

11701

Attachment A.
2003-0208

REQUEST FOR PROPOSALS



King County

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

PROPOSAL NUMBER: 107-03RLD		
PROPOSAL OPENING DATE:	April 29, 2003	TIME: 2:00 P.M.
ALL PROPOSALS SHALL BE SUBMITTED TO THE PURCHASING SECTION NO LATER THAN 2:00 P.M. EXACTLY		
BUYER: Roy L. Dodman		
REQUISITION #: PP18495		

DATE ADVERTISED: April 10, 2003

TITLE: FACILITATION CONSULTANT AND RESEARCH CONSULTANT KING COUNTY COMMISSION ON GOVERNANCE – KING COUNTY COUNCIL
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Sealed proposals are hereby solicited and will be received only at the office of the King County Procurement Services Section at 821 Second Avenue, 8th Floor, Seattle, Washington, 98104 no later than 2 p.m. Tuesday, April 29, 2003, regarding two contracts: *Facilitation Consultant* and *Research Consultant* for the *King County Commission on Governance*, sponsored by 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 *six (6) copies* of the proposal response, data or attachments offered, for *seven (7) items* total. The original in shall be noted or stamped "Original".

Pre-Proposal Conference: A conference to discuss questions related to this RFP shall be held at 10:00 a.m. on Tuesday, April 22, 2003 at the address above.

Questions: After the Pre-Proposal Conference, Proposers will be required to submit any further questions in writing prior to the close of business Tuesday, April 22, 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 / *Secondary* – Cathy Betts, Buyer 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	

11701**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 ninety (90) 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 provided to all Proposers who, to the knowledge of King County staff, received the original RFP.
- 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 upon the recommendation of the Commission on Governance, 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/hourly rates 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

or
Cathy M. Betts / Buyer
(206) 263-4267
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 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. Term Service Requirement

If a contract is awarded based on this RFP, it 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 either 2, 4, or 6 month increments for a total potential contract duration of two (2) 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 King County Council, 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 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

- 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. Proposals submitted under this RFP shall be considered public documents and with limited exceptions proposals that 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) effected such words as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." The Proposer 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 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.

A. Introduction and Procurement Objective

The Metropolitan King County Council is seeking to enter into 2 contracts with consultants or consulting firms with 1) Facilitation and 2) Research and Analysis experience.

For the first contract (Contract A), King County is seeking a consultant with experience in facilitating decision-making processes involving management teams or groups of subject matter experts who may have differing perspectives, as well as experience writing reports. Also desired is familiarity with budgeting and operational management in large governmental organizations.

For the second contract (Contract B), King County is seeking a consultant with experience in research and analysis, in particular supporting management teams for large organizations. Also desired is experience with governmental budgeting and fiscal issues, organizational and operational management issues, and report writing.

Both contracts and the anticipated scopes of work are more fully described later in this document. NOTE: King County may elect to award both contracts to a single proposer, if that proposer achieves the highest ranking in both evaluations. However, individual contracts will be issued for both scopes of work.

A Proposer may submit on either Contract A or Contract B but is encouraged, alone or with a subcontractor, to submit a proposal to perform both scopes of work. If a proposer submits for both contracts, the proposer will submit one package to the County complete with 1 signed RFP document and separate proposals (3 copies each) for each scope of work. This will facilitate the review of proposals for each contract.

B. Background

Due to a severe fiscal shortfall, King County can no longer sustain all of its Current Expense (CX) general fund services at existing levels. The CX general fund accounts for about \$490 million of the county's total \$3.1 billion budget in 2003. The current fiscal crisis has required the county to reduce the CX fund budget by \$41 million in 2002, \$50 million in 2003 and will require additional reductions of approximately \$25 million in both 2004 and 2005, for a projected total shortfall of over \$141 million across four years.

In the effort to identify potential reductions to address the remaining projected two year \$50 million shortfall, the county must evaluate and prioritize the services provided in the CX general fund and consider new ways of delivering services, including possible changes to the governance structure of the county. To that end, the council adopted ordinance 14514 (copy attached) creating the King County Commission on Governance, seeking input and recommendations from a diverse group of public and private sector professionals. The legislation calls for two different and separate consultant contracts to staff the commission: 1) a Facilitation Consultant to facilitate the work of the commission, and 2) a Research Consultant to perform research and analysis in support of the commission.

C. Service Period

It is expected that for both contracts, the selected consultant will be retained by May 26, 2003.

Regarding the Facilitation Consultant contract, the successful candidate will begin work immediately and shall perform required services through the presentation of the Commission's final report to the Council's Committee of the Whole.

Regarding the Research Consultant contract, the successful candidate will begin work immediately and shall perform required services through the presentation of the Commission's final report to the Council's Committee of the Whole.

D. Scope of Work - Facilitation Consultant (Contract A)

1. **Work plan** – The Facilitation Consultant is to work with the Commission to develop an overall work plan and timeline for the Commission that is consistent with the legislation creating the Commission and to ensure that the final work product is delivered on or before March 31, 2004. The overall work plan and timeline shall be delivered to the Council chair and Council chief of staff by June 30, 2003.
2. **Facilitation** – The Facilitation Consultant is to serve as the facilitator to the Commission on an ongoing basis. The role of facilitator will include, but is not limited to, ensuring completion of the Commission's work on schedule, directing the work as requested by the Commission with research staff, working with the Commission members, as a group and individually, leading discussions to identify salient issues and working to achieve consensus among the members of the Commission on all recommendations that will be included in the final report.
3. **Administration** – The Facilitation Consultant shall serve as the administrator to the Commission. The consultant is expected to organize and schedule meetings, prepare and distribute agendas, produce minutes, and all other necessary communications for the efficient operation of the Commission.
4. **Attendance and Meeting Preparation** – The consultant shall facilitate each meeting of the Commission and be available during the entire timeline of the project. It is anticipated that the commission will meet on average twice monthly through March 2004 for a total of about 22-24 meetings. It is anticipated that the consultant will spend six to ten hours of preparation time for each meeting, including facilitation and administration duties. Additionally, it is anticipated that the length of each meeting will be approximately two hours.
5. **Written Progress Reports** – The Facilitation Consultant is to prepare written progress reports in the form of a memo to the Metropolitan King County Council at the end of each calendar quarter outlining the work of the Commission. It shall be the responsibility of the Facilitation Consultant to incorporate the work of the Research consultant into these progress reports. It is expected that the consultant would spend no more than about eight hours preparing each progress report. Progress reports shall be transmitted to the Metropolitan King County Council within two weeks of the end of each quarter.
6. **Written Final Report** – The Facilitation Consultant is to prepare a final written report containing the findings, analysis supporting the findings, conclusions, and recommendations of the commission. It shall be the responsibility of the Facilitation consultant to incorporate the work of the Research consultant into the final report. The consultant must be able to interpret analysis, identify key issues raised by the Commission, and write a clear and concise report summarizing the issues raised and recommendations proposed. A preliminary draft report shall be prepared by the consultant in the form and on a schedule as determined by the Commission. The consultant shall then prepare the final report by March 31, 2004 for review and action by the Commission. The consultant shall ensure delivery of the final report to the council by March 31????, 2004. At a minimum, the final report will articulate the Commission's recommendations, and reasons supporting their positions, on the following items:

- Whether or not the services and service areas historically funded by the County's current expense general fund should be provided to the public by King County; and
 - How the County's current expense general fund services should be provided to ensure long-term efficiency and accountability; and
 - How the County's current expense general fund services should be funded; and
 - How the County's governance structure and governance policies should be changed, if at all.
7. **Oral Presentation** – The Facilitation Consultant shall be available to participate in an oral presentation of the final report to the Committee of the Whole that is expected to occur during April or May of 2004, at a time mutually agreeable to the committee and Commission.
8. **Interaction with Research Consultant** - The Facilitation Consultant shall work collaboratively with the Commission's Research Consultant to ensure that the appropriate research and analysis addressing technical and policy questions considered by the Commission are conducted, incorporated into Commission deliberations and included in the quarterly and final reports. The Commission's Research Consultant shall assist the Facilitator with the preparation of the quarterly and final reports, but it is the responsibility of the Facilitator to complete these reports.

E. Budget (Contract A)

Proposals should include a budget for successful completion of the work, either by task at an hourly rate or for the Scope of Work as a whole. Method for billing will be negotiated.

F. Proposal Format (Contract A)

1. **General.** Proposers are discouraged from submitting lengthy proposals. Proposals should be concise and clearly written containing only essential information. Proposers are urged to use recycled/recyclable products and both sides of paper for printed and photocopied materials, whenever practical. All costs incurred in the preparation of a proposal and participation in this RFP and negotiation process shall be borne by the proposing firms. Once in the County's possession, proposals shall become property of King County and considered public documents under applicable Washington State laws.
2. **Specific Format Requirements.** Proposals submitted in response to this RFP shall be limited to a maximum of 30 pages, including the Index (if any), the specific proposal parts set forth below, and any attachments thereto. Resumes are not considered to be included in the page limit identified in this paragraph, but shall not exceed a maximum of two (2) pages.

Proposals submitted in response to this RFP shall consist of the following parts: (1) a letter of interest; (2) resume of consultant, any associates, and any sub-contractors proposed for assignment to this project; (3) a client list from 1998 to present; (4) examples of facilitation work; (5) a comparable writing sample; and (6) the proposal information enumerated below.

Proposal information shall include the following:

- A brief summary of your understanding of the outstanding issues to be considered by the Commission and how the commission might best approach its work.
- A list of the personnel to be assigned to this contract; projects completed by those same personnel, particularly demonstrating experience and knowledge in the areas of group facilitation, budgeting and operational management in large governmental organizations, administration and report writing; summaries for those projects listed; references for each such project with a contact name and phone number.

- The hourly rates for each person proposed to be assigned work under this contract, if the proposed budget is not on a project basis; the tasks to which each person will be assigned; and an estimate of the number of hours for each task identified in Section II(D) of this RFP; all expenses that the County would be charged and how they are calculated.
- A firm commitment that the assigned personnel will be available to perform their assignments, and will not be reassigned, for the duration of the contract.

G. Consultant Selection Process (Contract A)

Beginning on April 30, 2003 responses will be reviewed and ranked by the Commission or a subcommittee thereof. Proposals will be ranked using the criteria listed below.

The most weight will be given to the following criteria:

Criteria	Points
Experience facilitating expert panels, citizen boards or management teams.	20
Experience communicating complex concepts, ideas and analyses in clear, concise terms, both orally and in writing.	20
Responsiveness to the scope of work and the clarity, organization and completeness of the proposal.	20
Proposed budget.	20
Demonstrated ability and commitment to work in an integrated approach with the Commission's Research Consultant. <i>A combined response to both RFPs is encouraged.</i>	20
Knowledge and experience dealing with complex public policy issues, including fiscal, operational and organizational management issues relevant to governmental organizations, and including knowledge and experience specifically with local governments. Experience with local and State governments in Washington state should be highlighted.	20

Finalists will be required, at their expense, to be interviewed by the Commission on Governance at a date to be determined. The interview will have a value of 80 points. The final selection of the highest-ranking proposer would then be made based on the total scores of the written evaluation and oral interviews. The County shall seek to negotiate a contract with the highest-ranking proposer. If the County is not able to negotiate a contract with the highest ranked proposer, it reserves the right to cease such negotiations and enter into negotiations with the next highest ranked proposer. If the County decides to award a contract, the award will be to the proposer whose proposal, in the opinion of the Commission, best meets the requirements of the RFP and is most advantageous to the County.

H. Scope of Work - Research Consultant (Contract B)

1. **Work plan** – The Research Consultant shall work with the Commission and the Commission's Facilitation Consultant on an ongoing basis to determine what research and analysis is needed to address questions or concerns raised by the Commission.
2. **Research and Analysis** – The Research Consultant shall conduct research and analysis on a project by project basis as directed by the Commission to support their deliberations, preparation of the Commission's quarterly reports and preparation of the final report due on March 31, 2004. Research and Analysis shall be determined on a written work order basis for specific deliverables.
3. **Presenting Research and Analysis to Commission** – The Research Consultant shall orally present and interpret written work products to the Commission on an ongoing basis as deemed necessary by the Commission.

4. **Attendance** – The Research Consultant shall be able to attend each meeting of the Commission and be available during the entire timeline of the project. The Commission may not require the Research Consultant to attend each meeting depending on the agenda of any given meeting. It is anticipated that the Commission will meet on average twice monthly through March 2004 for a total of about 22 meetings. Additionally, it is anticipated that the length of each meeting will be approximately two hours.
5. **Coordination with Facilitation Consultant** – The Research Consultant shall work collaboratively with the Commission's Facilitation Consultant on an ongoing basis to ensure that the appropriate research and analysis addressing technical and policy questions considered by the Commission are conducted, incorporated into Commission deliberations and included in the Facilitation Consultant's quarterly and final reports. At a minimum, the Facilitation Consultant's final report will articulate the Commission's recommendations, and reasons for supporting its positions, on the following items:
 - Whether or not the services and service areas historically funded by the county's current expense general fund should be provided to the public by King County; and
 - How the county's current expense general fund services should be provided to ensure long-term efficiency and accountability; and
 - How the county's current expense general fund services should be funded; and
 - How the county's governance structure and governance policies should be changed, if at all.
6. **Oral Presentation to Council** – The Research Consultant shall be available to participate in an oral presentation of the final report to the Metropolitan King County Council's Committee of the Whole that is expected to occur during April or May of 2004, at a time mutually agreeable to the committee and the Commission.

I. Budget (Contract B)

A breakdown of prospective consultant compensation shall be expressed as hourly rates for each team member, expected team member involvement in the total project and all other expenses that the County would be charged and how they were calculated. Specific method for billing shall be negotiated, but shall be generally be in the form of compensation for work ordered on a written work order basis for specific deliverables at an agreed price within the budget for this contract.

J. Proposal Format (Contract B)

1. **General.** Proposers are discouraged from submitting lengthy proposals. Proposals should be concise and clearly written containing only essential information. Proposers are urged to use recycled/recyclable products and both sides of paper for printed and photocopied materials, whenever practical. All costs incurred in the preparation of a proposal and participation in this RFP and negotiation process shall be borne by the proposing firms. Once in the County's possession, proposals shall become property of King County and considered public documents under applicable Washington State laws.
2. **Specific Format Requirements.** Proposals submitted in response to this RFP shall be limited to a maximum of 30 pages, including the Index (if any), the specific proposal parts set forth below, and any attachments thereto. Resumes are not considered to be included in the page limit identified in this paragraph, but shall not exceed a maximum of two (2) pages.

Proposals shall consist of the following parts: (1) a letter of interest; (2) resume of consultant, any associates, and any sub-contractors proposed for assignment to this project; (3) a client list from

1998 to present; (4) examples of research and analytic work; (5) the proposal information enumerated below.

Proposal information shall include the following:

- A brief summary of your understanding of the outstanding issues to be considered by the commission and how the commission might best approach its work.
- A list of the personnel to be assigned to this contract; projects completed by those same personnel, particularly demonstrating experience and knowledge in the areas of budget and fiscal analysis, organizational and operational management analysis in large governmental organizations; summaries for those projects listed; references for each such project with a contact name and phone number.
- The hourly rates for each person proposed to be assigned work under this contract; the tasks to which each person will be assigned; all expenses that the County would be charged and how they are calculated.
- A firm commitment that the assigned personnel will be available to perform their assignments, and will not be reassigned for the duration of the contract.

K. Consultant Selection Process (Contract B)

Beginning on April 30, 2003 responses will be reviewed and ranked by the commission or a subcommittee thereof. Proposals will be ranked using the criteria listed below.

The most weight will be given to the following criteria:

Criteria	Points
Experience communicating complex concepts, ideas and analyses in clear, concise terms, both orally and in writing.	20
Responsiveness to the scope of work and the clarity, organization and completeness of the proposal.	20
Knowledge and experience conducting complex public policy research and analysis, including budgetary, fiscal, operational and organizational management issues relevant to governmental organizations, and including knowledge and experience specifically with local governments. Experience with local and State governments in Washington state should be highlighted.	20
Proposed budget.	20
Demonstrated ability and commitment to work in an integrated approach with the Commission's Facilitation Consultant described earlier in this RFP. <i>Please note that a combined response to both RFPs is encouraged.</i>	20
Knowledge and experience with program evaluation techniques.	10

If a selection is not made based on the written evaluations alone, King County may elect to conduct interviews with the top ranked proposers at a date to be determined. If interviews are conducted, they will have a value of 60 points. The final selection of the highest-ranking proposer would then be made based on the final total scores of the written evaluation and oral interviews.

L. Award and Contract Terms (Contracts A and B).

At the completion of the selection process, the County shall seek to negotiate contracts with the selected proposer(s). The County anticipates that these agreements will be executed using the County's most current boilerplate contract iteration, a copy of which will be provided to the selected proposer/proposers. If the County is not able to negotiate a contract with the selected proposer/proposers, it reserves the right to cease such negotiations and enter into negotiations with the next highest ranked proposer for

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either contract. If the County decides to award contracts, the awards will be to the proposer whose proposal, in the opinion of the Commission, best meets the requirements of the each contract outlined in this RFP and is most advantageous to the County. The County reserves the right to cancel this RFP or postpone the date and time for submitting proposals. Nothing herein shall be construed as an obligation on the part of the County to award a contract.

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 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 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) 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, if automobile travel is required of the contract, the selected consultant shall furnish Automobile Liability with a limit of \$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 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 or 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 were issued. (If it has signature box at bottom of first page, it must be returned also.)
- C. One (1) unbound copy of proposal response *for each contract proposed*, marked "Original."
- D. Six (6) copies of the proposal response *for each contract proposed*.
- 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.

	Urgent-Sealed Bid Enclosed Do not Delay - Deliver Immediately
Bid Number:	<input type="text" value="RFP 107-03RLD"/>
Bid Title:	<input type="text" value="Facilitation Consultant & Research Consultant"/>
Opening Date:	<input type="text"/>
Firm Name:	<input type="text"/>
King County Procurement and Contract Services Section	Exchange Building, 8th Floor
Finance & Business Operations Div.	821 Second Avenue
MS: EXC-ES-0862	Seattle, WA 98104-1598