

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

### **7.21 Withdrawal of Proposal.**

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

### **7.22 Rejection of Proposals.**

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

### **7.23 Incorporation of RFP and Proposal in Contract.**

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

### **7.24 Independent Contractor.**

The Consultant works as an independent contractor. The City will provide appropriate contract management, but that does not constitute a supervisory relationship to the consultant. Consultant workers are prohibited from supervising City employees or from direct supervision by a City employee. Prohibited supervision tasks include conducting a City of Seattle Employee Performance Evaluation, preparing and/or approving a City of Seattle timesheet, administering employee discipline, and similar supervisory actions.

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

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

### **7.25 Equal Benefits.**

Seattle Municipal Code Chapter 20.45 (SMC 20.45) requires consideration of whether Proposers provide health and benefits that are the same or equivalent to the domestic partners of employees as to spouses of employees, and of their dependents and family members. The Consultant Questionnaire requested in the Submittal instructions includes materials to designate your equal benefits status.

### **7.26 Women and Minority Subcontracting.**

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

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

### **7.27 Insurance Requirements.**

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

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

### **7.28 Proprietary Materials.**

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

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

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

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

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

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

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

The City will not withhold materials from disclosure simply because you mark them with a document header or footer, page stamp, or a generic statement that a document is non-disclosable, exempt, confidential, proprietary, or protected. Do not identify an entire page as exempt unless each sentence is within the exemption scope; instead, identify paragraphs or sentences that meet the specific exemption criteria you cite

on the Form. Only the specific records or portions of records properly listed on the Form will be protected and withheld for notice. All other records will be considered fully disclosable upon request.

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

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

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

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

### **7.29 Ethics Code.**

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

### **No Gifts and Gratuities.**

Consultants shall not directly or indirectly offer anything (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work, or meals) to any City employee, volunteer or official, if it is intended or may appear to a reasonable person to be intended to obtain or give special consideration to the Consultant. An example of this is giving sporting event tickets to a City employee who is also on the evaluation team of a solicitation to which you submitted or intend to submit. The definition of what a "benefit" would be is broad and could include not only awarding a contract but also the administration of the contract or evaluating contract performance. The rule works both ways, as it also prohibits City employees from soliciting items from Consultants.

### **Involvement of Current and Former City Employees.**

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

### **Contract Workers with over 1,000 Hours.**

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

### **No Conflict of Interest.**

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

### **Campaign Contributions (Initiative Measure No. 122)**

Elected officials and candidates are prohibited from accepting or soliciting campaign contributions from anyone having at least \$250,000 in contracts with the City in the last two years or who has paid at least \$5,000 in the last 12 months to lobby the City. See Initiative 122, or call the Ethics Director with questions. For questions about this measure, contact: Polly Grow, Seattle Ethics and Elections, 206-615-1248, or [polly.grow@seattle.gov](mailto:polly.grow@seattle.gov).

### **7.30 Background Checks and Immigrant Status.**

Consistent with the City's dedication to decrease barriers faced by previously incarcerated individuals, and communities most impacted by the system's desire to have credible messengers, background checks will not be required for workers that will be performing the work under this contract. The City has strict policies regarding the use of Background checks, criminal checks, immigrant status, and/or religious affiliation for contract workers. The policies are incorporated into the contract and available for viewing on-line at <http://www.seattle.gov/city-purchasing-and-contracting/social-equity/background-checks>.

### **7.31 Notification Requirements for Federal Immigration Enforcement Activities.**

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

Such requests include, but are not limited to:

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

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

## **8. Response Materials and Submittal.**

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

### **1. Mandatory - Consultant Questionnaire:**

Submit the following in your response, even if you sent one in to the City for previous solicitations.

<http://www.seattle.gov/Documents/Departments/FAS/PurchasingAndContracting/Consulting/fas-cpcs-consultant-questionnaire.docx>

**2. Letter of interest.**

**3. Proof of Legal Business Name (if applicable):**

Provide a certificate or documentation from the Secretary of State in which you incorporated that shows your company legal name. Many companies use a “Doing Business As” name or nickname in daily business; the City requires the legal name for your company. When preparing all forms below, use the proper company legal name. Your company’s legal name can be verified through the State Corporation Commission in the state in which you were established, which is often located within the Secretary of State’s Office for each state. For the State of Washington, see <http://www.secstate.wa.gov/corps/>

**4. Mandatory – Minimum Qualifications:**

There are no minimum qualifications.

**5. Mandatory – Consultant Inclusion Plan:**

You must submit the following in your response.

Click on the following link to open the Consultant Inclusion Plan:

<http://www.seattle.gov/Documents/Departments/FAS/PurchasingAndContracting/WMBE/fas-cpcs-consultant-inclusion-plan.docx>

**6. Mandatory - Proposal Response:**

A complete response to this Request for Proposal must include:

1) Letter of Interest (No longer than 250 words)—Letter should include:

- Why consultant is interested in partnering with the Seattle City Attorney’s Office on this diversion program;
- What knowledge, skills, and abilities qualify consultant to perform the work; and
- How consultant is prepared to serve various communities with distinct cultural needs.

2) Program Design (No longer than 1,000 words)—Design should include:

- Detailed description of design for diversion program including:
  - How consultant plans to serve individuals from various communities with distinct cultural needs;
  - Plan for how to address interpreter needs;
  - Methods of outreach to engage persons referred to program;
  - How survivors/victims will be engaged and their role in the program;
  - Safety planning;
  - What will be expected as a baseline for all diversion participants;
  - What, if any, sort of evaluation will take place to determine personalized plan;
  - If treatment need identified (such as for substance use disorder or mental health), the plan for supporting that treatment including how program dollars might be allocated when necessary;
  - Any programmatic mission regarding the application of race and social justice principles in consultant’s work;
  - Any programmatic mission related to employing individuals with lived experience.
- Data collection and assessment:

- How and what demographic information will be collected;
  - How participant and victim/survivor feelings of safety and satisfaction will be collected, measured and assessed throughout the process.
  - Plan for coordination with City Attorney’s Office:
    - Expectations for role City Attorney’s Office will play in coordinating referrals, managing data, and program evaluation.
- 3) Qualifications (No longer than 250 words)—Proposal should include:
- Qualifications of consultant to own this diversion work including:
    - Past comparable work;
    - Training, certifications, degrees;
    - Applicable lived experience (if utilized and relied on).
- 4) Budget (No longer than 250 words)—Proposal should:
- Not exceed \$50,000;
  - Include breakdown of funding for 15-25 cases to be diverted;
  - Allocate funding for interpretation services;
  - Allocate funding for participant treatment needs;
  - Allocate funding for payment to survivors for participation;
  - Allocate funding for space, childcare services, food, etc if applicable (i.e. for restorative justice circle processes).

**7. Mandatory – Cost and Pricing:**

This agreement will not exceed \$50,000. The agreement amount includes all direct, indirect, and overhead expenses incurred by the Consultant to perform the Work.

**Submittal Checklist.**

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

1. Mandatory – Consultant Questionnaire.
2. Mandatory – Proof of Legal Business Name
3. Mandatory – Consultant Inclusion Plan
4. Mandatory – Proposal Response (see Proposal Response Section, above).
5. Mandatory – Cost and Pricing

## 9. Selection Process.

### 9.1 Initial Screening

The City will review responses for responsiveness and responsibility. Those found responsive and responsible based on an initial review shall proceed to Step 2. Equal Benefits, an Inclusion Plan, satisfactory financial responsibility and other elements are screened in this Step. A significant failure to perform on past City projects may also be considered in determining the responsibility of a firm.

### 9.2 Proposal Evaluation

The City will evaluate proposals using the criteria below. Responses will be evaluated, scored and ranked.

**Evaluation Criteria:**

Experience & Qualifications	20%
Proposed Delivery of Services	15%
Cost Proposal	5%
Inclusion Plan	10%
References	10%
Interviews	40%

### **9.3 Interviews**

The City may interview top ranked firms from the proposal evaluation. If interviews are conducted, rankings of firms shall be determined by the City, using the combined results of interviews and proposal submittals. Consultants invited to interview are to bring the assigned key person(s) named by the Consultant in the Proposal, and may bring other key personnel named in the Proposal. The Consultant shall not bring individuals who do not work for the Consultant or are not on the project team without advance authorization by the Procurement Contact. If interviews are conducted, they will be worth 40% of the evaluation score.

### **9.4 References**

The City may contact one or more references. The City may use references named or not named by the Proposer. The City may also consider the results of performance evaluations issued by the City on past projects.

### **9.5 Selection**

The City shall select the highest ranked Proposer(s) for award including written proposal and the interview (If applicable). The City reserves the right to make a final selection based on the combined results and/or the overall consensus of the Consultant Evaluation Committee.

### **9.6 Contract Negotiations**

The City may negotiate elements of the proposal as required to best meet the needs of the City, with the apparent successful Proposer. The City may negotiate any aspect of the proposal or the solicitation. The City does not intend to negotiate the base contract, which has been attached (See Attachments).

### **9.7 Right to Award to next ranked Consultant.**

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

### **9.8 Repeat of Evaluation:**

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

## **10. Award and Contract Execution.**

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

### **10.1 Protests.**

Interested parties that wish to protest any aspect of this RFP selection process shall provide written notice to the Procurement Contact.

### **10.2 Protests – City Purchasing and Contracting Services.**

The City has rules to govern the rights and obligations of interested parties that desire to submit a complaint or protest to this process. See the City website at <http://www.seattle.gov/city-purchasing-and-contracting/solicitation-and-selection-protest-protocols>. Interested parties have the obligation to know of and understand these rules, and to seek clarification from the City. Note there are time limits on protests, and submitters have final responsibility to learn of results in sufficient time for such protests to be filed in a timely manner.

### **10.3 Limited Debriefs.**

The City issues results and award decisions to all bidders. The City provides debriefing on a limited basis for the purpose of allowing bidders to understand how they may improve in future bidding opportunities.

#### **10.4 Instructions to the Apparently Successful Consultant(s).**

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

Once the City has finalized and issued the contract for signature, the Consultant must execute the contract and provide all requested documents within ten (10) business days. This includes attaining a Seattle Business License, payment of associated taxes due, and providing proof of insurance. If the Consultant fails to execute the contract with all documents within the ten (10) day time frame, the City may cancel the award and proceed to the next ranked Consultant, or cancel or reissue this solicitation. Cancellation of an award for failure to execute the Contract as attached may disqualify the firm from future solicitations for this same work.

#### **10.5 Checklist of Requirements Prior to Award.**

The Consultant(s) should anticipate the Letter will require at least the following. Consultants are encouraged to prepare these documents when possible, to eliminate risks of late compliance.

- Seattle Business License is current and all taxes due have been paid.
- State of Washington Business License.
- Evidence of Insurance
- Special Licenses (if any)

#### **10.6 Taxpayer Identification Number and W-9.**

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

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

#### **10.7 Insurance Requirements**

Proof of insurance is required, link to Insurance Transmittal Form below.

<http://www.seattle.gov/Documents/Departments/FAS/PurchasingAndContracting/Consulting/fas-city-finance-risk-transmittal-consultant-services.docx>

#### **10.8 Standard Consultant Contract Template**

Found here:

<http://www.seattle.gov/Documents/Departments/FAS/PurchasingAndContracting/Consulting/fas-cpcs-consultant-standard-roster-consultant-agreement.docx>