



King County

Department of Executive Services  
Finance and Business Operations Division  
**Procurement and Contract Services Section**  
206-684-1681 TTY Relay: 711

# REQUEST FOR PROPOSAL

# 2004-361

DATE ADVERTISED: May 27, 2004

RFP Title: Study of Classification & Compensation System

Requesting Dept./ Div.: King County Council

RFP Number: 135-04RLD

Due Date: June 17, 2004 – no later than 2:00 P.M.

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

No pre-proposal for this RFP

Sealed Proposals are hereby solicited and will **ONLY** be received by

**King County Procurement Services Section**  
Exchange Building, 8<sup>th</sup> Floor  
821 Second Avenue  
Seattle, WA 98104-1598

Office Hours - 8:00 a.m. - 5:00 p.m.  
Monday - Friday

### SUBMITTERS MUST COMPLETE AND SIGN THE FORM BELOW (TYPE OR PRINT)

Company Name		
Address		City/State/Zip Code
Signature	Authorized Representative / Title	
E-mail	Phone	Fax

This Request for Proposal will be provided in alternative formats such as Braille, large print, audio cassette or computer disk for individuals with disabilities upon request.

Sealed proposals 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. on the date noted above regarding a *Study of a Classification & Compensation System* for the *King County Council*. 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 Proposer to sign and return *this entire Request for Proposal (RFP) document*. The Proposer shall provide *one unbound original and three (3) copies* of the proposal response, data or attachments offered, for *four (4) items* total. The original in both cases shall be noted or stamped "Original".

**Questions:** Proposers will be required to submit any further questions in writing prior to the close of business Wednesday, June 8, 2004 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 M. Betts, Buyer [cathy.betts@metrokc.gov](mailto:cathy.betts@metrokc.gov). Questions may also be sent via fax or mail to the address above.

## 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 proposals 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 proposal. Those materials will be available for review at King County Procurement.
- C. No other distribution of proposals will be made by the Proposers prior to any public disclosure regarding the RFP, the proposal or any subsequent awards without written approval by King County. For this RFP all proposals received by King County shall remain valid for one hundred and twenty (120) days from the date of submittal. All proposals received in response to this RFP will be retained.
- D. Proposals shall be prepared simply and economically, providing a straightforward and concise but complete and detailed description of the Proposer's abilities to meet the requirements of this RFP. 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 proposals that are deemed not responsive to its needs.
- F. In the event it becomes necessary to revise any part of this RFP, addenda shall be created and posted at the King County Procurement web site. Addenda will also be conveyed to those potential submitters providing an accurate e-mail address. If desired, a hard copy of any addenda may be provided upon request.
- G. King County is not liable for any cost incurred by the Proposer prior to issuing the contract.
- H. A contract may be negotiated with the Proposer whose proposal would be most advantageous to King County in the opinion of the King County Council, all factors considered. King County reserves the right to reject any or all proposals submitted.
- I. It is proposed that if a selection is made as a result of this RFP, a contract with a fixed price/prices will be negotiated. Negotiations may be undertaken with the Proposer who is considered to be the most suitable

for the work. This RFP is primarily designed to identify the most qualified firm. Price and schedule will be negotiated with the "first choice" Proposer; negotiations may be instituted with the second choice and subsequent Proposer until the project is canceled or an acceptable contract is executed.

- J. This RFP 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 proposal of the selected Proposer shall become contractual obligations if a contract ensues. Failure of the Proposer 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 RFP, and the response to the RFP. The contract must include, and be consistent with, the specifications and provisions stated in the RFP.
- M. News releases pertaining to this RFP, 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 after the time and date specified on the Request for Proposal. There shall be no exceptions to this requirement.
- O. King County agencies' staff are prohibited from speaking with potential Proposers 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 calling 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 proposals 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. 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 and Requests for Proposal, 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 proposer. Each proposer 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 proposer downloads a document from the Web Site and does not contact the Procurement Office to obtain a hard copy, the proposer *must* use the "Feedback" (Envelope) button at the bottom of the Web page to convey the proposer's company name, contact name, mailing address, and phone/fax number to the County. Please note which document/documents were downloaded.

After proposals have been opened in public, the County will post a listing of the consultants submitting proposals 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 RFP 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 proposal, or to be notified of evaluation results, please complete the information in the table below.

Contact Name	Title	Phone	E-mail address

- R. 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.
- S. Proposals submitted under this RFP shall be considered public documents and with limited exceptions proposals which are recommended for contract award will be available for inspection and copying by the public.

If a Proposer considers any portion of his/her proposal to be protected under the law, the Proposer shall clearly identify on the page(s) affected such words as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." The Proposer shall also use the descriptions above in the following table to identify the affected 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 Proposer of the request and allow the Proposer ten (10) days to take whatever action it deems necessary to protect its interests. If the Proposer fails or neglects to take such action within said period, the County will release the portion of the Proposal deemed subject to disclosure. By submitting a Proposal, the Proposer 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. Proposers are urged to use recycled/recyclable products and both sides of paper for printed and photocopied materials, whenever practicable, in preparing responses to this RFP.
- 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.

### PART 1 - Specifications

#### A. Background Information

King County, located in the Puget Sound region of Washington State is the 12<sup>th</sup> most populated county in the nation. With more than 2,200 square miles and a population of more than 1.7 million, King County is one of the largest public service providers in the State. King County provides regional services, such as courts and related legal services, public health services, county jails, records, election, property tax appraisal and transit and sewer services. In its unincorporated areas King County also provides land use regulation, building permits, police protection, roads and local parks.

The Metropolitan King County Council is the legislative body of King County Government. The Council is a partisan body made up of thirteen Councilmembers who are elected by district to four-year terms. As the legislative branch of government in King County, the Council adopts ordinances and motions, sets policy for the county and holds approval authority for the County budget.

The Legislative Branch of King County employs approximately 150 people classified into 57 classifications. In addition to the Council's analytical, administrative, legal and managerial staff, the legislative branch includes the offices of the County Auditor, County Ombudsman, County Hearing Examiner the Board of Equalization and Civic Television. This study will address the duties, qualification and salaries of all employees in the legislative branch with the exception of employees hired to directly serve council districts and the technical staff of Civic Television who are covered by a collective bargaining agreement.

All employees involved in this study are at-will and work indirectly for all thirteen Councilmembers.

The responsibility for review and recommendation on employee related matters, including classification and compensation issues, rests with the Council's Employment Committee. The Employment Committee is Chaired by the Vice-Chair of the Council and made up of three members. The Chair of the Council is a member of the Employment Committee. This committee makes recommendation to the full council on employment matters. The final approval is given through the action of the full council.

The legislative branch compensation system is made up of three salary levels: support, professional and managerial. The 2004 hourly and annualized salary schedules are attached as appendix C and D. Specific criteria for each pay level is listed below:

#### 1. Support Salary Level (S Range):

- There are eight job classifications at the support level.
- The support salary level has five salary ranges with six steps per range.
- There is a 5% differential between each step in each range.
- With satisfactory performance, employees progress through the steps on an annual basis.
- Employees will reach the top step after five years of employment, if they are hired at the first step. They will reach the top of the range sooner if they are hired at a higher step.

#### 2. Professional Salary Level (P Range):

- There are thirty-five job classifications at the professional level.
- The professional salary level has six salary ranges, with ten steps per range.
- There is a 2.5% differential between each step in each range.

- With satisfactory performance, employees progress through the steps on an annual basis until they reach step seven. Employees then progress through steps seven through ten on a bi-annual basis.
- Employees reach the top step in year thirteen if they are originally hired at the first step.

### 3. Managerial Salary Level (M Range)

- There are twelve job classifications at the managerial level.
- The managerial salary level has six four ranges, with ten steps pre range.
- There is a 2.5% differential between each step in each range.
- With satisfactory performance, employees progress through the steps on an annual basis until they reach step seven. Employees then progress through steps seven through ten on a bi-annual basis.
- Employees reach the top step in year thirteen if they are originally hired at the first step.

It has been 14 years since the Council last commissioned an independent Classification and Compensation Study. The current plan was originally adopted in 1990. An internal review of the plan was conducted in 1998 that resulted in some changes. It is time again to conduct a full-scale study that will ensure that the Council's system is both competitive in the marketplace and equitable in the workplace. Although the ridged nature of the current system provides consistency and stability, it does not address the sometime radical change in workload or level of responsibility that individual positions in a classification can experience in from one year to another. It does not provide a very effective tool for rewarding high achieving employees. Its design has lead to many employees reaching the top of the scale without any options for additional increase or recognition.

## B. Scope of Work

The King County Council requires a complete study of its classification and compensation system, corresponding up-dated classification and corresponding compensation plan for all Council staff and that will:

- Provide an optimal division of tasks with fair and equitable total compensation.
- Provide a comprehensive picture of each classification's functions
- Contain the flexibility to respond to changing conditions
- Include a tested, validated method for job analysis which can be used for ongoing internal administration and maintenance after the study is completed
- Document procedures for maintaining the plan
- Enable the Council to attract and retain well-qualified employees
- Use methodology that can be easily explained and understood by our staff members.

### 1. Objectives and Required Steps

#### a. Inform and educate using the following:

- Provide an oral presentation and a written explanation of the study and its process for Council members and staff.
- Provide weekly written updates of the study's progress.
- Provide verbal updates to the Council Employment Committee and Staff Study Committee

#### b. Identify and recommend a classification and compensation method.

- Provide information and education on the various methods of classification and compensation.
- Facilitate discussions with Council Members and Staff Study Committee that identifies the needs and preferred objectives for the classification and compensation plan.
- Identify a method that meets the objectives identified above and that:
  - Is tested, validated, and provides systematic, flexible and logically designed classifications.
  - Reflects duties and responsibilities of each classification and staff position to ensure jobs are being performed effectively to accomplish assigned tasks with expected results.
  - Includes information gathered from employee meetings and/or positions description questionnaires.
  - Establish competencies for each classification
  - Achieves internal equity consistently throughout the branch.

The proposed plan may recommend the redesign of current job classifications.

2. Produce a set of position descriptions which:
  - a. Is based on an analysis of existing job descriptions and information gathered from current employees.
  - b. Studies position functions, duties, responsibilities and reporting relationships for each position.
    - Reflect the specific qualifications (including knowledge, skills and abilities), essential functions, duties/responsibilities and reporting relationships and performance expectations in order to effectively depict and communicate responsibilities
    - Classify all positions as to fair labor standards (FLSA) status designation and Washington State Department of Labor and Industries regulations by using approved federal testing requirements
    - Meet all EEO and ADA requirements
    - Is useful for recruiting, selection, performance management and training purposes
    - Allow for modification due to service/organizational or technological changes, new positions, changing responsibilities, etc,
    - Allow for periodic audit of the position descriptions to ensure the structure is up-to-date and still accurate

The position descriptions will be approved by King County Council and must include sufficient detail to facilitate accurate analysis and evaluation.

3. Recommend a compensation structure that:
  - a. Is internally equitable and rational as to the relative value of all positions
  - b. Considers benefits as a part of a total cost of compensation
  - c. Is externally competitive in the labor market using surveys and studies containing data from both private and public employers
  - d. Is based on systematic job measurements or other proven job analysis
  - e. Provides for consistent implementation
  - f. Considers the need for flexibility caused by changing workloads and assignments.
4. Design implementation methods and implement including:
  - a. A cost analysis of the proposed plans and their implementation with recommendations for "phasing", or other cost-effective solutions

- b. A recommendation and help establishing a method for implementation of the proposed classification plan and compensation structure as well as a method(s) for communication of the study and the plan to all staff.
  - c. Written documentation to maintain and administer the proposed classification plan, position descriptions and compensation structure on a continuing basis for effective use after the study is complete. Provide training to designated Council staff in the maintenance and administration of the plan.
  - d. Identifying possible areas of conflict for both the classification and compensation study and proposed plan and recommend potential solutions to the issues.
5. Consultant's final report

At the conclusion of this project, the consultant will submit a written report encompassing the Objectives and Result Requirements outlined in the previous section, and will make oral presentations to the Council, the Employment Committee, study leadership, and other employee groups as deemed appropriate.

The written report must include a technical appendix presenting all working papers pertinent to the recommendations of the consultant report.

## **PART 2 - EVALUATION**

### **A. Evaluation Criteria**

The *firms* submitting proposals will be evaluated on the following criteria:

1. Appropriate credentials for work to be done.
2. Evidence of previous successful experience as a consultant on similar projects for similar type and size organization.
3. Strong interpersonal, written communication, and oral presentation skills.
4. Sufficiency of staff to support and complete the project in an efficient and timely manner.
5. Ability to commence project in a timely manner.
6. Geographic availability of consultant and project staff

The *proposals* will be evaluated on the following criteria:

1. A methodology and approach that fulfills the requirements outlined.
2. A methodology and time schedule that is appropriate to the proposed activities.
3. A total project-cost which is appropriate to the proposed activities.
4. Ease of ongoing administration and maintenance of the proposed system.
5. Proof of a clear, concise writing style with logically organized text
6. Completeness, clarity of content, and economy of preparation of the proposal.



7. The quality of performance on previous contracts, especially those similar in nature to this project, based on verbal reference checks.

**B. Proposal format**

1. General

Organizations shall respond to each and every requirement contained in the "Proposal Content" section of this RFP. Responses must be in the same order in which the points appear in the RFP. The proposal must be clear, unambiguous, and capable of being understood without reference to other documentation. Failure to address a particular requirement shall be presumed to mean that the function or requirement is unavailable.

Each section should be clearly marked.

2. Inability To Meet Specifications

If an organization is unable to meet a specification set forth in this RFP, or cannot provide all materials or services set forth in the RFP, the organization, in its response, shall state:

- a. The specification,
- b. The nature and extent of the organization's non-compliance,
- c. The reasons for the non-compliance in sufficient detail to allow full evaluation,
- d. An alternative (if available) to the specification

**C. Proposal content**

1. General

The proposal should clearly state the company name, business address, and business telephone. An introductory section should present a clear statement describing the type of legal establishment of the organization, the state in which the firm is headquarter, and the state or province in which the firm is legally established. Please include a company biography detailing how long you have been in business, principals, relevant financial information, etc. The proposal should clearly state that the organizational representative has carefully reviewed the RFP and that the firm has the ability and willingness to provide all of the necessary services and materials.

The organization must clearly state that the proposal submitted presents a true offer of services and/or materials. It must be clearly stated that the proposal is not a result of any direct or indirect coordination or collusion with other firms submitting a proposal in response to this RFP.

The proposal shall be signed by a corporate official, owner or person who has been authorized to make such a commitment.

2. Project Description

A description of how the project will be conducted, including the specific tasks outlined above, any other steps the consultant feels necessary to the success of the project, a description of possible factors and methodology necessary to develop the classification and compensation plan, and a brief description of the types of written reports to be provided with a proposed format for the reports. Include a method of communication with staff members throughout the project

The Proposal should clearly state the total length of time during which the products, services, and any related prices presented in the proposal are valid and reliable (unless 'length of time' is specified in the "Specifications" section of this RFP). It is required that this time period be no less than one hundred twenty (120) days from the date the proposals are due.

### 3. References

We require a minimum of three current (within the last two years) local business/agency references from clients with similar projects the firm has completed. References must include name and location of the organizations contract person, telephone numbers, description of the project and outcomes along with cost and time estimates.

#### a. Individuals' Resumes & References

Resumes and references of all individuals who will be working on the project along with a clear description of the specific tasks each individual will be doing.

### 4. Fees

#### a. Costs Estimates:

Itemization of all costs of the project to the King County Council, including, but not limited to, a breakdown of the project manager and staff costs with estimated hours by phase, plus an itemization of other expenses.

#### b. Organizations are responsible for presenting accurate and valid price information.

The organization shall be responsible for applying accurate taxes and fees in effect on the date of proposal submission. Each tax and fee to be paid should be listed as a separate line in the proposal. The organization shall be responsible for the payment of business registration fees, permits, licenses, business and occupation taxes, and all other taxes except Washington State sales tax payable to the organization by the Council.

The organization's performance must be in conformance with all applicable laws and regulations.

5. Evaluation Criteria

<b>Evidence of previous successful experience as a consultant on similar projects for similar type and size organization with consideration given to prior experience with government/county/legislative branch. The quality of performance on previous contracts, especially those similar in nature to this project, based on verbal reference checks.</b>	<b>10 pts</b>
<b>Sufficiency of staff to support and complete the project in an efficient and timely manner.</b>	<b>25 pts.</b>
<b>Ability to commence project in a timely manner.</b>  A <b>methodology and time</b> schedule that is appropriate to the proposed activities.	<b>15 pts.</b>
A <b>methodology and approach</b> that fulfills the requirements outlined.	<b>25 pts.</b>
A <b>total project-cost</b> that is appropriate to the proposed activities.	<b>10 pts.</b>
<b>Ease of ongoing administration and maintenance of the proposed system.</b>	<b>5 pts.</b>
<b>Proof of a clear, concise writing style with logically organized text.</b>  <b>Completeness, clarity of content, and economy of preparation of the proposal.</b>	<b>10 pts.</b>
<b>Maximum proposal score</b>	<b>100 pts.</b>
<b>Total points available for interview</b>	<b>50 pts.</b>
<b>Total points possible</b>	<b>150 pts.</b>

In an award is not made based on the written evaluation alone, the County may elect to interview the top-ranked proposers. If interviews are conducted, they will have a maximum value of 50 points. Final award would then be based on the cumulative totals of the written evaluation and oral interview.

### SECTION III - NONDISCRIMINATION AND AFFIRMATIVE ACTION

If a contract is awarded from this Request for Proposal, it will contain the following contract language:

#### PART 1: NON-DISCRIMINATION

- A. King County Code Chapters 12.16, 12.17 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 proposer 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, 12.17 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.

During the performance of work performed under any Agreement resulting from this RFP, neither the consultant nor any party subcontracting under the authority of the agreement shall discriminate or engage in unfair contracting practices prohibited by K.C.C. 12.17.

- 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) 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. Further, the selected consultant shall furnish Automobile Liability coverage in compliance with Washington State Financial Responsibility Laws.

**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. Domestic Partner Benefits (*Non-Discrimination in Benefits*):**

King County's Domestic Partner Benefits (DPB) Ordinance 14823 prohibits the award of contracts valued at \$25,000.00 or more to firms that discriminate in the provision of employee benefits between employees with spouses, and employees with domestic partners. To be eligible for award, Contractors shall comply fully with the ordinance's provisions. Within five (5) days of notification of intent to award, and as a condition of the execution of a contract, the successful bidder/proposer shall provide to King County Procurement & Contract Services Section a completed DPB "Declaration" form (see last page of this document). The DPB Ordinance and Declaration Form are available online at [www.metrokc.gov/finance/procurement/forms.asp](http://www.metrokc.gov/finance/procurement/forms.asp).

### **B. 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.

### **C. 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.

#### D. 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.

#### E. Supported Employment Program

King County encourages the creation of supported employment programs for developmentally and/or severely disabled individuals. The County itself has such a program and is actively seeking to do business with those contractors and consultants which share this employment approach. If your firm has such a program, or intends to develop such a program during the life of this contract, please submit documentation supporting this claim with your bid/proposal/qualifications. If you have questions, or need additional information, please contact Ray Jensen, Community & Human Services, Developmental Disabilities Division, (206) 296-5268 or the County's Business Development and Contract Compliance Section at (206) 205-0700.

#### F. Labor Harmony Clause

The Contractor shall furnish, and shall require any and all of its subcontractors to furnish, labor that works in harmony with all other elements of labor providing in any way goods or services relating to this Contract. Without limiting the generality of the foregoing, "labor harmony" shall include the provision of labor that will not cause, cause to be threatened, engage in, or give rise to, either directly or indirectly, any disruption, slowdowns, or stoppages to the work being performed pursuant to this Contract, or any violence or harm to any persons or property.

The requirement to provide labor harmony as contained above is a material element of the Contract. Failure by the Contractor, or any of its subcontractors, to comply with this requirement shall be deemed a material breach of the Contract and shall subject the Contractor to all rights and remedies the County may have at law or under the Contract, including, without limitation, the County's right to stop the work and/or terminate the Contract. The Contractor shall be liable for all damages occasioned by a breach of this Labor Harmony Clause.

### 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 na-

ture 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 if 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 – BID PROPOSAL CHECKLIST**

- A. One (1) signed copy of entire RFP package.
- B. One (1) signed copy of any Addendum that was issued. (If it has signature box at bottom of first page, it must be returned.)
- C. One (1) unbound copy of proposal response marked "Original."
- D. Three (3) copies of proposal 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>U R G E N T – SEALED BID ENCLOSED</b>			
<b>Do Not Delay – Deliver Immediately</b>			
<b>U R G E N T</b>	 King County	King County Procurement & Contract Services Section Exchange Building, 8 <sup>th</sup> Floor 821 2nd Ave, EXC-FI-0862 Seattle, WA 98104-1598	<b>U R G E N T</b>
	Bid No.	<b>RFP 135-04RLD</b>	
	Bid Title	<b>Study of Classification &amp; Compensation System</b>	
	Due Date		
	Vendor		

# Domestic Partner Benefits Declaration Form



King County

Department of Executive Services  
Finance and Business Operations Division  
**Procurement and Contract Services Section**  
Exchange Building, EXC-ES-0862  
821 Second Avenue, 8<sup>th</sup> Floor  
206-684-1681 TTY Relay: 711

King County's Domestic Partner Benefits (DPB) Ordinance prohibits County contractors from discrimination in the provision of employee benefits between employees with spouses and employees with domestic partners. "Employee benefits" are defined as the provision of bereavement leave; disability, life and other types of insurance; family medical leave; health benefits; membership discounts; moving expenses; pension and retirement benefits; travel benefits; and other benefits given to employees, but excludes benefits to the extent that the application of the ordinance may be preempted by federal or state law.

The Domestic Partner Benefits Ordinance is available online at [www.metrokc.gov/finance/procurement/forms.asp](http://www.metrokc.gov/finance/procurement/forms.asp).

This form must be completed, signed and returned to the address listed above within five (5) business days of notification of King County's intent to award a contract.

Check all that apply:

- Makes benefits available on an equal basis to its employees with spouses and its employees with domestic partners.
- Does not make benefits available to the spouses or the domestic partners of its employees.
- Has no employees.
- Registered under the City of Seattle's "Equal Benefits Compliance" Code (SMC CH.20.45).

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**Company Name**

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**Street Address**

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**City / State / Postal Code**

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**E-mail Address**

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**Phone**

---

**Fax**

---

**Signature**

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**Authorized Representative / Title**