

**ATTACHMENT A**

2003-0157

**11695**



**King County**

**Department of Adult and Juvenile Detention**

**Community Corrections Division**

**WORK CREW REPORT**

**January 31, 2003**

## **BACKGROUND**

The King County Council included a proviso in ordinance 14517, which reads as follows:

Of this appropriation, \$100,000 shall be expended or encumbered only after the council reviews and approves by motion the department of adult and juvenile detention's report identifying its plans to utilize work crews as an alternative to secure detention and how the department will incorporate the recommendations from Motion 11425. The report, at a minimum, shall describe the number and types of work crews that currently exist and that are planned, the types of offenders that are assigned to the crews, the types of work the crews are anticipated to complete and its estimates of the costs of the work crew program. The department should submit its report by February 1, 2003.

This report will briefly review the history of work crews in King County and respond to the budget proviso.

## **HISTORY**

King County has had a long history of operating work crews. The Department of Adult and Juvenile Detention (DAJD) began a program in 1989, the Seattle and King County Department of Public Health, (SKCDPH) began a program in 1981, and the Department of Executive Services (DES) added a program in 2000. These programs are briefly reviewed below.

**Department of Adult and Juvenile Detention, Work and Education Release (WER)**  
The WER work crew program began in 1989 initially as a community-service effort. The idea was to move inmates who were classified as minimum-custody from secure confinement to the work release center. Those who did not have jobs would be assigned to perform community service either in the facility or in the community. The in-house crews cleaned common and administrative areas, served meals and cleaned up the kitchen and serving areas. Some inmates were allowed to work out of the facility to provide manual labor, cleaning, and maintenance services to other King County departments. Staff from those departments supervised these inmates. Also, in 1989, WER provided inmates to the, then, Department of Construction and Facility Management for an outside work detail around certain county buildings.

In 1990, the Community Service Inmate Work Program, as it was called, operated with male and female WER and Electronic Home Detention (EHD) participants. Although the initial target of the work program was labor for both private and public sector organizations, working agreements were only established within the public sector. It was noted during 1991 that the outside work detail completed 23,541 hours of community service.

January 1, 1995<sup>1</sup>, DAJD and the State Department of Corrections (DOC) entered into a memorandum of understanding to operate a work crew to perform community service. DAJD staff screened the inmates for participation, conducted orientation sessions for participating inmates, and monitored compliance. The DOC operated the day-to-day work program. This

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<sup>1</sup> During the summer of 1995, paid inmate crews were dispatched to the Kingdome to complete cleaning duties after Mariners' games.

working arrangement became known as the Partnership Work Crew (PWC). It was projected that the daily average number of inmates participating in the PWC would be ten.

The goals of the PWC were to provide inmates with opportunities and experience through supervised community service, to provide a tangible service to the community, and to reduce the population of sentenced offenders held in secure detention. In calendar year 2001, the crew averaged 8,615 hours per month. The PWC was funded through current expense funds at an initial annual cost of \$45,000. The cost of the PWC has grown incrementally to \$85,000 annually.

**Public Health, Seattle and King County, North Rehabilitation Facility (NRF)**

NRF began operating revenue-generating work crews around 1990 with the implementation of the Metro Park & Ride lot maintenance crew. For the next 12 years, NRF was responsible for vegetation and litter removal and landscape maintenance at 10 designated Park & Ride lots, primarily in South King County. Prior to that, all inmate work crews from NRF were provided at no cost to the benefactor agency (Seattle Police Department., King County facilities, Kingdome cleanup, etc.).

In the mid-1990's, additional work crews from NRF were negotiated and implemented via intergovernmental contracts with the Cities of Shoreline (two crews) and Mercer Island. These crews removed unwanted vegetation and provided roadside and park landscape maintenance. In the late 1990's, the last work crew from NRF was negotiated and implemented in the Cities of Lake Forest Park and Kenmore (combined crew). Finally, NRF inmate work crews provided a valuable community service at Food Lifeline since NRF opened in 1981.

According to the Washington State Jail Industries Board in its 2001 Offender Work Report, NRF work crews provided a total of 23,500 hours of service to the community in 2001.

**Department of Executive Services, Facilities Maintenance Division, Community Work Program (CWP)**

In April 2000, a pilot phase of the jail sanction alternative known as the Community Work Program (CWP) was implemented in the Northeast District Court. Department of Executive Services' staff from the Capital Improvement Section of the Facilities Maintenance Division (FMD) developed and implemented this program in conjunction with the Office of the Presiding Judge of the District Court. This pilot project was the first King County program directed at reducing jail Average Daily Population (ADP) by providing a work crew as an alternative sanction. The other two work crew programs used in-custody offenders while this program served out-of-custody defendants. Judges participating in this program have the option of sentencing misdemeanants directly to the CWP as a sentenced alternative to incarceration. The only misdemeanor cases judges were asked to exclude were those that involved sex offenses. In December 2000, the pilot program was expanded into the Renton District Court.

One work crew initially accommodated CWP offender referrals. A second crew was added when the program was expanded to the Renton District Court. Program referrals gradually increased throughout 2001 and increased significantly in April 2002 when the CWP began participating in the District Court Relicensing Initiative, a pretrial diversion program.

In November 2002, four more work crews were added when the CWP assumed the four off-site work crew contracts that had previously been managed by NRF. When the additional crews were added, the sentenced-alternative element of the program was expanded to all District Courts.

The CWP recovers direct operating and administrative costs by charging for services provided by its crews.

**NUMBER AND TYPE OF WORK CREWS**

**Close of 2002**

At the close of calendar year 2002, there were two work crew programs in operation (Tables 1 and 2). FMD was running with six crews, four of which were picked up from NRF before it closed.<sup>2</sup> DAJD continued with its agreement to operate one crew under the Partnership Work Crew with the State Department of Corrections.

**Table 1  
 DAJD, Work and Education Release**

Contracting Organization	Type of Funding	Number of Crews	Average Crew Size	Months of Operation
Washington State Department of Corrections	Current Expense	1	10	12

**Table 2  
 Department of Executive Services, FMD--(Community Work Program)**

Contracting Organization	Type of Funding	Number of Crews	Average Crew Size	Months of Operation
Department of Natural Resources and Parks (Parks)	Capital Improvement Projects	1	10	12
Department of Executive Services, Facilities Maintenance Division	Enterprise	1	6-8	12
Department of Transportation, Transit Division, Metro (Park & Ride)	Enterprise	1	5	12
Lake Forest Park/Kenmore	Revenue	1	5	12
Mercer Island	Revenue	1	5	10
Shoreline	Revenue	1	5	10
North Highline Clean Up	Community Development	1	8	12

<sup>2</sup> FMD fulfilled the remainder of the 2002 work crew agreements that NRF had with Lake Forest Park/Kenmore, Mercer Island, Shoreline and DOT's Transit Division (Metro Park & Ride).

**Work Crews Planned for 2003**

On December 16, 2002, the King County Council passed ordinance 2002-0363 which established a Community Corrections Division within the Department of Adult and Juvenile Detention. In compliance with the ordinance, all work crew programs will be consolidated under the new division in 2003.

While a number of the current work crews will continue in 2003, it is anticipated that the program will be expanded by adding new crews throughout the year. The following tables outline the number of crews that are currently operating and the number of crews that are proposed or awaiting written agreements.

**Table 3  
 DAJD, Community Corrections Division  
 Current Confirmed Work Crews**

Contracting Organization	Type of Funding	Number of Crews	Average Crew Size	Months of Operation
Washington State Department of Corrections	Current expense	1	10	12
DES, Facilities Maintenance Division	Enterprise	1	8	12
DOT, Transit Division, Metro Park & Ride	Enterprise	1	5	12
Department of Natural Resources and Parks (Parks)	Capital Improvement Projects	1	10	12

\* DAJD contracts with the State Department of Corrections

**Table 4  
 DAJD, Community Corrections Division  
 Proposed but not confirmed**

Contracting Organization	Type of Funding	Number of Crews	Average Crew Size	Months of Operation
DOT, Roads Division	Capital Improvement Projects	1	10	12
Lake Forest Park/Kenmore*	Revenue	1	5+	12
Mercer Island*	Revenue	1	5+	10
Shoreline	Revenue	1	5+	12
Department of Natural Resources	Capital Improvement Projects	1	10	6

\*Awaiting written agreements

Through discussions with representatives from the Cities of Lake Forest Park and Mercer Island, verbal commitments have been made to continue the NRF agreement for the remainder of 2002 and sign a new agreement in 2003. The City of Shoreline has verbally accepted a crew, to complete the NRF agreement, for the remainder of 2002 but has not made a commitment for 2003. The Roads Division has the funding for a work crew but needs to determine the level of service (types of work and locations) and resolve any workforce issues before committing to a crew. DNR may have funding in its budget for partial crew but nothing has been decided at this time.

**Work Crew Offender Population**

Under the AJOMP and the Criminal Justice Council's Plan, the work crew program is targeted to reduce the jail population by 36 ADP. Currently, the DES Community Work Program receives misdemeanor offenders sentenced to the program by District Court, the District Court acting as certain cities' municipal courts and referrals from the District Court Relicensing Program. Those offenders sentenced to the program may represent jail-bed savings, although the reduction in jail beds is not necessarily a 1-to-1 savings. The Relicensing participants are deferred from prosecution and generally do not face jail time and do not have an immediate ADP impact.

During 2000, 232 offenders successfully completed CWP with sentences totaling more than 1,300 days while 60 offenders failed to complete the program. This represented a 79.5% completion rate. This compares very favorably with other out-of-custody work crew programs that generally report a 50% completion rate.

**Table 5  
 2002 CWP Program Summary**

	Number of Cases	Days Ordered	Days per Case	Range in Days
<b>Direct Sentence Completions</b>	627	2,975	4.74	1 to 120
<b>Direct Sentence Failures</b>	111	1,810	16.31	1 to 180
<b>Total Direct Sentences</b>	738	4,785	6.48	1 to 180
<b>Completion Percentage</b>	85.0%	62.2%	N/A	N/A
<b>DWLS Completions*</b>	374	925	2.47	1 to 17
<b>Total Program Completions</b>	1,001	3,865	3.86	N/A

\*Note: DWLS non-completions are not tracked because persons may switch the method in which they discharge their obligations to the Court from CWP to other Court approved methods, such as fine payment or community service hours. CWP staff may not be informed of the change. By contrast, persons serving on a work crew as a direct sentence are tracked closely.

In 2002, 627 offenders completed sentences totaling more than 2,900 days while 111 offenders failed to complete their sentences, representing an 85% completion rate. Assuming judges used the CWP primarily as an alternative to jail sentences, daily jail ADP was potentially reduced by 3.5 beds. The potential ADP impact increased to 8 beds in 2002 after the CWP was fully implemented in the Northeast and Renton Courts.

#### **TYPES OF WORK CREW ASSIGNMENTS**

In general, CWP crews have completed work on capital projects that would have otherwise been performed by outside contractors. Major projects the program has completed include:

- Restoration of the Comet Lodge Cemetery on Beacon Hill;
- Bio-re-mediation work at the Duvall Landfill including planting and maintaining approximately 9,000 hybrid poplar tree cuttings;
- Installation and maintenance of landscape mitigation plantings at the Renton Waste Water Treatment Plant, as well as at Moss Lake and Cottage Lake Parks and along the Sammamish and Green River Trails;
- Participation in the North Highline clean-up initiative and other community assistance projects sponsored by Councilmember Pelz.

The work crews that are under contract with cities, work on roadways, surface water facilities, trails, facility access roads, drainage ditches and culverts. The types of assignments include such work as:

- Litter control;
- Removal of undesirable vegetation, light pruning, (small mower) mowing, edging, raking and leaf removal;
- Erosion control;
- Bark/mulch application;
- Hard surface sweeping; etc.

#### **Response to Motion 11425**

The King County Council passed motion 11425 on May 13, 2002. The motion requested that the King County Executive, in conjunction with the King County District Court, identify and examine possible areas for expansion of the court's work crew program to include program alternatives that could provide for certain maintenance services to temporarily closed parks. It further requested that the Executive and the District Court recommend to the Council as soon as possible, but no later than July 15, 2002, any proposals to address expansion of the work crew program that could provide such alternative services for parks maintenance.

Over the summer the staff from the Parks Division, the DAJD, the District Court and the Executive's Office examined the possibilities for using work crews in county parks. Also, Executive staff met with Parks Division management and Union representatives to discuss this

program. Due to layoffs within the park system, the union had concerns with replacing the staff with additional work crews. However, they did agree to increase the existing community service program by three times the participants currently assigned to the parks from the courts. These participants would not work in a work-crew setting but would be individually assigned to work with a Local 925 member in the parks.

It was concluded that, instead of a work crew program operated by DAJD, a structured community service program would be operated by the Parks Division. However, there were and are three issues that need to be addressed in order to have a successful program.

1. The likelihood of success is diminished if the distance to the work site is far and transportation is limited or nonexistent.
2. Public protection for park visitors must be foremost in decisions to place offenders into the program.
3. Scheduling work locations and reporting success or failure to the courts must be coordinated and timely.

#### **Transportation**

The issue of transportation is critical to getting a program started in the Parks Division. The further away the work sites and/or the further away the report times the less likely the success. During the discussions, the court needed a clear understanding of how transportation would be handled. They were not interested in supporting a program that requires the offenders to find their way to distant locations since that would encourage driving for people who are prohibited from driving. Without some type of organized transportation system, no-show and failure-to-comply rates were predicted to be high.

The Parks Division provided a guide that includes directions to each work site along with the bus routes that get closest to the site. They prepared the guide for the Probation Officers and Relicensing program staff to use when referring offenders to the program. The guide has information on the type of work-site activities, the type of clothing to wear, various reporting locations, directions, bus routes and the names and phone numbers of the district managers for each site. (See the attached guide.) The Parks Division, however, could not provide the actual transportation to the sites because it had returned its vans to the motor pool as a result of budget reductions.

Nonetheless, it was determined that direct transportation to the work sites is vital to increase the likelihood of success for those offenders referred from the Court. And, the Parks Division is the appropriate organization to provide such transportation. Thus, Parks should arrange to pick up individuals from selected Metro Park & Ride lots, take them to the park work sites and return them to the Park & Ride lots at the completion of the job.

#### **Public Protection**

There is a high level of concern about the types of offenders who end up on a Parks Division work detail where exposure to park patrons, particularly children, is highly likely. The



discussions with Parks Division and District Court personnel concluded that offenders with property crimes (theft, burglary), misdemeanor domestic violence, assault 4, minor substance abuse (marijuana) or driving with license suspended or revoked are appropriate.

Prohibited from participation are offenders charged with crimes against a person, i.e., assault 1-3, sex offenses, etc. Also, offenders with these types of crimes in their backgrounds in the last ten years are prohibited from participation. And finally, offenders with a known affiliation with gangs are also unacceptable, mainly for their own protection. This is highlighted in the Community Service Program Guide.

In order to ensure that the appropriate offenders are entered into the program, a system and personnel to screen and select individuals for the program are needed.

#### **Scheduling and Tracking**

It is agreed that what works with the work crew program, especially the Relicensing program, is to have a person in the courtroom who immediately orients and schedules the participants for work crew or community service. This same person can track the progress of the individuals on the program and report to the court when a participant succeeds or fails to complete the required number of days.

The Parks Division experienced severe budget reductions for 2003 and does not have anyone who can be dedicated to screening, scheduling or tracking the community service clients. Nor is it appropriate to train Parks Division staff to handle a task that is clearly a criminal-justice function. The expected role of the Parks Division is to transport participants to and from Park & Ride sites to the parks, assign the participants to work areas and supervise the work.

The District Court is the logical organization to schedule, track and report on the Parks Division's structured community service program. However, the Court does not have the capacity to fulfill this function. With the budget reductions in District Court, the clerks and probation offices are minimally staffed and have difficulty handling the normal court tasks and casework. In fact, they are currently overwhelmed and the Court is looking for concrete ways to help them now. Screening and orienting defendants is a full-time job as is scheduling, keeping track of work crew/community service cases and reporting to the court. Additional resources are required to support these functions.

#### **Summary**

In summary, the Parks Division's structured community service program requires the support of the District Court for screening potential participants, scheduling the work locations, tracking progress of the participants and reporting success and failures to the court. Given the staff shortages in the District Court, this will require two FTE to be added to the District Court Probation or the District Court Relicensing Program.

It also requires the creation of Exchange accounts for the mechanics of tracking and scheduling the participants and two laptop computers that can travel from multiple courts to link in the exchange system. In addition, the Parks Division must have its vans returned along with funding

to support their maintenance and operation. This will enable them to transport participants between Park & Ride lots and various Parks Division work sites.

**Cost Estimates**

The work crew program is a CX-funded operation that is intended to be revenue-backed with the exception of the agreement with the State DOC. One of the goals for the Community Work Program is to secure contracts or agreements that fully support the crews and King County's expenses for operating the crews.

DAJD and Budget Office staff have established an annual revenue requirement of \$133,622 to fully support one crew. Total revenue from CWP crews is projected to be approximately \$950,000 this year. This assumes the continuation of the three former NRF/city contract crews, in addition to the operation of four full-calendar-year county crews and one half-year county crew. Overhead will be re-calculated over the course of the year as contracts are being finalized.

The 2003 adopted work crew budget and the estimated costs of four additional crews are provided in Table 6. Since the new crews were not included in the 2003 budget, DAJD will request supplemental appropriation authority as the crews are confirmed.

**Table 6**  
**DAJD, Community Corrections Division**  
**CWP Cost Estimates**

Account	2003 Adopted (four crews)		Proposed Increase (four more crews)		Total Work Crew after Expansion	
	FTE	Budget	FTE	Estimate	FTE	Estimate
Supervisor	1				1	
Program Coordinator	1		1		2	
Crew Supervisor	4		4		8	
Clerical			1		1	
Salaries		273,040		242,852		515,892
Benefits		87,740		88,260		176,000
O&M/Equipment		89,192		157,580		246,772
	<b>6</b>	<b>449,972</b>	<b>6</b>	<b>488,692</b>	<b>12</b>	<b>938,664</b>

Additional program revenue could be obtained in the future by contracting with more county agencies and with other cities. This will be more likely if King County is able to lower crew costs by obtaining economies of scale through continued expansion of the program.

The CWP has already received inquiries from a couple of smaller cities in King County that are interested in exploring work crew agreements to augment their landscape maintenance programs along roads and right of ways. As indicated above, each additional contract for a crew will generate requests for additional appropriation authority during the year.

# REQUEST FOR QUALIFICATIONS



**King County**

[www.metrokc.gov](http://www.metrokc.gov)

**Finance and Business Operations Division**  
Procurement and Contract Services Section  
Department of Executive Services  
EXC-ES-0825  
Exchange Building, 8th Floor  
821 Second Avenue  
Seattle, WA 98104-1598  
**206-684-1681**  
206-684-1147 Fax  
TTY Relay: 711

SUBMITTAL NUMBER: 110-03RLD		
SUBMITTAL	March 13,	TIME: 2:00
OPENING DATE:	2003	P.M.
<b>ALL QUALIFICATION PACKAGES SHALL BE SUBMITTED TO THE PURCHASING SECTION NO LATER THAN 2:00 P.M. EXACTLY</b>		
BUYER: Roy L. Dodman		
REQUISITION #: PP29440		

DATE ADVERTISED: February 20, 2003

**TITLE: OPERATIONAL MASTER PLANNING FOR THE DEPARTMENT OF ADULT AND JUVENILE DETENTION AND THE KING COUNTY CORRECTIONAL FACILITY - INTEGRATED SECURITY & JAIL HEALTH REMODEL PROJECT KING COUNTY DEPARTMENT OF EXECUTIVE SERVICES - BUDGET SECTION**

Sealed qualification submittals are hereby solicited and will be received only at the office of the King County Procurement Services Section at 821 Second Avenue, 8<sup>th</sup> Floor, Seattle, Washington, 98104 no later than 2 p.m. Thursday, March 13, 2003, for *Operational Master Planning for the King County Department of Adult and Juvenile Detention and the King County Correctional Facility - Integrated Security and Jail Health Remodel Project* for the King County Department of Executive Services - Budget Section. These services shall be provided to King County in accordance with the following and the attached instructions, requirements, and specifications.

**Submittal:** King County requires the Submitter to sign and return *this entire Request for Qualifications (RFQ) document*. The Submitter shall provide *one unbound original and six (6) copies* of the submittal response, data or attachments offered, for *seven (7) items* total. The original in shall be noted or stamped "Original".

**Questions:** Submitters will be required to submit any questions in writing prior to the close of business Thursday, February 27, 2003 in order for staff to prepare any response required to be answered by Addendum. Questions are best received and most quickly responded to when sent via e-mail directly to the following King County procurement personnel: *Primary* - Roy L. Dodman, Senior Buyer [roy.dodman@metrokc.gov](mailto:roy.dodman@metrokc.gov) / *Secondary* - Cathy Betts, Buyer [cathy.betts@metrokc.gov](mailto:cathy.betts@metrokc.gov) Questions may also be sent via fax or mail to the fax line or address above.

**NOTE: INFORMATION WITHIN BORDERED AREA MUST BE COMPLETED AND SIGNED.**

This document can be made available from the ADA Liaison, at (206) 684-1681 or TDD (206) 296-0100, in large print, audio cassette, or Braille

LEGAL NAME OF OFFEROR/CONTRACTOR (PRINT OR TYPE)			NAME OF AUTHORIZED REPRESENTATIVE (PRINT OR TYPE)		
STREET			TITLE		
CITY	STATE	ZIP	SIGNATURE		
TELEPHONE NUMBER		FAX NUMBER	E-MAIL ADDRESS		

**SECTION I - GENERAL INFORMATION**

- A. King County is an Equal Opportunity Employer and does not discriminate against individuals or firms because of their race, color, creed, marital status, religion, age, sex, national origin, sexual orientation, or the presence of any mental, physical or sensory handicap in an otherwise qualified handicapped person.
- B. All submitted qualifications and evaluation materials become public information and may be reviewed by appointment by anyone requesting to do so *at the conclusion* of the evaluation, negotiation, and award process. This process is concluded when a signed contract is completed between King County and the selected Consultant. Please note that if an interested party requests copies of submitted documents or evaluation materials, a standard King County copying charge per page must be received prior to processing the copies. King County *will not* make available photocopies of pre-printed brochures, catalogs, tear sheets or audio-visual materials that are submitted as support documents with a Submittal. Those materials will be available for review at King County Procurement.
- C. No other distribution of qualification materials will be made by the Submitters prior to any public disclosure regarding the RFQ, the submittal or any subsequent awards without written approval by King County. For this RFQ all qualification materials received by King County shall remain valid for ninety (90) days from the date of submittal. All materials received in response to this RFQ will be retained.
- D. Submittals shall be prepared simply and economically, providing a straightforward and concise but complete and detailed description of the Submitter's abilities to meet the requirements of this RFQ. Fancy bindings, colored displays and promotional materials are not desired. Emphasis shall be on completeness of content.
- E. King County reserves the right to reject any or all submittals that are deemed not responsive to its needs.
- F. In the event it becomes necessary to revise any part of this RFQ, addenda shall be provided to all document holders who, to the knowledge of King County staff, received the original RFQ.
- G. King County is not liable for any cost incurred by the Submitter prior to issuing the contract.
- H. A contract may be negotiated with the Submitter or Submitters whose qualifications would be most advantageous to King County in the opinion of the King County Department of Executive Services, all factors considered. King County reserves the right to reject any or all qualification submittals.
- I. It is proposed that if selections are made as a result of this RFQ, contract with a fixed price/prices for the related services will be negotiated. Negotiations may be undertaken with the Submitter who is considered to be the most suitable for the task(s) and work described in this RFQ. This RFQ is primarily designed to identify the most qualified firms, based on the Scope of Work outlined herein. Price and schedule will be negotiated with each "first choice" Submitter; negotiations may be instituted with the second choice and subsequent Submitter until the work is canceled or an acceptable contract is executed.
- J. This RFQ shall be available for use by all King County Departments, Divisions and Agencies. If orders will be placed by the County's Transit Division, the Contractor will be required to sign and comply with the Federal Transit Administration's (FTA)'s required documentation.
- K. The contents of the submittal of the selected Submitter shall become contractual obligations if a contract ensues. Failure of the Submitter to accept these obligations may result in cancellation of their selection.
- L. A contract between the Consultant and King County shall include all documents mutually entered into specifically including the contract instrument, the RFQ, and the response to the RFQ. The contract must include, and be consistent with, the specifications and provisions stated in the RFQ.
- M. News releases pertaining to this RFQ, the services, or the project to which it relates, shall not be made without prior approval by, and then only in coordination with, the King County Department of Executive Services.

- N. King County Code 4.16.025 prohibits the acceptance of any proposal or submittal after the time and date specified on the Request for Qualifications. There shall be no exceptions to this requirement.
- O. King County agencies' staff are prohibited from speaking with potential Submitters about the project during the solicitation.

Please direct all questions to:

Roy L. Dodman / Senior Buyer  
(206) 263-4266  
[roy.dodman@metrokc.gov](mailto:roy.dodman@metrokc.gov)

or  
Cathy M. Betts / Buyer  
(206) 263-4267  
[cathy.betts@metrokc.gov](mailto:cathy.betts@metrokc.gov)

NOTE: Documents and other information is available in alternate formats for individuals with disabilities upon advance request by call Mary Lou Allwine at 206-296-4210 or TTY711.

- P. Protest Procedure - King County has a process in place for receiving protests based upon either qualification submittals or contract awards. If you would like to receive or review a copy, please contact the Buyer named on the front page of this document or call Procurement Services at 206-684-1681.

Q. Term Service Requirement

If contracts are awarded based on this RFQ, they may contain the following provision:

Contract Extension

The initial contract period will be for one (1) year from the start date of the contract. The term of the contract may be extended in one (1) year increments for two (2) additional one-year periods for a total contract duration of three (3) years, in accordance with the County's best interest and at the sole option of the County. Prices shall remain firm for the duration of the contract period. Reasonable price changes based on market conditions and price/cost analysis *may* be requested, if such escalations are based on changes in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers ("CPI-U") for the Seattle-Tacoma-Bremerton Statistical Metropolitan Area for the preceding calendar year. You may obtain information about the CPI-U in general and the Seattle area in particular by visiting the United States Bureau of Labor Statistics web site at <http://www.bls.gov/cpi/>. In the event the CPI-U (or a successor or substitute index) is no longer published, a reliable government or other non-partisan index of inflation selected by the County shall be used to calculate any adjusted amounts. Requests for any such changes are to be made in writing to the Department of Executive Services, and approved by the County Executive or his/her designee. Any agreed-to change shall take effect at the time of the contract extension and shall remain in effect throughout the extension period. The parties hereto recognize that such changes could be increases or decreases in the prices; both parties are entitled to benefit from such price changes.

- R. Electronic Commerce and Correspondence. King County is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most Invitations to Bid, Requests for Proposal, and Requests for Qualifications, as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at <http://www.metrokc.gov/finance/procurement>. Please refer to the "RFPs, RFQs & ITBs / New / Consultants" portion of the site (note: some documents or portions thereof may not be posted on the site. Please note any special messages regarding a particular solicitation). This information is posted at the Web Site as a *convenience* to the public, and is not intended to replace the King County process of formally requesting bid documents and providing the County with contact information for the potential submitter. Each submitter bears the responsibility to confirm the completeness and accuracy of all documents pertaining to a given solicitation, including the receipt of all issued addenda.

If a Submitter downloads a document from the Web Site and does not contact the Procurement Office to obtain a hard copy, the submitter *must* use the "Feedback" (Envelope) button at the bottom of the Web

page to convey the submitter's company name, contact name, mailing address, and phone/fax number to the County. Please note which document/documents were downloaded.

After submittals have been opened in public, the County will post a listing of the consultants submitting qualifications at the King County Internet site. Please refer to the "RFPs, RFQs & ITBs / Awarded / Consultants" portion of the site for a listing, as well as a notification of a final award.

Unless otherwise requested, letters and other transmittals pertaining to this RFQ will be issued to the e-mail address noted in our files, and after submittal, noted on the first page of this document. If other personnel should be contacted via e-mail in the evaluation of this submittal, or to be notified of evaluation results, please complete the information in the table below.

Contact Name	Title	Phone	E-mail address

- S. Washington State Public Disclosure Act (RCW 42.17) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged.
- T. Qualifications submitted under this RFQ shall be considered public documents and with limited exceptions qualification submittals that are recommended for contract award will be available for inspection and copying by the public.

If a Submitter considers any portion of his/her submittal to be protected under the law, the Submitter shall clearly identify on the page(s) effected such words as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." The Submitter shall also use the descriptions above in the following table to identify the effected page number(s) and location(s) of any material to be considered as confidential (attach additional sheets as necessary). If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the law. If the material is not exempt from public disclosure law, the County will notify the Submitter of the request and allow the Submitter ten (10) days to take whatever action it deems necessary to protect its interests. If the Submitter fails or neglects to take such action within said period, the County will release the portion of the Submittal deemed subject to disclosure. By submitting qualifications and supporting material, the Submitter assents to the procedure outlined in this paragraph and shall have no claim against the County on account of actions taken under such procedure.

Type of exemption	Beginning Page / Location	Ending Page / Location

- U. Submitters are urged to use recycled/recyclable products and both sides of paper for printed and photocopied materials, whenever practicable, in preparing responses to this RFQ.
- V. Bid Identification Label: Please see the Bid Identification Label on the last page of this document.

## **SECTION II – PROJECT SPECIFICATIONS AND SCOPE OF WORK.**

### **A. Project Overview**

King County, through its Budget Office, is requesting Letters of Interest and Statements of Qualifications from experienced, qualified firms interested in providing services related to: (1) preparing an Operational Master Plan for the adult programs of Department of Adult and Juvenile Detention (DAJD), focusing on the use of, and potential alternative uses and operating concepts for, the County's two 24-hour adult secure detention facilities, the King County Correctional Facility (KCCF) and the Regional Justice Center (RJC); and (2) Technical assistance, analysis, and recommendations relative to the Integrated Security Project and Jail Health Remodel Project for the KCCF.

The County reserves the right to select individual consultants or a group of consultants with expertise appropriate to specific tasks of project tracks described in the Scope of Work. The work will be accomplished in several phases that may overlap depending on Executive and Council directives and availability of funding. The County may, at its sole discretion, exercise the right to add phases to one of the previously awarded contracts. The County may also choose not to proceed with additional phases and/or may procure other consultants to perform those services.

### **B. Background**

#### **1. The Integrated Security Project and the Need for Jail Operational Master Planning**

The KCCF opened in 1986 after a delay caused by electronic security system problems. The electronic subcontractor went bankrupt; and inadequate original drawings, a physical infrastructure that was undersized, inconsistent installation practices, and poor quality workmanship contributed to enormous functional deficiencies in the door control, intercom, and closed circuit TV systems.

In 2002 the Executive submitted a Capital Improvement Project to the Council in order to address long-standing problems with the electronic systems at the KCCF. This project, called the Integrated Security Project (ISP), includes other near-term projects, such as a remodel of Jail Health Services, which were to be "bundled" to take advantage of the relocation of inmates, the availability of an entire floor at one time, and additional escort capability.

In addition to Jail Health Services, deep cleaning and painting and elevator modernization were both considered for bundling. It was determined that the deep cleaning and painting would impact the schedule to such a degree that it would cost more than could be justified. It is also a task that can be implemented without relocating inmates a floor at a time. The elevator modernization was determined to be critical to completing the electronic security work, and thus it was added to the total package.

#### **2. County Council's Budget Proviso**

Prior to the Council's deliberations on the ISP proposal, Council staff expressed concern over moving forward with the project for several reasons:

- An Operational Master Plan (OMP) for the KCCF had not yet been completed. There was concern that replacing the security system in advance of an approved OMP could preclude some options for changes in jail operations.
- Based on Council staff review of the proposed project budget, operational costs associated with the capital improvement project appeared high.

- A consultant report suggested alternatives for consideration in the operational costs associated with the ISP.

County Code Section 4.04 requires that Operational Master Plans be provided and that CIP Program Plans be based on the approved Operational Master Plan. An Operational Master Plan and Program Plan have yet to be transmitted for approval on this project.

Based on concerns over the cost and the scope of the ISP, the County Council embargoed expenditure or encumbrance of ISP funds pending approval by Council motion of an Adult Secure Detention Operational Master Plan (OMP) and an updated ISP scope, schedule, and budget.

The OMP will cover the operations at both the KCCF located in downtown Seattle, and the Regional Justice Center located in Kent.

### 3. Background Information for Applicants

It is recommended that Applicants review the following sources of information, which are available electronically as indicated.

- King County Correctional Facility (KCCF)  
Integrated Security and Jail Health Remodel Project  
Council Committee Briefing August 28, 2002
- Budget Ordinance No. 14517, dated Monday, Nov. 25, 2002
- Report on the Integrated Security Project Plan  
Prepared by Bob Thomas of Robert C. Thomas & Associates
- King County Memorandum dated January 28, 2003 regarding Special Study of King County Jails

These documents are available either by contacting Roy L. Dodman at the e-mail address noted on pages 1 and 3, and requesting electronic copies, or at the King County Procurement and Contract Services website [http://www.metrokc.gov/finance/procurement/Facility\\_Integrated\\_Security\\_DES.asp](http://www.metrokc.gov/finance/procurement/Facility_Integrated_Security_DES.asp)

### C. Project Purpose

The County's purpose in soliciting Letters of Intent and Statements of Qualifications is to identify a consultant team with requisite expertise and experience to assist the County in a review process that will fulfill the intent of the Council's proviso for a jail OMP and an updated ISP proposal.

The review process will take place via two simultaneous tracks. **Track I – ISP** will be shorter and will focus on resolving outstanding issues related to the proposed Integrated Security Project. **Track II – OMP** will take longer and will result in information and alternatives for a jail Operational Master Plan, to be implemented by the Department of Adult and Juvenile Detention and subject to policy choices by the Council and Executive.

A consultant team will be selected to provide expert assistance under contract for both tracks.

The King County Auditor's Office and the Executive Budget Office will jointly ensure that the work of the consultant team adequately addresses the scope of work laid out in the contract. Implementation of the ISP and an Operational Master Plan would be the responsibility of the appropriate executive agencies subject to policy choices and decisions ultimately made by the Council and Executive.



An Advisory Group consisting, at a minimum, of Council staff and Executive staff (Budget Office, Jail Health, DAJD and Facilities Management) will meet on several occasions to identify issues and hear the consultant team's preliminary findings based on their evaluation. A major reason of convening the Advisory Group is to ensure that all significant issues that can be addressed will be addressed, and that objective analysis is provided and is shared for decision-making and policy-making purposes. The Advisory Group may be expanded to include other County agencies, offices, or the courts, as required to achieve a full and open discussion of alternatives and the findings of the consultant team.

#### **D. Budget**

The consultant budget established for the scope of work referenced in this RFQ for Track I and Track II shall not exceed \$200,000. Travel-related expenses, including per diems, will be reimbursed separately, subject to County approval, and paid at King County's standard rates. They are not included in the \$200,000 limit for this scope of work. A copy of the County's reimbursement policy is available by contacting Roy L. Dodman at the phone number or e-mail address noted on pages 1 and 3 of this RFQ.

#### **E. Consultant Scope of Work**

**Track I** will be completed June, 30, 2003. It will encompass an evaluation of the Integrated Security Project (ISP) to address outstanding issues, and identify all critical parts of the project that should go forward immediately (*subject to Council approval*). **Track II** will be completed by the end of the first quarter, March 31, 2004. It will accomplish the development of the first steps of an Operational Master Plan (OMP) that will identify best practices, benchmarks for cost-effective operations, constraints to achieving efficiencies, and long-term capital alternatives. Implementation of the OMP will follow, to be carried out by DAJD. The two statements below, concerning the scopes of services for Tracks I and II, represent the breadth and kinds of issues that will need to be analyzed as part of OMP work.

##### **1. Scope of Services for Track I**

- a. Evaluation of the feasibility and cost-effectiveness of incorporating alternative or additional technology upgrades in the ISP**
  - i. Evaluate, analyze, and quantify issues related to electronic surveillance, including use of central control alternatives in place of existing floor control systems, and the use of closed video and other electronic related capital alternatives which might afford cost effective alternatives to current operations and the ISP as currently planned. The consultant team will identify and evaluate alternatives, including a survey and review of these system alternatives as used in other adult correctional facilities.
- b. Evaluation of the cost-effectiveness and alternatives to the proposed ISP implementation plan.**
  - i. Evaluate the proposed operational implementation plan during delivery of the ISP, including the staffing plan for Jail and Jail Health operations. This will include the criteria and plan for double-bunking at the Regional Justice Center (RJC). The consultant team will identify and evaluate alternatives, including a survey and review of these system alternatives as used in other adult correctional facilities.
- c. Collaboration with Advisory Group members, and other County agencies and offices as appropriate, to produce an updated ISP scope, schedule and budget for submittal to the Executive and County Council.**

- i. Integrate findings from the consultant team's own analysis with executive agency analyses regarding capital alternatives, operating costs and timing and phasing of the ISP.
- ii. Utilize the ISP cost model to track and quantify all of the decision variables and operating and capital alternatives considered for the ISP, so that the County can identify the life-cycle cost impacts of alternative approaches and combinations of approaches.
- iii. In support of the ISP cost model, utilize the Cost Allocation Model for Adult Secure Detention developed by the King County Auditor's Office.

## **2. Scope of Services for Track II**

### **a. Establishment/Verification of baselines for operations**

- i. Identify baseline criteria, based on statutory requirements and best practices, for Adult Secure Detention operations (e.g., for a classification system, for establishing security levels, for assignment of inmates to alternative programs and 24-hour secure housing units, for carrying out inmate processing, and for providing for court detail, essential services and programs, and overall management and administration). Questions to be addressed include:
  - In what kinds of space/facilities do different classifications and or different types of inmates (e.g., age, gender, disabilities, medical need, mental health as other placement, etc.) need to be housed?
  - What activities and kinds of staff are required for intake, transfer and release?
  - What kinds and levels of observation/surveillance need to occur at different times and places?
  - What kinds of programming and services need to occur for different classifications and types of inmates?
  - What administrative and management services and levels of services are required for DAJD to fulfill its responsibilities?
- ii. Identify criteria used in identifying/choosing best practices.

### **b. Current Operations and Policies**

- i. Review/verify the County's criteria and practices for classification, security levels, assignment of inmates to alternative programs and secure housing units, inmate processing, court detail, services and programs. Identify which authorities are choosing and applying the criteria (e.g., DAJD, courts). Where these are different from baseline criteria and best practices; identify reasons, e.g.;
  - Litigated settlements
  - Existing contracts, collective bargaining agreements, or memoranda of understanding
  - Physical plant constraints
  - Department policies
  - Department practices
  - Coordination with other criminal justice agencies
  - Other

### **c. Move from Current to Best Practices**

- i. Given existing facilities and infrastructure, establish benchmarks, and identify and quantify operational efficiencies that can be gained through changes to operations, practices and pro-

gramming in both an unconstrained environment (meeting statutory and essential requirements only) and constrained environment (recognizing current legal/contractual constraints), to include but not be limited to:

- Alternative staffing plans
- Use of intermittent or "on-call" staff
- Use of overtime
- Alternative procurement of services (managed competition, privatization)
- Use of inmate labor

Benchmarks shall be based on comparable correctional facilities that can be shown to operate cost-effectively, where effectiveness includes operating in a safe, secure and humane manner. In addition to security-related operations, benchmarks shall be established for administration, services (inmate services, food services, maintenance and supply, etc.) and programs.

#### **d. Going Forward**

- i. Based on population forecasts, estimate the distributions of inmates into classifications based on security needs by year for the next 10 years. Evaluate how well the existing housing units can accommodate those security needs.
- ii. Identify modifications to facilities, infrastructure and systems that could produce operational efficiencies (including staffing reductions), and conduct analyses to determine whether such changes can be "self-financed" (where operational savings would more than offset debt service) or otherwise justified on the basis of life-cycle costs.
  - Included shall be an analysis of the results of the findings of the Office of Information Resource Management's report on Network Infrastructure Optimization to make capital and operational recommendations to incorporate any potential benefits related to the plan's telecommunications, data transfer or interactive video conferencing recommendations.
  - Also included shall be alternatives for expanded use of technology (video, video court, audio, security electronics, integrated technology project or other sensor systems) to reduce costs without impairing safety, security or effectiveness.
- iii. Identify benchmarks for overall operational efficiency, without taken as given the county's current adult correctional facilities. This information shall be used to evaluate alternatives to the two existing secure facilities.
- iv. Develop a decision package for a Jail Operational Master Plan that will identify and quantify:
  - Changes in operations that can produce more efficient operations within the existing facilities and constraints to operations.
  - Additional changes in operations within the current facilities that would result in cost savings, but would require removal or modification of current constraints.
  - Facility/infrastructure changes that would result in operational savings and that would be "self-financing" or justified on the basis of life-cycle costs.

The report on the OMP decision package shall illustrate existing and alternative staffing models graphically on floor plans of the existing jail facilities to illustrate the physical locations of staff and posts.

The decision package shall integrate alternatives for a Jail Operational Master Plan with the Adult Justice Operational Master Plan (AJOMP), and recommendations of the Criminal Justice Council.

**e. Cost modeling**

- i. Develop an OMP cost model to track and quantify all of the decision variables and operating and capital alternatives considered for the OMP, so that the County can identify the life-cycle cost impacts of alternative approaches and combinations of approaches.
- ii. In support of the OMP cost model, utilize the Cost Allocation Model for Adult Secure Detention developed by the King County Auditor's Office.

**3. Implementation**

The County plans on issuing one or more contracts to the firm or firms that would best enable the Budget Office to fulfill the intent of the County Council's proviso. This may result in requiring that two or more firms work collaboratively as part of a consultant team. The County reserves the right to amend the contract, resulting from this procurement, for additional services. Should King County determine to amend the contract to add additional services, the fee for these services will be negotiated.

**F. Selection Process and Qualification Evaluation**

This RFQ outlines the information necessary to understand the consultant selection process and the required documentation in submitting qualifications for this project.

After reviewing this RFQ and subsequent to the question and answer period for this RFQ, any firm that believes it has the necessary expertise and experience to successfully fulfill the described Scope of Work shall apply for consideration by submitting a Letter of Interest and Statement of Qualifications. Those interested parties submitting Letters of Interest and Statements of Qualifications shall be referred to as "Applicants."

Each Applicant shall submit one (1) original Letter of Interest and (6) copies, one (1) original Statement of Qualifications with six (6) copies, and (1) original list of four references with six (6) copies. Following receipt of Letters of Interest, Statements of Qualifications, and List of References, and at the County's sole discretion, the Selection Committee reserves the right to request additional information.

Each Applicant's Submittal will be evaluated by a Technical Evaluation Committee ("Committee") that may include members of the jail OMP Advisory Group. Applicants may be requested to make an oral presentation to the Committee as part of the selection process. The Committee will review and evaluate submittals and oral presentations, using the evaluation criteria set forth in this RFQ. The Applicants will be ranked, and the committee may select a firm or firms based upon their submittal, or may choose to create a short list of firms and conduct interviews. The Committee will then pass on its recommendations to the Director of the King County Budget Office who will select the firm or firms that he believes best meet the requirements set forth in the RFQ. Selected Consultants would then be awarded contracts based on the scope of works noted in this RFQ. King County reserves the right to reject any and/or all Applicants.

**G. Contract and Work Order Process**

Consultants selected and placed under contract will not be guaranteed any work or any a minimum level of work. Consultants agree to be available on an as-needed basis. When work to be performed is identified, King County will execute an amendment/work order to that Consultant's contract, and the work will be

conducted. King County is at no time required to use Consultants contracted via this RFQ process. King County may also elect to hire a consultant(s) through other competitive procurement processes.

## H. Evaluation Criteria

The criteria below will be used in evaluating Applicants' Statement of Qualifications to develop a master plan (total 135 points):

- Jail Operations Experience and Qualifications (20 points): The Applicant's team of consultants chosen for this project must have experience related to jail/correctional operations and be able to draw on that experience when issues and questions of operational standards, best practices, and appropriate choice of benchmarks arise. Provide resumes for each person in your firm or team (i.e., including subcontractors) demonstrating your firm's breadth of experience working in and/or evaluating jail, detention, or other correctional environments. Individual resumes should not exceed four (4) pages.
- Operational Master Planning (20 points): In two (2) pages, describe the experience of your firm or team in developing and contributing to jail/correctional operational master planning. Further provide three (3) examples of your firm's or team's previous work (publications, reports, etc.) that you feel best exemplify the kinds of work you have done that matches the scope of work for this project.
- Cost Modeling (10 points): This project will involve using, modifying and developing cost models to be used for evaluating operational alternatives and measuring potential cost impacts. In one (1) page, describe your firm's or team's expertise and experience using spreadsheet models in such a context.
- Approach to problem solving and evaluation of alternatives (30 points): In this project, issues and disagreements among Advisory Group members and other participants may arise concerning determinations of the facts, the appropriate facts to consider, and what constitutes responsible and cost-effective jail operations focusing on providing a safe and secure jail environment. In no more than four (4) pages, describe your team's experience and success in evaluating issues in such a context, and describe methods you would employ to resolve such issues.
- Capacity to Perform the Work (20 points): In two (2) pages, describe your firm's capacity to perform the work within time and budget limitations, considering the firm's current and planned workload and the hourly rates of the team members.
- Optional Oral Presentation & Interview (35 points): If an award is not made based solely on the written evaluations, interviews may be conducted with the top ranked Applicant or Applicants. If interviews are conducted, then the final selection will be based on the total of the written evaluation and oral interview point totals.

Jail Operations Experience and Qualifications	20 points
Operational Master Planning	20 points
Cost Modeling	10 points
Approach to problem solving and evaluation of alternatives	30 points
Capacity to Perform the Work	20 points
<b>Total Written Points</b>	<b>100 points</b>
Optional Oral Presentation & Interview	35 points
<b>Total Overall Points Available</b>	<b>135 points</b>

**I. Applicants' Submittals**

Applicants' Letters of Intent, Statements of Qualifications and List of References shall be submitted according to the criteria established in this RFQ, including page limits that are specified. Qualifications that are not submitted in accordance with the procedures and specified requirements herein may be considered "non-responsive" and will be subject to rejection by the County. All costs incurred in the preparation and submittal of qualifications, as well as the costs resulting from on-going participation in this procurement process shall be borne by the proposing Applicants. The County shall not reimburse Applicants for such costs.

**J. Schedule (Note: some dates tentative)**

Issue Request for Letters, Statement and References	February 20, 2003
Deadline for Questions from Applicants	February 27, 2003
Due Date for Letters, Statements and References	March 13, 2003
Oral Interviews/Presentations (optional)	March 24, 2003 (tentative)
Final Ranking and Determination of Selected Firm(s)	March 26, 2003 (tentative)

*Note: If the County elects to hold oral interviews, it is anticipated that firms to be interviewed will be notified by email by the close-of-business on March 20, 2003. Applicants should hold open time on their schedules, and be prepared to attend an oral interview on March 24, 2003.*

### SECTION III - NONDISCRIMINATION AND AFFIRMATIVE ACTION

If contracts are awarded from this Request for Qualifications, they will contain the following contract language:

#### PART 1: NON-DISCRIMINATION

- A. King County Code Chapters 12.16 and 12.18 are incorporated by reference as if fully set forth herein and such requirements apply to this Contract; provided however, that no specific levels of utilization of minorities and women in the workforce of the Consultant shall be required, and the Consultant is not required to grant any preferential treatment on the basis of race, sex, color, ethnicity or national origin in its employment practices; and provided further that, notwithstanding the foregoing, any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents shall continue to apply.
- B. During the performance of this Contract, neither the Consultant nor any party subcontracting under the authority of this Contract shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract.
- C. The Consultant shall, prior to the commencement of the work and during the term of this Contract, furnish the County, upon request and on such forms as may be provided by the County, a report of the affirmative action taken by the Consultant in implementing the terms of this section. The Consultant will permit access by the County to the Consultant's records of employment, employment advertisements, application forms, other pertinent data and records related to this Contract for the purpose of monitoring and investigation to determine compliance with these requirements.
- D. The Consultant shall implement and carry out the obligations contained in its Affidavit and Certificate of Compliance regarding equal employment opportunity. Failure to implement and carry out such obligations in good faith may be considered by the County as a material breach of this Contract and grounds for withholding payment and/or termination of the Contract and dismissal of the Consultant.
- E. The Consultant shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, RCW Chapter 49.60 and Titles VI and VII of the Civil Rights Act of 1964.
- F. During the performance of this Contract, neither the Consultant nor any party subcontracting under the authority of this Contract shall engage in unfair employment practices. It is an unfair employment practice for any:
  - 1. Employer or labor organization to discriminate against any person with respect to referral, hiring, tenure, promotion, terms, conditions, wages or other privileges of employment;
  - 2. Employment agency or labor organization to discriminate against any person with respect to membership rights and privileges, admission to or participation in any guidance program, apprenticeship training program, or other occupational training program;
  - 3. Employer, employment agency, or labor organization to print, circulate, or cause to be printed, published or circulated, any statement, advertisement, or publication relating to employment or membership, or to use any form of application therefor, which indicates any discrimination unless based upon a bona fide occupation qualification;

4. Employment agency to discriminate against any person with respect to any reference for employment or assignment to a particular job classification;
5. Employer, employment agency or a labor organization to retaliate against any person because this person has opposed any practice forbidden by KCC Chapter 12.18 or because that person has made a charge, testified or assisted in any manner in any investigation, proceeding or hearing initiated under the provisions of KCC Chapter 12.18;
6. Publisher, firm, corporation, organization or association printing, publishing or circulating any newspaper, magazine or other written publication to print or cause to be printed or circulated any advertisement with knowledge that the same is in violation of KCC Chapter 12.18.030C., or to segregate and separately designate advertisements as applying only to men and women unless such discrimination is reasonably necessary to the normal operation of the particular business, enterprise or employment, unless based upon a bona fide occupational qualification; and/or
7. Employer to prohibit any person from speaking in a language other than English in the workplace unless:
  - a. The employer can show that requiring that employees speak English at certain times is justified by business necessity, and
  - b. The employer informs employees of the requirement and the consequences of violating the rule.

## **PART 2: REQUIRED SUBMITTALS**

- A. All Consultants entering into a contract or agreement with King County valued at \$25,000 or more shall, after the Submitter receives written notice of selection, submit the following:
  1. A Personnel Inventory Report on the form provided by the County.
  2. An Affidavit of Compliance demonstrating the Consultant's commitment to comply with the provisions of KCC Chapter 12.16.
  3. A Sworn Statement of Compliance with 12.16 from any labor union or employee referral agency which refers workers or employees or provides or supervises training programs from whom the Consultant obtains employees.
- B. The County will not execute any agreement or contract without prior receipt of fully executed forms listed in subparagraph A above.
- C. Assistance with the requirements of this Section and copies of Chapters 12.16 and 12.18 are available from the Business Development & Contract Compliance (BDCC) Section, phone (206) 205-0700.

## **PART 3: NONDISCRIMINATION IN SUBCONTRACTING PRACTICES**

- A. Compliance with Initiative 200. In accordance with the provisions of Washington Initiative 200, no County Minority and Women Business (M/WBE) utilization requirements shall apply to this Contract. No minimum level of M/WBE sub-consultant participation or purchase from M/WBE certified vendors is required and no preference will be given by the County to a bidder or Proposer for their M/WBE utilization or M/WBE status. Provided, however, that any affirmative action requirements set forth in any federal regulations or statutes included or referenced in the Contract documents will continue to apply.
- B. Non-Discrimination. During the term of this Contract, the Consultant shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts



as sources of supplies, equipment, construction and services. In considering offers from and doing business with sub-consultants and suppliers, the Consultant shall not discriminate against any person on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.

- C. Record-Keeping Requirements. The Consultant shall maintain, for at least 6 years after completion of all work under this contract, records and information necessary to document its level of utilization of M/WBEs and other businesses as sub-consultants and suppliers in this contract and in its overall public and private business activities for the same period. The Consultant shall also maintain, for at least 6 years after completion of all work under this contract, all written quotes, bids, estimates or proposals submitted to the Consultant by all businesses seeking to participate on this Contract. Consultant shall make such documents available to the County for inspection and copying upon request. If this contract involves federal funds, Consultant shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents.
- D. Open Competitive Opportunities. King County encourages the utilization of minority owned businesses ("MBEs") and women-owned businesses ("WBEs")(collectively, "M/WBEs") in County contracts. The County encourages the following practices to promote open competitive opportunities for small businesses including M/WBEs:
1. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to provide project information and to inform M/WBEs and other firms of contracting and subcontracting opportunities.
  2. Placing all qualified small businesses attempting to do business in King County, including M/WBEs, on solicitation lists, and providing written notice of subcontracting opportunities to M/WBEs and all other small businesses capable of performing the work, including without limitation all businesses on any list provided by the County, in sufficient time to allow such businesses to respond to the written solicitations.
  3. Breaking down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by small businesses including M/WBEs.
  4. Establishing delivery schedules, where the requirements of this contract permit, that encourage participation by small businesses, including M/WBEs.
  5. Providing small businesses including M/WBEs that express interest with adequate and timely information about plans, specifications, and requirements of the contract.
  6. Utilizing the services of available community organizations, Consultant groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses including M/WBEs.

Further, the County encourages small businesses, including M/WBEs, to participate in the following practices to promote open competitive opportunities:

1. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to receive project information and to inform prime bidders/proposers of contracting and subcontracting capabilities.
  2. Requesting placement on solicitation lists, and receipt of written notice of subcontracting opportunities.
  3. Utilizing the services of available community organizations, Consultant groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses and M/WBEs.
- E. Sanctions for Violations. Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of contract for which the Consultant may be subject to damages and sanctions provided for by contract and by applicable law.

#### **PART 4: REQUIREMENTS DURING WORK**

##### **A. Site Visits**

King County may at any time visit the site of the work and the Consultant's office to review records related to actual utilization of and payments to subcontracting firms. The Consultant shall maintain sufficient records necessary to enable King County to review utilization of subcontracting firms. The Consultant shall provide every assistance requested by King County during such visits.

#### **PART 5: COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED AND THE AMERICANS WITH DISABILITIES ACT OF 1990**

The Consultant shall complete a Disability Self-Evaluation Questionnaire for all programs and services offered by the Consultant (including any services not subject to this Contract) and shall evaluate its services, programs and employment practices for compliance with Section 504 of the Rehabilitation Act of 1973, as amended ("504"), and the Americans with Disabilities Act of 1990 ("ADA"). The Consultant shall complete a 504/ADA Disability Assurance of Compliance prior to execution of a contract.

#### **SECTION IV - GENERAL CONTRACT REQUIREMENTS**

##### **PART 1: TERMINATION CLAUSES**

- A. This Contract may be terminated by the County without cause, in whole or in part, upon providing the Consultant ten (10) calendar days' advance written notice of the termination.

If the Contract is terminated pursuant to this Section IV, paragraph A: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and (2) the Consultant shall be released from any obligation to provide further services pursuant to the Contract.

- B. The County may terminate this Contract, in whole or in part, upon five (5) calendar days' advance written notice in the event: (1) the Consultant materially breaches any duty, obligation, or services required pursuant to this Contract, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible.

If the Contract is terminated by the County pursuant to this Subsection IV(B) (1), the Consultant shall be liable for damages, including any additional costs of procurement of similar services from another source.

If the termination results from acts or omissions of the Consultant, including but not limited to misappropriation, nonperformance of required services or fiscal mismanagement, the Consultant shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Consultant by the County.

- C. If expected or actual funding is withdrawn, reduced or limited in any way prior to the termination date set forth above in Section II or in any amendment hereto, the County may, upon written notice to the Consultant, immediately terminate this Contract in whole or in part.

If the Contract is terminated pursuant to this Section IV, paragraph C: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and (2) the Consultant shall be released from any obligation to provide further services pursuant to the Contract.

Funding under this Contract beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this contract will terminate at the close of the current appropriation year.

- D. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or law that either party may have in the event that the obligations, terms and conditions set forth in this Contract are breached by the other party.

## **PART 2: INDEMNIFICATION AND HOLD HARMLESS**

- A. In providing services under this Contract, the Consultant is an independent contractor, and neither the Consultant nor its officers, agents or employees are an employee of the County for any purpose. The Consultant shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law. The County assumes no responsibility for the payment of any compensation, wages, benefits or taxes to, or on behalf of, the Consultant, its employees or others by reason of this Contract. The Consultant shall protect, indemnify and save harmless the County, its officers, agents and employees from and against any and all claims, costs and/or losses whatsoever occurring or resulting from 1) the Consultant's failure to pay any such compensation, wages, benefits or taxes; and 2) the supplying to the Consultant of work, services, materials and/or supplies by Consultant employees or other suppliers in connection with the performance of this Contract.
- B. The Consultant further agrees that it is financially responsible for and shall repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional acts or failure for any reason to comply with the terms of this Contract by the Consultant, its officers, employees, agents and/or representatives. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract, or the Termination section.
- C. The Consultant shall protect, defend, indemnify, and save harmless the County, [and the State of Washington (when any funds for this Contract are provided by the State of Washington)] their officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the Consultant, its officers, employees, and/or agents. The Consultant agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, the Consultant by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event that County incurs attorney fees and/or costs in the defense of claims, for damages within the scope of this section, such fees and costs shall be recoverable from the Consultant. In addition King County shall be entitled to recover from the Consultant fees, and costs incurred to enforce the provisions of this section.

Claims shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in unfair trade practice.

Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this agreement.

**PART 3: INSURANCE**

The selected Consultant shall furnish General Liability (Commercial General Liability, including Products and Completed Operations) in the amount of \$1,000,000 combined single limit; \$2,000,000 aggregate. In addition, with the exceptions of sole proprietorships, evidence of Workers' Compensation and Stop-Gap Employer's Liability shall be \$1,000,000.

**Such policy/policies shall endorse King County, and its appointed and elected officials and employees as additional insureds.**

King County reserves the right to approve deductible/self-insured retention levels and the acceptability of insurers.

**PART 4: CORRECTIVE ACTION**

If the County determines that a breach of contract has occurred, that is the Consultant has failed to comply with any terms or conditions of this Contract or the Consultant has failed to provide in any manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequential procedure will apply:

- A. The County will notify the Consultant in writing of the nature of the breach;
- B. The Consultant shall respond in writing within three (3) working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Contract into compliance, which date shall not be more than ten (10) days from the date of the Consultant's response; unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;
- C. The County will notify the Consultant in writing of the County's determination as to the sufficiency of the Consultant's corrective action plan. The determination of sufficiency of the Consultant's corrective plan shall be at the sole discretion of the County;
- D. In the event that the Consultant does not respond within the appropriate time with a corrective action plan, or the Consultant's corrective action plan is determined by the County to be insufficient, the County may commence termination of this Contract in whole or in part pursuant to Section IV.B;
- E. In addition, the County may withhold any payment owed the Consultant or prohibit the Consultant from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and
- F. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section IV, Termination Clauses, Subsections A, B, C, and D.

**PART 5: ASSIGNMENT/SUBCONTRACTING**

- A. The Consultant shall not assign or subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. Said consent must be sought in writing by the Consultant not less than fifteen (15) calendar days prior to the date of any proposed assignment.

- B. "Subcontract" shall mean any agreement between the Consultant and a Subcontractor or between Subcontractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of (i) support services not related to the subject matter of this contract, or (ii) supplies.

## SECTION V - ADDITIONAL INFORMATION & REQUIREMENTS

### A. Disclosure – Conflict of Interest

King County Code Chapter 3.04 is incorporated by reference as if fully set forth herein and the Consultant agrees to abide by all the conditions of said Chapter. Failure by the Consultant to comply with any requirements of this Chapter shall be a material breach of contract.

1. The Consultant covenants that no officer, employee, or agent of the County who exercises any functions or responsibilities in connection with the planning and implementation of the scope of services funded herein, or any other person who presently exercises any functions or responsibilities in connection with the planning and implementation of the scope of services funded herein shall have any personal financial interest, direct or indirect, in this Contract. The Consultant shall take appropriate steps to assure compliance with this provision.
2. If the Consultant violates the provisions of Section V (1) or does not disclose other interest required to be disclosed pursuant to King County Code Section 3.04.120, as amended, the County will not be liable for payment of services rendered pursuant to this Contract. Violation of this Section shall constitute a substantial breach of this Contract and grounds for termination pursuant to Section IV (B) above as well as any other right or remedy provided in this Contract or law.
3. The King County Board of Ethics maintains a website that provides information regarding King County ethics requirements. To review specific areas of the Code of Ethics that relate to contractors and vendors, follow this path: <http://www.metrokc.gov/ethics/>, and access 1) The Code of Ethics, "Employee Code of Ethics 3.04", and 2) Advice and Guidance "Doing Business with Contractors, Vendors, Clients and Customers". Under "Employee Code of Ethics 3.04", there are two areas of the code that speak specifically to contractors: 3.04.060 B1 (attempting to secure preferential treatment) and 3.04.120 (disclosure of interests by consultants requirement). There are other sections under conflict of interest, 3.04.030 that are directed to employees and govern their relationships with contractors.

### B. Recycled/Recyclable Products

It is the policy of King County to use recycled materials to the maximum extent practicable (King County Code Chapter 10.16). Consultants able to supply products containing recycled materials that meet performance requirements are encouraged to offer them in bids and proposals and to use them wherever possible in fulfillment of contracts.

The Consultant shall use recycled paper for the production of all printed and photocopied documents related to the fulfillment of this Contract and shall ensure that, whenever possible, the cover page of each document printed on recycled paper bears an imprint identifying it as recycled paper. If the cost of recycled paper is more than fifteen percent higher than the cost of non-recycled paper, the Consultant may notify the Contract Administrator, who may waive the recycled paper requirement. The Consultant shall use both sides of paper sheets for copying and printing and shall use recycled/recyclable products wherever practical in the fulfillment of this Contract.

### C. Proprietary Rights

The parties to this Contract hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the

sole property of the County. The foregoing shall not apply to existing training materials, consulting aids, check lists and other materials and documents of the Consultant which are modified for use in the performance of this Contract.

## **SECTION VI - MAINTENANCE OF RECORDS/AUDITS**

- A. The Consultant shall maintain, and shall require any sub-consultant to maintain, accounts and records, including personnel, property, financial and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all project funds and compliance with this Contract. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this Contract. The Consultant shall make such documents available to the County for inspection, copying, and auditing upon request.
- B. All records referenced in subsection (A) shall be maintained for a period of six (6) years after completion of work or termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14, or unless a longer retention period is required by law.
- C. The Consultant shall provide access to its facilities, including those of any sub-consultant, to the County, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract. The County will give advance notice to the Consultant in the case of fiscal audits to be conducted by the County.
- D. The Consultant agrees to cooperate with the County or its designee in the evaluation of services provided under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluation shall be maintained and disclosed in accordance with RCW Chapter 42.17.
- E. If the Consultant received a total of \$300,000.00 or more in federal financial assistance during its fiscal year from the County, and is a non-profit organization or institution of higher learning or a hospital affiliated with an institution of higher learning, and is, under this Contract, carrying out or administering a program or portion of a program, it shall have an independent audit conducted of its financial statement and condition, which shall comply with the requirements of GAAS (generally accepted auditing standards), GAO's Standards for Audits of Governmental Organizations, Programs, Activities, and Functions and OMB Circulars A-133 and A-128, as amended and as applicable. Consultants receiving federal funds from more than one County Department or Division shall be responsible for determining of the combined financial assistance is equal or greater than \$300,000.00. The Consultant shall provide one copy of the audit report to each County division providing federal financial assistance to the Consultant no later than six (6) months subsequent to the end of the Consultant's fiscal year.

## **SECTION VII – REQUIRED FORMS**


The following completed forms will be required from the selected contractor, prior to contract award:

- A. King County Personnel Inventory Report
- B. Affidavit and Certificate of Compliance with King County Code 12.16
- C. Statement of Compliance - Union or Employee Referral Agency Statement (if applicable)
- D. King County Code 3.04.120 and Consultant Disclosure Form
- E. 504/ADA Disability Assurance of Compliance and Corrective Action Plan

Copies of these forms are available by contacting the King County Procurement and Contract Services Division. They are available in paper form, or may be obtained via e-mail. Please contact Cathy Betts at 206-263-4267 or Roy L. Dodman at 206-263-4266, or by sending an e-mailed request to [cathy.betts@metrokc.gov](mailto:cathy.betts@metrokc.gov) or [roy.dodman@metrokc.gov](mailto:roy.dodman@metrokc.gov).

**SECTION VIII – RFQ SUBMITTAL CHECKLIST**

- A. One (1) signed copy of entire RFQ package.
- B. One (1) signed copy of any Addendum that were issued. (If it has signature box at bottom of first page, it must be returned also.)
- C. One (1) unbound copy of submittal response marked "Original."
- D. Six (6) copies of submittal response.
- E. Complete the Bid Identification Label below (or reasonable facsimile) and attach it to a prominent place on the exterior of the submission envelope, box, etc.

	<b>Urgent-Sealed Bid Enclosed</b> <b>Do not Delay - Deliver</b> <b>Immediately</b>
<b>Bid Number:</b>	RFP 110-03RLD
<b>Bid Title:</b>	Operational Master Planning DAJD/Jail
<b>Opening Date:</b>	
<b>Firm Name:</b>	
<b>King County Procurement and Contract Services Section</b>	<b>Exchange Building, 8th Floor</b>
<b>Finance &amp; Business Operations Div.</b>	<b>821 Second Avenue</b>
	<b>Seattle, WA 98104-1598</b>
<b>MS: EXC-ES-0882</b>	