

# REQUEST FOR PROPOSAL



King County

Department of Executive Services  
 Finance and Business Operations Division  
 Procurement and Contract Services Section  
 206-263-9400 TTY Relay: 711

DATE ADVERTISED: **April 17, 2008**

RFP Title: **King County Green Schools Program**

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Requesting Dept./ Div.: **King County Department of Natural Resources & Parks – Solid Waste Division**

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RFP Number: **1110-08-CMB**

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Due Date: **May 15, 2008 – no later than 2:00 P.M.**

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Buyer: Cathy M. Betts, [cathy.betts@kingcounty.gov](mailto:cathy.betts@kingcounty.gov), (206) 263-9291

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Pre-Proposal Conference:

A conference to discuss questions related to this RFP shall be held at **10:00 a.m. on Monday, April 28, 2008**, in conference room 310 (Bidding Room) on the 3rd Floor of The Chinook Building, 401 Fifth Avenue, Seattle, WA 98104.

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

**King County Procurement Services Section  
 The Chinook Building, 3<sup>rd</sup> Floor  
 401 Fifth Avenue  
 Seattle, WA 98104-2333**

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 (Please Print Name and Title)	
E-mail	Phone	Fax
Prime Proposer SCS Certification number (if applicable - see Section II, <a href="#">Part 6</a> of this RFP)		
Sub-Consultants SCS Certification numbers (if applicable)		
Office Use Only: NUM 3 CD-ROM 1 CON FED N TERM/YR Y/3-1		

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.

If you received or downloaded this document in .pdf format, a MS Word copy may be obtained by contacting the buyer listed above. This MS Word document will be transmitted by e-mail.

Sealed proposals are hereby solicited and will be received only at the office of the King County Procurement Services Section at 401 Fifth Avenue, 3<sup>rd</sup> Floor, Seattle, Washington, 98104 no later than 2 p.m. on the date noted above regarding the *King County Green Schools Program* for the *King County Department of Natural Resources & Parks – Solid Waste Division*. 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". In addition, provide *one (1) CD-ROM*, with either *one (1) pdf version* of the proposal, *one (1) Microsoft Word version* of the proposal (2000-2005 edition), or both.

Pre-Proposal Conference: A conference to discuss questions related to this RFP shall be held at 10:00 a.m. on Monday, April 28, 2008, in Conference Room 310 (Bidding Room), 3rd Floor of The Chinook Building, 401 Fifth Avenue, Seattle, WA 98104. See link for driving instructions.

<http://metrokc.gov/procurement/contact/findus.aspx>.

Questions: After the Pre-Proposal Conference, Proposers will be required to submit any further questions in writing prior to the close of business Wednesday, April 30, 2008 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 M. Betts, Buyer [cathy.betts@kingcounty.gov](mailto:cathy.betts@kingcounty.gov) / *Secondary* – Roy L. Dodman, Senior Buyer [roy.dodman@kingcounty.gov](mailto:roy.dodman@kingcounty.gov). Questions may also be sent via 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 Department of Natural Resources & Parks 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. This RFP may also be used, as appropriate and allowed, by other governmental agencies and political sub-divisions within the State of Washington.
- 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 original RFP as issued by King County, 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' staffs are prohibited from speaking with potential Proposers about the during the solicitation.

Please direct all questions to:

Cathy M. Betts / Buyer

(206) 263-9291

[cathy.betts@kingcounty.gov](mailto:cathy.betts@kingcounty.gov)

or

Roy L. Dodman / Senior Buyer

(206) 263-9293

[roy.dodman@kingcounty.gov](mailto:roy.dodman@kingcounty.gov)

NOTE: Documents and other information are available in alternate formats for individuals with disabilities upon advance request by calling the Procurement Receptionist at 206-263-9400 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 206-263-9400.
- 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 one (1) year increments for two (2) additional one-year periods for a total contract duration of three (3) years, in accordance with the County's best interest and at the sole option of the County. Prices shall remain firm for the duration of the contract period. Reasonable price changes based on market conditions and price/cost analysis *may* be requested, if such escalations are based on changes in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers ("CPI-U") for the Seattle-Tacoma-Bremerton Statistical Metropolitan Area for the preceding calendar year. You may obtain information about the CPI-U in general and the Seattle area in particular by visiting the United States Bureau of Labor Statistics web site at <http://www.bls.gov/cpi/>. In the event the

CPI-U (or a successor or substitute index) is no longer published, a reliable government or other non-partisan index of inflation selected by the County shall be used to calculate any adjusted amounts. Requests for any such changes are to be made in writing to the Department of Natural Resources & Parks 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/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* register with the County via the Procurement website. To register, access "Contact Us" on the left side of the screen, then "Vendor Registration". As this point you will need to submit complete information regarding your company and primary contact, as well as additional information you feel is relevant. 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 Records Act (RCW 42.56) 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. King County may request an electronic copy of your proposal response at a later time for this purpose. This copy may be requested in MS Word format, and delivered either by e-mail or directly delivered on CD.

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. During the solicitation process, King County strongly discourages the transmittal of Company information, brochures, and other promotional materials, other than address, contact and e-mail information, prior to the due date of proposals. Any pre-packaged material received by a potential proposer prior to the receipt of proposals shall not be reviewed by the County.
- W. Bid Identification Label: Please see the Bid Identification Label on the last page of Section II.

## **SECTION II - PROJECT SPECIFICATIONS AND SCOPE OF WORK**

### **PART 1 - GENERAL INFORMATION**

#### **A. Purpose of RFP**

The purpose of this RFP is to identify a qualified consultant or team of consultants (the consultant) to assist the King County Solid Waste Division (SWD) to provide technical assistance to King County schools and school districts through the King County Green Schools Program.

Proposals are requested from a consulting firm or firms qualified to provide technical assistance in resource conservation, including waste reduction and recycling, to schools and school districts as they seek to improve solid waste reduction, recycling and other conservation practices.

The consultant will propose to the scope of services as written.

#### **B. Background**

The 550 schools in King County generate an estimated eight percent of the total non-residential solid waste disposed in King County. The vast majority of that solid waste is comprised of materials targeted by the SWD, including paper, organic waste (food waste and landscape waste), electronics and mercury.

Most schools lack the expertise, time and resources to independently improve their waste reduction and recycling programs and implement other resource conservation efforts. Schools need information, referrals, hands-on assistance and recognition to initiate and sustain changes in their use of resources.

The King County Green Schools Program is designed to provide schools and school districts with assistance and guidance to make significant improvements in waste generation and disposal, management of hazardous materials, environmental purchasing, green building, energy and water consumption, transportation choices, littering habits and environmental education.

The program was initiated as a pilot in the fall of 2002 with three individual schools as participants. After the pilot concluded in the summer of 2003, it was determined that the program was effective in helping schools to set and achieve waste reduction/recycling and other conservation goals. Starting in the fall of 2003, school districts and individual schools were invited to participate in the program.

Since September 2003, the Green Schools Program has worked with more than 200 schools -- including 29 individual school participants (20 public schools and nine private schools) and seven of King County's 18 school districts (Auburn, Federal Way, Issaquah, Lake Washington, Northshore, Tahoma and Vashon) which total 174 schools.

Starting in September 2008, it is anticipated that two or more large King County school districts (each totaling 30 or more schools) will begin to participate in the program. In addition, assistance will continue to one small school district with ten schools and to 18 individual schools that have been participating in the program. Additional individual schools may request assistance. The program typically works with each participant over a period of two years.

Starting in September 2008, the program will change from being a "goal-based program" (in which each participant sets its own goals and meets them) to a "criteria-based" program (in which each participant must meet criteria established by the Green Schools Program in order to be recognized as a "King County Green School" or a "King County Green School District"). For more information, please refer to the program summary below.

#### **C. Program Summary**

##### **1. Program mission and structure**

Program vision: Schools and school districts that participate in the King County Green Schools Program practice resource conservation and engage their students and staff in environmental stewardship.

Program mission: To provide King County schools (K-12, public and private) with tools and support needed to

- Initiate and expand waste reduction and recycling practices and other conservation strategies.
- Operate environmentally efficient and responsible facilities.
- Involve the whole school community (teachers, students, custodians, administrators, etc.) in environmental stewardship and as a model for the larger community.

Program structure: The revised program will have two levels. Each level has a set of criteria that the participant must meet in order to receive recognition as a “King County Green School, Level One” and “King County Green School District, Level One”, or “King County Green School, Level Two” and “King County Green School District, Level Two.”

In Level One, participating schools and districts, with hands-on help from the Green Schools Program, will make improvements in the Waste Reduction and Recycling category. Waste reduction and recycling improvements can include composting food waste either on-site or collected for off-site composting. In addition, secondary school Level One participants receive assistance from the Local Hazardous Waste Management Program in King County to assess hazardous waste management practices and consider safer alternatives.

In Level Two, participants will select one or more of the following categories and meet the criteria in each category that is selected.

- Energy conservation
- Environmental education
- Environmental purchasing
- Green building
- Litter reduction
- Transportation
- Water conservation

Schools and districts that do not or cannot meet the criteria are still eligible for assistance.

## 2. Summary of Consultant’s Work

With oversight from the King County program manager, the consultant will:

- a. Provide on-site consultations, information, referrals and hands-on assistance.
- b. Purchase or recommend purchase of materials/equipment needed by schools to accomplish their goals.
- c. Coordinate with other King County school programs.
- d. Obtain data from participating schools and school districts to evaluate the effectiveness of the changes made, and teach schools to track this data.
- e. Provide monthly progress reports to the King County program manager regarding work conducted with each school or school district, and "cc" the county program manager on e-mails exchanged with schools and school districts.
- f. Assist with research and other tasks related to assistance, promotion and recognition as requested by the King County program manager.
- g. Evaluate effectiveness of program elements and recommend improvements for the following school year.

## **PART 2 – SCOPE OF SERVICES and CONSULTANT QUALIFICATIONS**

### **A. SCOPE OF SERVICES**

#### **Task 1 – Green Schools Program Assistance**

The task goals are to assist each participating school or school district to:

1. Assess its environmental footprint.
2. Make improvements and meet criteria in each program level.
3. Measure and track results of its conservation efforts.
4. Promote successes within the school, school district and community.

One main contact person from the consultant team will serve as the main liaison from the Green Schools Program to each participating school or school district. That Green Schools Program consultant will:

- a. Work with the school or district on waste reduction and recycling improvements (required for each participant). This includes assisting the school or district to: 1) understand how waste reduction and recycling can decrease their garbage volumes and reduce disposal costs; 2) understand what percentage of their solid waste could be recycled by adding new materials to their recycling program, improving promotion, etc.; and 3) make the changes necessary to decrease the volume of solid waste that is generated and disposed, and to increase recycling.
- b. Coordinate and track all other green activities, even if additional expertise is brought in from other agencies for specific assistance in one of the other eight categories listed above.
- c. Help schools and school districts to evaluate the effectiveness of their conservation efforts.
- d. Use the evaluation data to recognize schools and school districts that meet the program criteria.
- e. Promote the school or school district's successes internally within the school institution through PTSA newsletters, student newspapers, its web site and other means suggested by the school/school district and/or by the King County program manager.

Specifically, the consultant assigned to each school or school district will:

- a. Conduct an initial on-site "waste walk-through" to assess current garbage and recycling volumes, recycling rate, and solid waste management practices.
- b. Prepare a report noting current practices and recommending improvements.
- c. Meet with the principal, custodian and/or others at the school involved with solid waste management and recycling to review the recommendations and to determine what changes will be made by whom and by what date.
- d. Provide follow-up assistance, including distributing recycling containers and signs, promoting the recycling program, planning collection logistics and handling other program improvements.
- e. Collect data from schools and school districts to evaluate the effectiveness of their conservation practices, and to determine whether or not the participant has met the program criteria.
- f. Teach schools to obtain and track this data.
- g. Using this data, prepare reports and/or articles summarizing the school or school district's accomplishments for King County's use and for placement in school newsletters, newspapers and web sites.

**Task 2 – Purchase Equipment and Materials**

The task goals are to:

1. Determine what, if any, equipment or materials (containers, signage, etc.) are needed by the school or school district to meet the Green Schools Program criteria.
2. Help to secure these items for the school customer.

The consultant assigned to each school or school district will:

- a. Assess equipment or material needs of each school customer.
- b. With approval from the King County program manager, purchase or recommend the purchase of equipment or materials.
- c. Ensure that the items purchased by King County are received, set up and properly utilized by the school/school district.

**Task 3 – Program Evaluation**

The task goals are to:

1. Evaluate the effectiveness of the assistance provided through the program.
2. Recommend program changes for the following school year.

The consultant will:

1. Analyze data and reports from the consultant team, and review evaluation surveys from participating schools and district.
2. Prepare a report summarizing strengths and weaknesses of the program, and recommending program changes for the following school year.

**Task 4 – Research, Public Relations, Coordination with King County School Programs, Other Tasks**

The task goals are to:

1. Provide the King County program manager with assistance in a variety of tasks (including but not limited to research, public relations and graphic design), as needed and requested by the program manager.
2. Coordinate with King County's other staff and consultants involved in educational services and other forms of technical assistance in King County schools.

As requested by the King County program manager, the consultant will:

- a. Develop written materials for program assistance, promotion and recruitment.
- b. Develop case studies and fact sheets about strategies schools can use to improve conservation practices.
- c. Make presentations, telephone calls, etc. regarding the program.
- d. Attend meetings organized by the King County program manager for the contract team (usually three times per year) and meetings of the entire King County school program (including those staff and consultants providing educational services and technical assistance, as scheduled) and use telephone or email as needed to coordinate program deliveries and to keep members of both teams informed about the status of assistance to schools.
- e. Handle other tasks as determined by the King County program manager.

**Task 5 – Contract Management**

The task goals are to:

1. Manage the contract so that all task goals are met and contract terms and conditions are satisfied.

2. Manage the contract within the given budget and schedule.
3. Ensure that the King County program manager is thoroughly informed in a timely manner about the status of assistance provided to each school/district as well as the status of other tasks.

The consultant will:

- a. Ensure that all task goals are reached by thorough planning and tracking.
- b. Ensure that the contract goals are met within the contract budget and schedule.
- c. Submit timely and complete monthly progress reports to the King County program manager.

## **B. Time of Performance**

The contract term will be from September 1, 2008 through August 31, 2009. As noted in Section I, Item Q, the contract period may be extended in one (1) year increments for two (2) additional one-year periods in accordance with the County's best interest and at the sole option of the County.

## **C. Budget**

The total budget for this one year contract is expected to be \$140,000. Of the total contract budget, approximately \$20,000 will be used for the purchase of recycling containers, signs, and other materials needed by schools.

## **D. Consultant Qualifications**

King County Recycling and Environmental Services (RES) Section desires a consultant team with experience and expertise in:

1. Providing technical assistance and services to schools.
2. Delivering excellent and consistent customer service, with great attention to detail and follow-up.
3. Solid waste management and recycling.
4. The non-Waste Reduction and Recycling categories of the Green Schools Program, including Energy Conservation, Environmental Education, Environmental Purchasing, Green Building, Litter Reduction, Transportation, and Water Conservation. In-depth knowledge and experience in these areas is not necessary. If a participating school requires expert technical assistance in these areas, the Green Schools Program partners with other King County programs and/or refers the school to other agencies. However, the consultant team should have basic knowledge or understanding of the conservation practices in each of these areas.
5. Communicating and coordinating effectively with multiple parties and interests to complete a project, and, in particular, leading a team within an institution to set goals, take action, monitor activities and measure changes.
6. Operating small to medium sized in-vessel composting systems and providing technical assistance to schools in the set up and use of such systems.
7. Developing and implementing an evaluation strategy to determine program effectiveness.

The team should have strong experience working with a range of personalities. The selected consultant group must be team players, willing and able to be flexible in working with a variety of schools and with the King County program manager as the revised program structure and criteria are implemented. The selected consultant group must be able to coordinate with other King County school program staff, consultants, departments, volunteers and others who are involved in the same or similar programs.

Flexible work schedules are critical given that some on-site school assistance may need to be provided in the early morning or late afternoon.

Experience in graphic design and program promotion is desirable.

## PART 3 – CONTRACT FUND AVAILABILITY AND PROPOSAL DETAILS/FORMAT

### A. Contract Fund Availability

The King County Council has approved the 2008 budget of \$130,000 for the King County Green Schools Program. An additional \$10,000 will be available for this contract from other 2008 Solid Waste Division funds. The amount and availability of funds for any subsequent year is dependent on approval of the annual budget by the King County Council.

### B. Proposal Format

Limit the responding proposal to 10 pages of text (five double-sided pages) printed on recycled chlorine-free paper in 11-point font or larger. Cover letter, table of contents, organizational charts, resumes, proposed budget and other appendices are not included in the 10-page limit. It is preferred that the proposal is **not** bound and has **no hard or plastic covers**. Binder clips are acceptable. Assemble the proposal in the following order.

1. This RFP document and any Addenda issued, signed as appropriate.

2. Cover Letter

This letter shall be no longer than one single-sided page and shall include a contact name with telephone number and e-mail address.

3. Table of Contents

All pages shall be numbered, including resumes and appendices, and listed in a table of contents. Cover letter, table of contents, resumes, proposed budget and other appendices are not included in the 10-page limit.

4. Description of Proposed Project Team and Management Approach

Describe the structure of your proposed project team. Include an organizational chart and list the principal officers of the prime consultant and any sub-consultants, the project manager and task leaders. Provide project team resumes as well as one or two paragraphs on each team member that describes responsibilities and experience in terms of their benefit to this project. (If relevant, describe any previous experience of the prime contractor and sub-contractor working together. Include the name of the client, whether the proposer was the prime or the sub-contractor, the total fee, contract dates, and client contact and current telephone number.) Limit each resume to one page and list professional experience in chronological order with dates included. Include the same information for any proposed sub-contractors.

Describe how you will manage the contract to ensure that the work is performed effectively, on time, and within budget. Include the methods you plan to use to ensure that:

a. Excellent customer service, including effective and appropriate assistance, is provided to schools and school districts.

b. Data is obtained from each school and school district in order to effectively evaluate the school's accomplishments and the program's effectiveness.

c. Each school participant understands the program criteria and takes action to meet the criteria.

5. Description of Related Experience

Describe two or three project(s) that your consultant group has undertaken to assist schools to assess current environmental practices, make substantive improvements and evaluate or measure the changes. For each project include the following:

a. Name of client, name of project manager, current telephone number, start date and completion date, and total project budget. List the personnel in your company that were included on the team, their title and description of the work they did, and whether they were prime consultants or sub-contractors.

- b. A brief description of the project, its objectives, and the strategies used to reach goals.
- c. If applicable, include a sample of relevant materials developed by the personnel that are proposed to work on *this* contract. Label these materials with project title, client name, and team member who did the work.
- d. Describe how the assistance was evaluated to determine its effectiveness in meeting the project objectives. List goals achieved and lessons learned. Describe exactly how the results were measured.
- e. Letters of recommendation from schools you have assisted may be included in the appendix of your proposal.

#### 6. Approach to the Scope of Work

In this section provide your vision or plan for an effective assistance program to meet the goals of the King County Green Schools Program. Include the following:

- a. Your vision of the program and your proposal for task 1.
- b. Specify how you would work with each school or district to help them meet program criteria.
- c. The methods you would use, including obtaining support from other agencies, to achieve an effective program with limited funds.

#### 7. Availability

Demonstrate availability of project staff throughout the school year to provide consistent, continual assistance to participating schools and school districts. RFP respondents will demonstrate this by listing other projects that the proposed team will be working on and how much time the other projects will require on a monthly basis, and then by specifying how much time each month would be dedicated by each proposed project member to this contract. Please note any anticipated absences of more than one week for the consultant or consultant team.

#### 8. Budget

Provide a detailed cost estimate showing the number of hours for each task and hourly rates (plus overhead and profit, if not using fully loaded billing rates) for each team member per task, costs for materials/equipment for schools, and other direct costs. Clearly indicate what tasks or portions of tasks each team member will work on with their respective hours.

### **PART 4 – CONSULTANT SELECTION PROCESS**

#### **A. General Approach**

Proposals will be rated according to the criteria below. If this results in a short list of highest-ranked firms, those firms may be asked to provide additional information in an oral interview. The selected firm will be the highest ranked firm based on the combined total of the written evaluation criteria and interview, if conducted. King County reserves the right to award no contract under this RFP, and to reduce or increase the dollar amounts allocated to each task.

#### **B. Selection Panel**

The selection panel will include members of the Solid Waste Division and other individuals at the discretion of the Division. The panel will rate the applicants and recommend selection for the Solid Waste Division Director's approval based on the ratings from the written proposals, work samples/references, and if conducted, any interviews.

**C. Selection Schedule** – some dates are approximate and subject to change.

RFP Issued .....	4/17/08
Pre-Proposal Meeting 10:00 a.m. ....	4/28/08
Written Questions Due.....	4/30/08
Addendum Issued if Needed.....	5/2/08
Proposals Due, no later than 2:00 p.m. ....	5/15/08
Evaluation Period Begins .....	5/16/08
Select & Notify Short List .....	Week of 6/2/08
Interviews (optional).....	Week of 6/9/08
Final Selection .....	Week of 6/16/08
Contract negotiated.....	6/23/08 through 8/1/08
Final contract signed.....	By August 29, 2008
Begin work .....	9/2/08

**D. Evaluation Criteria**

**Written Proposals** – Each proposal will be evaluated and given a score based on the quality and thoroughness of response to each of the following areas.

**1. Qualifications and Relevant Experience.....30 points total**

Resumes and references of the proposed team, including sub-consultants, will be evaluated here. The SWD may elect to check references for all proposers or for only short-listed proposers. The SWD may also choose not to check references for any proposers, or may contact other references known to the SWD but not listed in the proposals.

- **10 points** – Demonstrated knowledge of waste reduction and recycling, sustainability and other types of conservation activities in which schools can become engaged.
- **10 points** – Demonstrated experience related to successful school assistance strategies in the areas of waste reduction and recycling, in-vessel (on-site) food waste composting, energy and water conservation, hazardous waste management, litter reduction, environmental education, transportation, green building and environmental purchasing.
- **10 points** – Demonstrated experience working with schools and school districts, and, within each institution, working with a variety of stakeholders such as custodians, maintenance supervisors, teachers, student groups, superintendents, parents and others in the school community. Demonstrated success in connecting with adults and children who have a variety of interests, skills and abilities, and engaging their interests to effect change.

**2. Approach to Scope of Work..... 25 points total**

- **5 points** – Demonstrated understanding of program goals and how program components are integrated.
- **10 points** – Demonstrated understanding of elements involved in providing effective assistance to schools, ability to build on the current program’s successes, and knowledge of school systems.
- **5 points** – Inclusion of measurements for success or effectiveness. Evaluation strategies match audience type and program goals, are feasible, practical, and seek to measure changes in behavior and awareness.
- **5 points** – Creativity in proposing new elements or strategies.

**3. Organization, Management Approach and Availability ..... 15 points total**

- **5 points** – Completeness of the proposal in response to the RFP and demonstrated understanding of the client/agency relationship.
- **5 points** - Composition of the team, the skills of each team member and appropriateness of the team related to the scope of work. The team will have experience working together and be organized to ensure efficient and effective delivery of work products.
- **5 points** – Availability of the team members to accomplish the tasks.

**4. Proposed Budget and Pricing Structure..... 20 points total**

Proposals will be rated on the clarity and completeness of their pricing structure, and upon fees and value provided to King County relative to other proposals and similar work done for King County. Consultant charges and invoicing policies must follow King County guidelines.

**5. Small Contractors and Suppliers (SCS) Certification..... 10 points total**

See Part 6 below

**Total Possible Points from Written Proposal..... 100 points total**

**Oral Interviews (if requested) ..... 40 points total**

If an award is not made based on the written evaluations alone, interviews may be conducted with the top-rated companies. If conducted, they will be scored on the following criteria.

- a. Knowledge and expertise with regard to assisting schools..... **15 points**
- b. General presentation ..... **15 points**
- c. Creative approach ..... **10 points**

Final award would then be based on the total accumulative points from the written evaluations and oral interview scores.

**PART 5 – CONTRACT TERMS / PRICING AND RATES**

**A. General**

The profit rate for Solid Waste Division RES contracts shall not exceed 10%. The same profit rate applies to the consultant and each sub-consultant.

1. Labor rate adjustments are limited to once a year. Should the contract be extended, labor rates may be adjusted effective one calendar year from the original date of contract execution.
2. Labor rate adjustments are limited to the percentage difference in the Consumer Price Index (CPI) for the local Seattle-Bremerton-Tacoma area, based on All Urban Consumers for the first six months of the current year versus the first six months of the previous year, plus no more than 2%. Exceptions may be granted in rare instances.
3. All consultants and sub-consultants have the option of using the direct salary and overhead pricing (Item B below) versus labor category pricing (Item C below). Small firms (usually defined as fewer than 15 employees) have the additional option of using individual billing rate pricing, as described in Item D below.

**B. Direct Salary and Overhead Pricing**

1. Allowable overhead shall be established at the beginning of the contract. The overhead rate shall not change for the duration of the contract and any extensions thereto. Overhead rates are subject to negotiation and audit.
2. Individual salary information shall be provided at the beginning of the contract, or whenever a new employee is added to the contract. Salary data are subject to audit and review throughout the contract duration.

3. Consultant and sub-consultant shall invoice labor based on individual salaries plus overhead (cost) plus profit (percent of cost) method.

### **C. Labor Category Pricing**

1. Categories shall be developed based on minimum qualifications and responsibilities for each category level. Category rates used in the contract shall approximate the average salaries of individuals within each classification, plus overhead and profit.
2. Overhead shall be negotiated at the beginning of the contract, unless the consultant or sub-consultant has an established overhead rate under an existing Solid Waste Division contract. In such cases, the established overhead rate shall apply.
3. Salary information for each person who may work on the contract, along with the overhead rate and profit, may be requested to initially establish category rates or to audit established category rates.
4. The same labor category rates shall apply to all Solid Waste Division contracts held by the firm.
5. Employees may be granted a raise to a higher category January 1<sup>st</sup> of each year subject to prior approval by King County. Consultant staff moved between categories shall be assigned work appropriate to that category.

### **D. Individual Billing Rates**

1. The Individual Billing Rates method is appropriate for small firms with no accounting system in place which identifies direct and indirect costs separately. A firm's approved billing rates for the year will be used that year for all new Solid Waste Division contracts and all amendments, whether the firm is prime or sub-consultant.
2. Individual billing rates are negotiated based on market analysis. The firm shall provide information as requested on the qualifications, experience, and salary of the firm's employees to assist in conducting a market analysis of proposed billing rates.

### **E. Markup**

King County Solid Waste Division policy states that Consultants shall not markup sub-consultant costs and Other Direct Costs (ODCs).

## **PART 6 - KING COUNTY CONTRACTING OPPORTUNITIES PROGRAM**

The purpose of the King County Contracting Opportunities Program is to maximize the participation of Small Contractors and Suppliers (SCS) through the use of rating points in the award of King County competitively bid contracts for the acquisition of technical services. The program is open to all firms that are certified as an SCS by King County's Business Development and Contract Compliance Office.

A "Small Contractor or Supplier" (SCS) means that a business and the person or persons who own and control it are in a financial condition, which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Program is set at fifty percent (50%) of the Federal Small Business Administration (SBA) small business size standards using the North American Industrial Classification System (NAICS), and an Owners' Personal Net Worth less than \$750K dollars.

A "Certified Firm" means a business that has applied for participation in King County's Contracting Opportunities Program, and has been certified as an SCS by the King County Business Development and Contract Compliance (BDCC) office. Information about becoming a Certified Firm, as well as a list of Certified Firms, may be obtained by visiting the King County's Contracting Opportunities Program Website address: <http://bdcc.metrokc.gov/bred/Lists/SCS%20Certified%20Contractors/Public%20View1.htm> or contacting the BDCC office at (206) 205-3443.

In the evaluation of proposals, ten points will be allotted for SCS participation. King County will count only the participation of SCSs that are certified by King County at the date and time of proposal submittal. After tabulation of the selection criteria points of all prime submitters, ten (10) points shall be added to the score of all proposals that meet at least one of the two following sub-criterion:

1. If the Prime submitter who is an SCS firm and includes the SCS certification number on page one of this submittal is eligible to receive the maximum points for this criterion.
2. If the Prime submitter is not an SCS but will use SCSs for at least 5% of the total contract labor hours in the work to be performed in this contract, and who complete the following table and include it in their proposal submission:

SCS Certification Number	Sub-Consultant Name	Contact Name / Phone	Work to be performed	Percentage of Total Hours

SCS participation shall be counted only for SCSs performing a commercially useful function according to custom and practice in the industry. A commercially useful function is defined as a specific scope of work for which the SCS has the management and technical expertise to perform using its own workforce and resources.

#### **PART 7 - INSURANCE**

The selected Consultants shall furnish, at a minimum, Commercial General Liability, to include Products and Completed Operations, in the amount of \$1,000,000 combined single limit; \$2,000,000 aggregate. In addition, Statutory Minimum of Auto Liability evidence, along with evidence of Workers' Compensation and Stop-Gap Employer's Liability for a limit of \$1,000,000 shall be provided.

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

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

#### **PART 8 - REQUIRED FORMS**

The following completed forms will be required from the **selected consultant**, 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
- F. Equal Benefits Compliance Declaration Form

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 206-263-9291 or Roy L. Dodman at 206-263-9293, or by sending an e-mailed request to [cathy.betts@kingcounty.gov](mailto:cathy.betts@kingcounty.gov) or [roy.dodman@kingcounty.gov](mailto:roy.dodman@kingcounty.gov)

**PART 9 - BID PROPOSAL CHECKLIST**

- A. One (1) signed copy of entire RFP package.
- B. One (1) signed copy of any Addendum that was issued. (If it has signature box at bottom of first page, it must be returned.)
- C. One (1) unbound copy of proposal response marked "Original."
- D. Three (3) copies of proposal response.
- E. One (1) CD-ROM, with either one (1) pdf version of the proposal, one (1) Microsoft Word version of the proposals (2000-2005 edition), or both.
- F. Complete the Bid Identification Label below (or reasonable facsimile) and attach it to a prominent place on the exterior of the submission envelope, box, etc.

<b>URGENT – SEALED BID ENCLOSED</b> <b>Do Not Delay – Deliver Immediately</b>			
<b>URGENT</b>	 <b>King County</b>	King County Procurement & Contract Services Section Chinook Bldg, 3 <sup>rd</sup> Floor, 401 Fifth Avenue CNK-ES-0340 Seattle, WA 98104-2333	<b>URGENT</b>
	<b>Bid No.</b>	<b>RFP 1110-08-RLD</b>	
	<b>Bid Title</b>	<b>King County Green Schools Program</b>	
	<b>Due Date</b>		
	<b>Vendor</b>		

**EXHIBIT A – SAMPLE CONTRACT**

The following Sample Contract for Technical Services is provided to inform proposers of the expected terms and conditions required by the County. This contract represents the contractual language approved by various representative agencies and departments within the County. Based on this approval, the County does not encourage deviations from the terms and conditions contained in the contract. Requests for changes or modifications could create delays in the contracting process with the selected contractor, and may result in the cancellation of negotiations with the top-ranked proposer.

This contract is being provided for informational purposes only, and does not need to be returned to the County with the RFP or proposal.

**Exhibit A – Sample Contract for  
Technical Services - 2008**



**King County**

Department of Executive Services  
Finance and Business Operations Division  
**Procurement and Contract Services**  
Section  
206-263-9400 TTY Relay: 711

<b>Contract No.:</b>	_____	<b>Department:</b>	_____
<b>Federal Taxpayer I.D.:</b>	_____	<b>Consultant:</b>	_____
<b>Amount: \$</b>	_____	<b>Fund Source:</b>	_____
<b>Duration:</b>	_____	<b>To:</b>	_____
<b>Services Provided:</b>	_____		

**THIS CONTRACT** is entered into by **KING COUNTY** (the "County"), and \_\_\_\_\_ (the "Consultant"), whose address is \_\_\_\_\_ The County is undertaking certain activities related to \_\_\_\_\_, and

the County desires to engage the Consultant to render certain services in connection with such undertakings of the County,

**NOW, THEREFORE**, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and do mutually agree as follows:

**I. CONTRACT DOCUMENT**

The Consultant shall provide services and comply with the requirements set forth herein. The Contract shall consist of the following documents and attached exhibits, each of which are made a part hereof by this reference in the following order of precedence:

1. Contract Amendments executed pursuant to Section XIX herein.
2. Contract for Technical Services, which includes:
  - Scope of Services ..... Attached hereto as Exhibit A
  - Consultant Disclosure Form (K.C.C. 3.04) ..... Attached hereto as Exhibit B
  - Equal Benefits Compliance Declaration ..... Attached hereto as Exhibit C
  - Personnel Inventory Report (K.C.C. 12.16) ..... Attached hereto as Exhibit D
  - Affidavit of Compliance (K.C.C. 12.16) ..... Attached hereto as Exhibit E
  - 504/ADA Disability Assurance of Compliance/Sec. 504 ..... Attached hereto as Exhibit F
  - Statement of Compliance (K.C.C 12.16) ..... Attached hereto as Exhibit G
  - Certificate(s) of Insurance and Policy Endorsement ..... Attached hereto as Exhibit H
  - W9 Form (if required) ..... Attached hereto as Exhibit I
  - List of Subcontractors and/or Suppliers (if applicable) ..... Attached hereto as Exhibit J
  - Final Affidavit of Amount(s) Paid (if applicable) ..... Attached hereto as Exhibit K
3. Request for Proposal (and any addenda)
  - \_\_\_\_\_ ..... Attached hereto as Exhibit \_\_\_\_\_
4. Consultant's Proposal
  - \_\_\_\_\_ ..... Attached hereto as Exhibit \_\_\_\_\_

II. DURATION OF CONTRACT

This Contract shall commence on the \_\_\_\_\_ day of \_\_\_\_\_, 2008, and shall terminate on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, unless extended or terminated earlier, pursuant to the terms and conditions of the Contract.

III. COMPENSATION AND METHOD OF PAYMENT

B. The County shall reimburse the Consultant for satisfactory completion of the services and requirements specified in this Contract in an amount not to exceed \$ \_\_\_\_\_, payable in the following manner:

\_\_\_\_\_

C. The Consultant shall submit its final invoice and such other documents as are required pursuant to this Contract within ten (10) calendar days of completion of the Scope of Services. Unless waived by the County in writing failure by the Consultant to submit the final invoice and required documents will relieve the County from any and all liability for payment to the Consultant for the amount set forth in such invoice or any subsequent invoice.

D. If the Consultant fails to comply with any terms or conditions of this Contract or to provide in any manner the work or services agreed to herein, the County may withhold any payment due the Consultant until the County is satisfied that corrective action, as specified by the County, has been completed. This right is in addition to and not in lieu of the County's right to terminate this Contract as provided in Section IV below.

IV. TERMINATION

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.

#### V. MAINTENANCE OF RECORDS

- A. The Consultant shall maintain, and shall require any subconsultant to maintain, accounts and records, including personnel, property, financial, and programmatic records and such other records as may be deemed necessary by the County to ensure proper accounting for all contract 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 subconsultant, 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.
- D. The Consultant agrees to cooperate with the County or its designee in the evaluation of the 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 \$500,000.00 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 to or greater than \$500,000.00. 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.

#### VI. 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, Subsections A, B, C, and D.

#### VII. 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 Sub-consultant or between Sub-consultants 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.

#### VIII. HOLD HARMLESS AND INDEMNIFICATION

- A. In providing services under this Contract, the Consultant is an independent consultant, and neither the Consultant nor its officers, agents or employees are employees 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 by or on behalf of the Consultant, its employees and/or others by reason of this Contract. The Consultant shall protect, indemnify, defend and save harmless the County and 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/or (2) the supplying to the Consultant of work, services, materials, and/or supplies by Consultant employees or other suppliers in connection with or in support of the performance of this Contract.
- B. The Consultant further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act and/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 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, fees (including attorney fees), claims, actions, lawsuits, judgments, awards of damages or liability of any kind, arising out of or in any way resulting from the negligent acts or omissions of the Consultant, its officers, employees, sub-consultants of any tier and/or agents. The Consultant agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, sub-consultants of any tier or agents.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this paragraph C, 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, and/or otherwise results in an unfair trade practice.

- D. For purposes of paragraphs A and C above, 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.
- E. In the event the County incurs attorney fees and/or costs in the defense of claims within the scope of paragraph A and C above, such attorney fees and costs shall be recoverable from the Consultant. In addition King County shall be entitled to recover from the Consultant its attorney fees, and costs incurred to enforce the provisions of this section.
- F. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Contract.
- G. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this agreement.

## IX. INSURANCE REQUIREMENTS

- A. By the date of execution of this Contract, the Consultant shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property, including products-completed operations which may arise from, or in connection with, the performance of work hereunder by the Consultant, its agents, representative, employees, and/or sub-consultants. The Consultant or sub-consultant shall pay the cost of such insurance. The Consultant may furnish separate certificates of insurance and policy endorsements from each sub-consultant as evidence of compliance with the insurance requirements of this Contract.

For All Coverages:

Each insurance policy shall be written on an "occurrence" form; excepting that insurance for professional liability, errors and omissions when required, may be acceptable on a "claims made" form.

If coverage is approved and purchased on a "claims made" basis, the Consultant warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date of completion of the work which is the subject of this Contract.

By requiring such minimum insurance coverage, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Consultant under this Contract. The

Consultant shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

**B. Minimum Scope Of Insurance**

Coverage shall be at least as broad as:

1. General Liability:

Insurance Services Office form number (CG 00 01 current edition) covering COMMERCIAL GENERAL LIABILITY including Products and Completed Operations.

2. Professional Liability:

Professional Liability, Errors and Omissions coverage. In the event that services delivered pursuant to this Contract either directly or indirectly involve or require professional services, Professional Liability, Errors and Omissions coverage shall be provided.

3. Automobile Liability:

Insurance Services Office form number (CA 00 01 current edition) covering BUSINESS AUTO COVERAGE, symbol 1 "any auto"; or the combination of symbols 2, 8, and 9.

4. Workers' Compensation:

Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington.

5. Employers Liability or "Stop-Gap":

The protection provided by the Workers Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the General Liability policy.

**C. Minimum Limits of Insurance**

The Consultant shall maintain limits no less than,

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit.
2. Professional Liability, Errors and Omissions: \$ N/A Per Claim and in the Aggregate
3. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
4. Workers' Compensation: Statutory requirements of the State of residency, and
5. Employers' Liability or "Stop Gap" coverage: \$1,000,000

D. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Consultant's liability to the County and shall be the sole responsibility of the Consultant.

E. Other Insurance Provisions

The insurance coverage(s) required in this Contract are to contain, or be endorsed to contain the following provisions:

1. All Liability Policies except Workers Compensation and Professional Liability:

- a. The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Consultant in connection with this Contract.
- b. The Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees or agents shall not contribute with the Consultant's insurance or benefit the Consultant in any way.
- c. The Consultant's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

2. All Policies:

- a. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) calendar days prior written notice, has been given to the County.

F. Acceptability of Insurers

Unless otherwise accepted by the County:

Insurance coverage is to be placed with insurers with a Bests' rating of no less than A: VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.

Professional Liability, Errors and Omissions insurance coverage may be placed with insurers with a Bests' rating of B+:VII. Any exception must be approved by the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Consultant shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

G. Verification of Coverage

The Consultant shall furnish the County with certificates of insurance and endorsements required by this Contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on forms approved by the County and are to be received and approved by the County prior to the commencement of activities associated with the Contract. The County reserves the rights to require complete, certified copies of all required insurance policies at any time.

If Professional Liability coverage is required under this contract, the Certificate of Insurance provided by the Consultant shall specifically state that the activities required under Contract

# (TBD) are included under this policy.

H. Sub-consultants

The Consultant shall include all sub-consultants as insureds under its policies, or shall require separate certificates of insurance and policy endorsements from each sub-consultant. Insurance coverages provided by sub-consultants as evidence of compliance with the minimum insurance requirements of this Contract shall be subject to all of the requirements stated herein.

X. CONFLICT OF INTEREST, NONCOMPETITIVE PRACTICES AND DISCLOSURE

A. Conflict of Interest

By entering into this Contract to perform work, the Consultant represents that it has no interest and shall not acquire any interest that conflicts in any manner or degree with the work required to be performed under this Contract. The Consultant shall not employ any person or agent having any conflict of interest. IN the event that the Consultant or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such conflict to the County. The County shall require that the Consultant take immediate action to eliminate the conflict up to and including termination for default.

B. Contingent Fees and Gratuities

By entering into this Contract to perform Work, the Consultant represents that:

1. No person except as designated by Consultant has been employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid.
2. No gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Consultant or any of its agents, employees or representatives, to any official, member or employee of the County or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.
3. Any person having an existing Contract with the County or seeking to obtain a Contract who willfully attempts to secure preferential treatment in his or her dealings with the County by offering any valuable consideration, thing or promise, in any form to any County official or employee shall have his or her current Contracts with the County canceled and shall not be able to enter into any other Contracts with King County for a period of two (2) years.

C. Disclosure of Current and Former County Employees; Disclosure of Interests under KCC 3.04.120

To avoid any actual or potential conflict of interest or unethical conduct:

1. County employees or former County employees are prohibited from assisting with the preparation of proposals or contracting with, influencing, advocating, advising or consulting with a third party, including Consultant, while employed by the County or within one (1) year after leaving County employment if he/she participated in determining the Work to be done or processes to be followed while a County employee.
2. Consultant shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of Work if awarded the Contract. Failure to identify current or former County employees involved in this transaction may result in the County's termination of this Contract.

3. After Contract award, the Consultant is responsible for notifying the County of current or former County employees who may become involved in the Contract at any time during the term of the Contract.
4. If the Consultant is providing professional or technical services to the county costing in excess of \$2,500.00, then pursuant to K.C.C. 3.04.120, which is incorporated herein by this reference, the Consultant shall file both with the County Executive and the King County Board of Ethics a sworn disclosure statement. The Contractor further agrees to comply with all provisions set out in K.C.C. 3.04.120.

#### XI. NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

- A. Nondiscrimination in Employment and Provision of Services. During the performance of this contract, neither the Consultant nor any party subconsulting under the authority of this Contract shall discriminate or tolerate harassment on the basis of race, color, sex, religion, national origin, marital status, creed, 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. King County Code ("KCC") Chapter 12.16, 12.17 and 12.18 are incorporated herein by reference, and such requirements shall apply to this Contract.
- B. Equal Benefits to Employees with Domestic Partners. Pursuant to Ordinance 14823, King County's "Equal Benefits" (EB) ordinance, and related administrative rules adopted by the County Executive, as a condition of award of a contract valued at \$25,000 or more, the Consultant agrees that it shall not discriminate in the provision of employee benefits between employees with spouses, and employees with domestic partners during the performance of this Contract. Failure to comply with this provision shall be considered a material breach of this Contract, and may subject the Consultant to administrative sanctions and remedies for breach.  
When the contract is valued at \$25,000 or more, the Consultant shall complete a Worksheet and Declaration form for County review and acceptance prior to Contract execution. The EB Compliance forms, Ordinance 14823 (which is codified at KCC Chapter 12.19), and related administrative rules are incorporated herein by reference. They are also available online at: <http://www.metrokc.gov/procurement/services/eb.aspx>
- C. Nondiscrimination in Subconsulting Practices. 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 subconsultant and suppliers, the Consultant shall not discriminate against any person on the basis of race, color, religion, sex, age, national origin, creed, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.
- D. Compliance with Laws and Regulations. The Consultant shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination. These laws include, but are not limited to, RCW Chapter 49.60, Titles VI and VII of the Civil Rights Act of 1964, the American with Disabilities Act and the Restoration Act of 1987. The Contractor shall further comply fully with any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents.
- E. Small Contractors and Suppliers and Minority and Women Business Enterprises Opportunities. King County encourages the Consultant to utilize small businesses, including Small Contractors and Suppliers (SCS), as defined below, and minority-owned and women-owned business enterprises in County contracts. The County encourages the Consultant to use the following

voluntary practices to promote open competitive opportunities for small businesses, including SCS firms and minority-owned and women-owned business enterprises:

1. Inquire about King County's Contracting Opportunities Program. King County has established a Contracting Opportunities Program to maximize the participation of Small Contractors and Suppliers (SCS) in the award of King County contracts. The Program is open to all SCS firms certified by the King County Business Development and Contract Compliance Office (BDCC). As determined by BDCC and identified in the solicitation documents issued by the County, the Program will apply to specific contracts. However, for those contracts not subject to the Program or for which the Consultant elected not to participate in the Program during the solicitation stage, the Consultant is still encouraged to voluntarily inquire about available firms. Program materials, including application forms and a directory of certified SCS firms, are available at the following Web-site address:  
[http://bdcc.metrokc.gov/bred/Lists/SCS Certified Contractors/Public View1.htm](http://bdcc.metrokc.gov/bred/Lists/SCS%20Certified%20Contractors/Public%20View1.htm). Telephone 206-205-0700, TTY: Relay 711, for more information

The term "Small Contractors and Suppliers" (SCS) means that a business and the person or persons who own and control it are in a financial condition which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Program is set at fifty percent (50%) of the Federal Small Business Administration (SBA) small business size standards using the North American Industry Classification System and Owners' Personal Net Worth less than \$750K dollars.

2. Contact the Washington State Office of Minority and Women's Business Enterprises (OMWBE) to obtain a list of certified minority-owned and women-owned business enterprises by visiting their website at <http://www.omwbe.wa.gov/> or by telephone 360-704-1181.
3. Use 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 SCS firms and minority-owned and business-owned enterprises.

F. Equal Employment Opportunity. The Consultant will implement and carry out the obligations in its Affidavit and Certificate of Compliance regarding equal employment opportunity, and all other requirements as set forth in the Affidavit and Certificate of Compliance.

G. Record-Keeping Requirements and Site Visits. The Consultant shall maintain, for at least 6 years after completion of all work under this Contract, the following:

1. Records of employment, employment advertisements, application forms, and other pertinent data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Contract; and
2. Records, including written quotes, bids, estimates or proposals submitted to the Consultant by all businesses seeking to participate on this Contract, and any other information necessary to document the actual use of and payments to subconsultant and suppliers in this Contract, including employment records.

The County may visit, at any time, the site of the work and the Consultant's office to review the foregoing records. The Consultant shall provide every assistance requested by the County during such visits. In all other respects, the Consultant shall make the foregoing records available to the County for inspection and copying upon request. If this Contract involves federal funds, the

Consultant shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the Contract.

- H. 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, withholding payment and any other sanctions provided for by contract and by applicable law.

## XII. REQUIRED SUBMITTALS

- A. **Required Submittals Upon Completion of Work.** Upon completion of work and as a condition precedent to final payment, the Contractor shall submit a Final Affidavit of Amounts Paid to King County Business Development and Contract Compliance Section. Identify amounts actually paid, and any amounts owed, to each subcontractor and/or supplier (if applicable) for performance under this Contract. Failure to submit such affidavits may result in withholding of payments or the final payment. The Contractor may contact the King County Business Development and Contract Compliance section for assistance with the requirements of this subsection at 206-205-0700. TTY: Relay 711.

Other assistance is available by contacting the King County Procurement and Contract Services Section at the address below:

Procurement and Contract Services Section  
M/S CNK-ES-0320  
401 – Fifth Avenue, 3<sup>rd</sup> Floor  
Seattle, WA 98104  
Phone: 206-263-9400 TTY: Relay 711

## XIII. COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED AND THE AMERICAN WITH DISABILITIES ACT OF 1990

The Consultant has completed a Disability 504/ADA Self-Evaluation Questionnaire for all programs and services offered by the Consultant (including any services not subject to this Contract); and has evaluated 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 (“ADA”). The Consultant has completed a 504/ADA Disability Assurance of Compliance and it is attached as an exhibit to this Contract and is incorporated herein by reference.

## XIV. PATENTS, COPYRIGHTS AND RIGHTS IN DATA

Any nonderivative patentable result or materials suitable for copyright arising out of this Contract shall be owned and retained by the County. The County in its sole discretion shall determine whether it is in the public's interest to release or make available any patent or copyright.

The Consultant agrees that the ownership of any plans, drawing, designs, Scope of Work, reports, operating manuals, calculations, notes and other work submitted or which is specified to be delivered under this Contract, whether or not complete (referred to in this subsection as "Subject Data") shall be vested in the County.

All such Subject Data furnished by the Consultant pursuant to this Contract, other than documents exclusively for internal use by the County, shall carry such notations on the front cover or a title page, (or in such case of maps, in the name block), as may be requested by the County. The Consultant shall also place its endorsement on all Consultant-furnished Subject Data. All such identification details shall be subject to approval by the County prior to printing.

The Consultant shall ensure that the substance of foregoing subsections is included in each subcontract for the Work under this Contract.

XV. ENVIRONMENTAL PURCHASING POLICY

In accordance with King County Code 10.16, Consultants are required to use recycled and recyclable products, and both sides of paper sheets for printed and photocopied materials, whenever practicable, in fulfilling contractual obligations to the County.

XVI. ENTIRE CONTRACT/WAIVER OF DEFAULT

The parties agree that this Contract is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Contract. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such through written approval by the County, which shall be attached to the original Contract.

XVII. PUBLIC DISCLOSURE OF CONTRACTS

This Contract shall be considered a public document and will be available for inspection and copying by the public in accordance with the Public Records Act, Chapter 42.56 RCW (the "Act").

If the Consultant considers any portion of any record provided to King County under this Contract, whether in electronic or hard copy form, to be protected under law, the Consultant shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the Act. If the County determines that the material is subject to disclosure, the County will notify the Consultant of the request and allow the Consultant ten (10) business days to take whatever action it deems necessary to protect its interests. If the Consultant fails or neglects to take such action within said period, the County will release the portions of record(s) deemed by the County to be subject to disclosure. King County shall not be liable to the Consultant for inadvertently releasing records pursuant to a disclosure request not clearly identified by the Consultant as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET."

XVIII. NOTICES

Whenever this Contract provides for notice to be provided by one party to another such notice shall be in writing.

Any time within which a party must take some action shall be computed from the date that the notice is received by said party. Notice shall be provided to:

KING COUNTY:

[Redacted]

Department/Agency Name  
(Type or print)

[Redacted]

Address Line 1 (Type or print)

[Redacted]

City, State, Zip Code (Pls. type or print)

( ) [Redacted]

Telephone Number (Type or print)

( ) [Redacted]

FAX Number (Type or print)

CONSULTANT:

[Redacted]

Consultant Name  
(Type or print)

[Redacted]

Address Line 1 (Type or print)

[Redacted]

City, State, Zip Code  
(Pls. type or print)

( ) [Redacted]

Telephone Number  
(Type or print)

( ) [Redacted]

FAX Number (Type or print)

XIX. CONTRACT AMENDMENTS

Either party may request changes to this contract. Proposed changes, which are mutually agreed upon, shall be incorporated by written amendments to this contract.

XX. APPLICABLE LAW AND FORUM

This Contract shall be governed by and construed according to the laws of the State of Washington, including, but not limited to, the Uniform Commercial Code, Title 62A RCW. Any claim or suit concerning this Contract may only be filed and prosecuted in either the King County Superior Court or U.S. District for the Western District of Washington, in Seattle.

KING COUNTY:

FOR

\_\_\_\_\_  
Signature - King County Executive

\_\_\_\_\_  
Date (Type or print)

CONSULTANT:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Type or print)

\_\_\_\_\_  
Title (Type or print)

\_\_\_\_\_  
Date (Type or print)

Approved as to Form:  
OFFICE OF THE KING COUNTY  
PROSECUTING ATTORNEY