

12102

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



REQUEST FOR PROPOSAL

DATE ADVERTISED: September 23, 2004

RFP Title: http://www.metrokc.gov/finance/procurement/rfp_rfq_itb/new_consult.as

Requesting Dept./ Div.: King County Council

RFP Number: 141-04CMB

Due Date: October 21, 2004 -- no later than 2:00 P.M.

Buyer: Cathy M. Betts, cathy.betts@metrokc.gov, (206) 263-4267

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

King County Procurement Services Section
Exchange Building, 8th 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, 8th Floor, Seattle, Washington, 98104 no later than 2 p.m. on the date noted above regarding *North Highline Governance Study 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 questions in writing prior to the close of business Friday, October 1, 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* – Cathy Betts, Buyer cathy.betts@metrokc.gov / *Secondary* – Roy L. Dodman, Senior Buyer roy.dodman@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 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 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 Council.
- 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:

Cathy M. Betts / Buyer
(206) 263-4267
cathy.betts@metrokc.gov

or Roy L. Dodman / Senior Buyer
(206) 263-4266
roy.dodman@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 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.

Part 1 - Proposed Work

The North Highline area is one of ten large urban unincorporated areas in King County. The state Growth Management Act envisions that these areas are to be annexed or incorporated into cities by 2012. This vision is supported by the King County Countywide Planning policies, the King County Comprehensive plan and the cities' comprehensive plans. None of the cities has formally identified the North Highline area for potential annexation. The cities of Seattle and Burien, however, are conducting or have conducted studies to determine the fiscal impacts of annexing the area.

An alternative to annexation for the North Highline area is incorporation as a new city. The Council and the North Highline community are interested in studying the feasibility of incorporation. The North Highline Unincorporated Area Council (a locally-elected and county-funded group of residents) and other members of the community have established the "North Highline Governance Study Group". The purpose of the Study Group is to represent the North Highline community in issues related to annexation and incorporation.

The County Council has set aside funding to hire a consultant to conduct an incorporation study for the North Highline area. The Council is seeking proposals in response to the scope of work contained herein. The consultant selected shall conduct the study and prepare a written report. The consultant and the Study Group will present the report and findings to the Council.

The Council intends that the consultant work closely with the Study Group in refining the scope of work, if necessary, and in conducting the study. The Council will designate a staff person to serve in an advisory capacity to the Study Group and the consultant. Proposers are invited to suggest changes in the scope of work and the work plan in their proposals.

Part 2 - Contract Term

The term of the contract shall be approximately four (4) months, but will be finalized during any negotiations resulting from the RFP.

Part 3 - Project Funding

The project will be supported by King County Council funds and will, therefore, be subject to all applicable State of Washington and King County guidelines and regulations.

Part 4 - Contract Payment Schedule

Payment for contractual work entered into as a result of this RFP will be made as follows or as negotiated in the contract:

The Consultant shall submit a monthly detailed invoice to the Office Manager for the Council. The invoice shall include the hourly rate, hours worked by date and task performed. Upon approval by the Council's Office Manager, King County shall provide payment upon monthly submittal of the invoices. Ten percent (10%) of total contract amount (and of payment for the portion completed each month) shall be withheld until completion and acceptance of work by the Council. In the event of termination of the contract, payment (minus 10% retained) shall be made only for the time charges and expenses incurred through the day of termination.

Part 5 - Scope of Work

The purpose of the Study is to provide the North Highline Unincorporated Area Study Group, the citizens of North Highline, and the Council with information pertinent to making an informed decision on the question of

incorporation of this area. Following completion of the Study, the Governance Study Group will hold a public meeting and will report back to the Council along with the consultant on the incorporation study.

A. Fiscal Analysis (Operating Budget)

A substantial proportion of the Study's analysis shall focus on the fiscal feasibility of incorporation for the North Highline area. In conducting this fiscal analysis, the Consultant shall complete revenue and cost-of-service estimates for the proposed city.

1. Time Period

A fiscal analysis shall be completed for the year of incorporation, the first full year of operation following incorporation, and a future year selected to represent the "steady state" operation of the city. The Consultant shall work with the Study Group to determine the year appropriate for "steady state" projections. The Consultant shall recommend one or more future years for choice as the "steady state" year.

2. Revenues

Revenues for the proposed city shall be projected for a baseline case that assumes that the newly incorporated city will levy property taxes in an amount equal to the rates currently levied. The Study shall also include projections for potential additional sources of revenue such as utility taxes, local B&O taxes, and higher property tax levies. In addition, the Study shall take into account revenue impacts of business growth, new business establishment, new construction, and projects such as the HOPE VI renovation of Park Lake Homes. Assumptions concerning tax rates, factors affecting revenue growth, and specific revenue sources shall be reviewed, clarified and finalized by the Study Group in consultation with the Consultant and these assumptions shall be clearly defined in the written report. The Study shall also consider the impact on revenues of the Streamlined Sales & Use Tax legislation under consideration by the State Legislature.

3. Service Costs

The Consultant shall consult with the Study Group to reach agreement on service provision assumptions for purposes of preparing expenditure projections for the year of incorporation, the first full year of operation following incorporation, and the selected "steady state" year. The Consultant shall recommend working assumptions to the Study Group for service levels and modes of delivery based on current levels of service, a review of practices in comparable established cities, and a review of experiences in newly incorporated cities. Assumptions regarding levels of service and modes of delivery shall be clearly defined in the written report.

The Study shall include expenditure projections in the steady state year for a variety of service levels and modes of delivery. The Study shall consider and make recommendations on service delivery assumptions that include alternatives such as the newly incorporated city providing services directly and the city contracting for services with the County or with other taxing jurisdictions such as sewer, library, and fire districts.

Cost projections in all budgets should include provisions for meeting pertinent requirements of the Growth Management Act (GMA), including preparation of required comprehensive plans and implementing regulations, meeting affordable housing obligations, and addressing any other GMA requirements with cost impacts.

It is understood that the city council elected by any future city may or may not choose to provide services in the same manner or at the same levels as assumed for purposes of the Study.

4. Interim Financing

Projections shall include interim financing required to cover expenditures prior to receipt of revenues as a new city. Operating budgets should include one or more options for repayment of the interim-financing loan.

5. Conclusions and Recommendations

The Consultant shall compare expenditures to revenues for the year of incorporation, for the first full year of operation following incorporation, and for one or more service delivery options in the selected "steady state" year. The Study shall present conclusions regarding the viability of incorporation from a fiscal standpoint and based on a variety of assumptions. The Study may include recommendations on service levels and modes of delivery, possible revenues and financing mechanisms, and the impacts of such on the typical taxpayer. Following review of the results, the Study Group may have some additional questions in regards to the Study and request that the Consultant perform additional analysis and make whatever adjustments to the assumptions concerning revenues or service levels.

B. Capital Improvements Funding Analysis

As a separate element of the Study, the Consultant shall prepare a capital improvements program and funding analysis of it for the proposed new city. The purpose of this element is to suggest the general funding level required for capital improvements. The analysis shall distinguish between those capital improvements necessary for fulfilling the new responsibilities of the city versus those that are discretionary. The Consultant shall work with the Study Group in determining what types of projects are included in the capital improvements program. The Study shall also make a general assessment of the capability of the proposed new city to fund a reasonable capital improvements program, propose revenue sources for funding it, and offer recommendations based on the analysis and the past experience of the Consultant.

1. Data Collection

The Consultant shall review past and current King County expenditures and future plans for funding for capital improvements within the proposed incorporation area, including a review of revenue sources supporting these capital improvements. This list of capital improvements shall be included in the Study. The Study shall identify which of those capital improvements will become the responsibility of the newly incorporated city and which will remain within the County's regional responsibilities.

In addition, in developing the newly incorporated city's capital improvements program, the Consultant shall review capital improvement expenditures and funding sources in two or more comparable cities. Comparable cities should be similar in size and character to the proposed new city, or data may be adjusted to compensate for differences. The Consultant may also choose to make adjustments for unusual circumstances in any specific time period within any particular capital improvements program, if the Consultant feels that the resulting financial figures would otherwise be misleading.

The Consultant shall collect information from the County and the comparable cities on actual expenditures over at least the last five years and on capital improvements programs for at least the next six years, assuming availability of information.

It is understood that the city council elected by any future city may or may not choose to undertake capital improvements in the same manner or at the same levels as assumed for purposes of the Study.

2. Conclusions and Recommendations

The Consultant shall make a general assessment of the capability of the proposed new city to fund a reasonable capital improvements program and propose revenue sources for funding it. The Study may

include recommendations regarding possible financing mechanisms such as LTGO bond issues, voter-approved bond issues, grants, or loan sources and the impacts of such financing on the typical taxpayer. The Study shall also note any special staffing or other additional resources required to make the city reasonably competitive in obtaining such funding. Any such resources shall be included in the operating budget feasibility analysis where appropriate. Recommendations for funding of specific projects or programs are beyond the scope of this Study.

Part 6 - Tasks for Completion of Work Plan

The following tasks are defined as leading to completion of the work plan:

A. Work Plan

The Consultant shall refine the overall work plan for the Study and present it as a draft document at a meeting with the Study Group. The Study Group and Consultant will review the work plan and assumptions for revenue and cost projections, as well as the Study time schedule and Study Group meeting dates. The Study Group and the Consultant will finalize the work plan and assumptions in consultation with staff from the King County Council who will act in an advisory capacity to the Study Group.

As the Study progresses, notification of any significant deviations from the previously agreed upon work plan must be submitted in writing and will require prior approval from the Study Group and staff of the King County Council. As they occur, any problems shall be brought to the attention of the King County Council staff advising the Study Group.

B. Data Collection

King County staff for the geographical areas proposed for incorporation can compile the following information:

- Last tax year total, taxable, and exempt assessed value figures for the originally proposed incorporation area (King County Department of Assessments)
- Business license revenues (General Services Division of the King County Department of Executive Administration)
- Cost of contract police services (King County Department of Public Safety)
- Jail service expense estimates (King County Department of Adult Detention)
- Road and traffic maintenance costs (Roads Division of the King County Transportation Department)
- Surface water management revenues and expenditures (Surface Water Management Division of the King County Department of Natural Resources)
- Developments permit activity (Administrative Services Division of the King County Department of Development and Environmental Services)
- Parks and recreation services (King County Department of Parks and Cultural Resources)
- Health needs (Seattle-King County Department of Public Health)

C. Meetings required for the Studies

The Consultant shall anticipate attending six (6) meetings with the Study Group. The Consultant shall present a draft of the final report to the Study Group at a meeting and shall allow time for written comments from the Study Group and King County Council staff before producing the final report. Once the Study Group has adopted the final report, the Study Group will hold a public meeting at which the Consultant will present the results of the report. In addition, the Study Group and the Consultant will present the report to the King County Council.

D. Time Schedule

The anticipated time schedule for completion of the incorporation study is March 31, 2005. The schedule is for planning purposes only and allows considerable flexibility.

The Study Group may revise the schedule in the future if deemed warranted by circumstances unforeseen at this time.

E. Final Report

The Study delivered by the Consultant in accordance with the finalized schedule shall be in a form adequate for publication. The Study shall be sectioned and shall include an executive summary, a table of contents, and list(s) of maps and tables. The Consultant shall provide 20 copies of the Study to the Study Group and 20 copies to the King County Council. In addition, the Consultant shall provide a single-sided master of the report fully ready for use in two-sided reproduction of additional copies and an electronic version of the report to the Clerk of the King County Council and to the Study Group.

No data, reports or other information ensuing from the research undertaken as a result of this evaluation may be copyrighted or restricted in any way that limits its use by King County.

Part 7 - Proposal Format

Consultant proposals should be as brief as possible while meeting the requirements spelled out in this RFP.

To permit effective comparisons of competing proposals, the following format shall be followed:

A. Table of Contents

B. Technical Proposal

1. Objectives:

State as succinctly as possible your own understanding of the objectives of the Study.

2. Data Sources and Methodology:

The preliminary methodology and design to be employed in the Study should be explained as follows:

a. Describe the general approach to the work.

b. Identify data sources and explain selected methodology for projecting various revenues and costs. Discussion of data sources and methodology should be complete for all Study aspects.

3. Work Plan/Time Schedule/Budget:

Illustrate your time schedule for completion of the Study. Indicate the total number of weeks you would utilize for Study preparation, and show how you would allocate this time to the various tasks involved. Allow for reasonable holiday interruptions in the work schedule.

The proposal should include estimated hours of work by each project team member for each task or phase of the Study and hourly rates for each project team member, as well as the time schedule for completion of the work. The proposer should clearly demonstrate ability to meet the time schedule.

Include a cost not to exceed budget. In addition to personnel with numbers of hours and hourly rates, include additional expenses.

4. Study Group Program

Describe the role you envision for the Study Group and the King County Council, and outline the program you propose for the Study Group.

- a. Generally describe how you propose to present your work to and obtain direction from the Study Group and the King County Council. State how you would address the various interests and concerns of the different participants in the Study Group process.
- b. State the number of Study Group meetings you would propose during Study preparation. Indicate the specific points in the Study process where you would schedule meetings, and indicate generally where these meetings would fall on the calendar.
- c. Describe briefly what you would propose to accomplish at each of the Study Group meetings called for in your program.

5. List of Information Needs from King County

Include a preliminary list of information compilations required from King County in order to accomplish the Study.

6. Additional Information and Comments:

Include any information you believe to be pertinent that is not specifically asked for elsewhere. If the bidder has previously produced similar reports, sample copies may be submitted with this proposal.

Part 8 - Proposer Capability

A. Business Organization:

State the full name and address of your organization, and, if applicable, the branch office or other subordinate element, which will perform or assist in performing the contract work. Indicate whether you operate as an individual, partnership or corporation, and include the state in which you are incorporated. Include the name, title, address and telephone number of your technical contact, i.e., the person in your organization who is primarily responsible for this proposal and to whom technical questions may be addressed.

B. Authorized Negotiators:

Include the names, titles, addresses and telephone numbers of personnel in your organization authorized to negotiate the proposed contract.

- C. The name and address of the bidder, the name, title, address and the telephone number of your Technical Contact and the name, title, address and telephone number of your Authorized Negotiator must appear on the cover sheet of each volume.
- D. Project Team:
This program requires that the Consultant give concerted effort to this project. Include the number of executive and professional personnel by skill and qualification that will be employed in this work. Show the inclusive period each individual will devote to the work and total number of person-hours each individual will be devoting to performing work under this contract. Identify key individuals by name and position. Their resumes should be included as an appendix to this volume. If new employees will be hired for this evaluation, include a job description and required qualifications.
- E. Prior Experience:
Include a brief statement concerning the recent experience of persons from your firm who will be actively engaged in the proposed effort. Do not include general corporate experience unless persons who will work on this program participated in that experience as indicated in their resumes.
- F. References:
List three (3) to five (5) references for your firm or project team. For purposes of this list, select persons for whom you performed work similar or pertinent to the Study described in this RFP. Briefly describe each project, and compare the project teams with the team proposed for the Study outlined in this RFP. Include a name, title, address, and phone number for the appropriate contact person in each case.

References will be checked for all proposers invited to participate in the optional interview phase of the evaluation process. One or more of the references listed in your proposal will be checked. Reference checks will not necessarily be limited to the projects and persons listed in your proposal. Reference checks may be conducted with other persons or entities known to have used your services in the past, including King County and affiliated public agencies.

Part 9 - PROPOSAL EVALUATION CRITERIA

A. Written Proposals

All proposals received will be evaluated by a selection committee made up of members from the Study Group and Council staff. The selection committee will then forward the top three candidates, ranked in order of preference, to the Council Office Manager, for finalization and adoption of a contract by the King County Council. In evaluating proposals, the selection committee will use the following weighted criteria:

1. QUALIFICATIONS AND EXPERIENCE (35 points)

Project team and individual team member experience and expertise relevant to preparation of the study described in the RFP, including experience in municipal finance and transitional government. Team composition appropriate to the project, including clear team management, team coverage of all required disciplines, and team balance corresponding to range and level of tasks. Demonstrated ability to work effectively as a team.

2. METHODOLOGY (30 points)

Logic and effectiveness of approaches to data collection and analysis. Relevance and accuracy of methodologies for estimating revenues and expenditures of newly incorporated cities, both initially and over time. Recognition of problem areas and presentation of strategies for minimizing inaccuracies.

3. INTERACTION WITH STUDY GROUP (10 points)

Plan for working with the Study Group. Proposed program and schedule for obtaining direction from and reporting to the Study Group, including specific points in the process for meetings with the Study Group.

4. PRESENTATION (15 points)

Organization and clarity of proposal.

5. ALLOCATION OF RESOURCES (10 points)

Allocation of time, personnel and funds. (NOTE: Total cost will be evaluated not only in comparison to quotations in competing proposals, but also in relation to the scope and depth of the work and product to be delivered for the proposed cost. The County is not obligated to select the low bidder.)

The final selection of Consultant may be based on evaluation of the written proposals, without proceeding to the optional interview. If the County finalizes its selection based on evaluation of the written proposals alone, the total possible score for the evaluation process would be 100 points, allocated as outlined above.

B. Interviews and Reference Checks (Optional)

The top rated proposers may be required to participate in interviews before a group consisting of Study Group members and County staff members. If this two-step process is deemed necessary, references will be checked for all proposers invited to interview.

1. Interviews

The Study Group members and County staff members may decide to interview two or more proposers. The oral interview weight will be 50 points, with interview evaluation criteria to be established by the Study group.

2. References

As explained earlier in this RFP, one or more references will be checked for each proposer, and references will not necessarily be limited to those listed in the written proposals.

Contacts will be asked for information on the past performance of the firm, the proposed project team, or individual team members, as appropriate to the case. Comments will be solicited concerning adherence to schedule and budget, interpersonal skills and willingness to take direction, availability and response to contacts, clarity and content of oral presentations, and innovation and usefulness of recommendations. References may be questioned concerning additional areas of interest to the Committee.

References will be given a weight of 15 points, with points allocated at the discretion of the Committee.

3. Total Score

In the event the two-step evaluation process is deemed necessary, the final selection will be made based upon the combined scores for the written proposal (100 points possible), interview (50 points possible), and reference check (15 points possible). The total possible score for the two-step evaluation process is 165.

Part 10 – Proposed Schedule (Subject to change)

RFP Released September 23, 2004
Written Questions Due..... October 1, 2004
Addendum Issued if Needed October 7, 2004
RFP closes, no later than 2 p.m. October 21, 2004
Evaluation process October 25-November 11, 2004
Consultant Selected..... November 12, 2004
Motion to approve contract/Contract Signed December 6, 2004

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 that refers workers or employees or provides or supervises training programs from whom the Consultant obtains employees.
 4. Equal Partner Benefits Declaration Form.
- 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.

