



County of Spokane Washington

BRUCE PRICE
INTERIM PURCHASING
MANAGER

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Department of Purchasing
1101 W. College Avenue, Suite 241B, Spokane, WA 99201-2010

April 25, 2018

REQUEST FOR PROPOSALS (RFP) P10418

Consulting Services: Total Compensation Study


Submittals from minority, women and disadvantaged business enterprises are encouraged

SUBMITTAL DEADLINE	SUBMIT
3:00 p.m. Local Time, Wednesday June 15, 2018	Eleven (11) one Original plus ten (10) duplicate copies and one electronic copy on CD
SUBMIT BY MAIL OR BY HAND DELIVERY TO:	
Spokane County Purchasing Department 1101 W. College Avenue, Suite 241B Spokane, WA 99201-2010	

Prepared For:
Human Resources Department

Administrative Questions should be directed to Bruce Price, Interim Purchasing Manager (509) 477-2307

Approved By:


Bruce Price
Interim Purchasing Manager

4/23/2018
Date:


Gerry Gemmill
Chief Executive Officer

Date:

If your firm elects to not submit a response to this Request For Proposals please complete the “No Response Statement” form and return to the County.

Spokane County Purchasing
 Department
 1101 W. College Ave, Suite 241B
 Spokane, WA 99201



**RFP Number:
 P10418
 Consulting Services Total
 Compensation Study**

NO RESPONSE STATEMENT

Attention Bruce Price, Interim Purchasing Manager (509) 477-2307

Receipt of this completed form will assist us in calling for future submittal work of this nature. Please complete and submit this form prior to the submittal deadline as shown on the Request For Proposals notice or document.

A response to the Request For Proposals is not being submitted for the following reason(s):

- We do not provide the required services
- Insufficient time to prepare submittal
- The project scope is too small
- Licensing restrictions (please explain)
- The project scope is too large
- Other reasons or additional comments (please explain below)
- Cannot handle due to present work load

I / We wish to respond to similar services in the future <input type="checkbox"/> Yes <input type="checkbox"/> No	Authorized Company Official – Signature and Title	Date
Do not write in this space	Firm Name	
	Address	
	City	
	State	Zip Code
	Telephone Number	

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SECTION 1 - REQUEST FOR PROPOSAL

DESCRIPTION OF SERVICES Spokane County (County) is soliciting proposals from qualified consulting firms, experienced in the development of a Total Compensation Study all as further described in Attachment "A" (The Work and Services) of this RFP.

NO RESPONSE STATEMENT: Firms that are not able to or do not wish to submit a response are encouraged to complete and return the enclosed No Response Statement form. Return of the form will help us keep our solicitation lists up to date, minimize printing and distribution costs and stop inconveniencing Vendors with what they might perceive as "junk mail". Therefore, to help achieve our goal if no response to this solicitation is received by a vendor after two consecutive mailings, the vendor may be deleted from our vendor mailing list for this type of commodity item.

DEFINITIONS: For clarification and the purpose of brevity, the following definitions will be used throughout these specifications:

1. "Bid" same as proposal
2. "Company" see entity
3. "Consultant" same as "Contractor" for the purposes of this RFP
4. "Contractor" refers to the person or entity awarded a contract resulting from this RFP.
5. "County" refers to the Human Resources Department of Spokane County Washington, a political subdivision of the State of Washington.
6. "Department" refers to the Human Resources Department.
7. "Entity"¹ - refers to a firm, company or a person working through a sole proprietorship or other legal organizational structure.
8. "Firm" refers to a person or entity.
9. "Human Resources" same as "Department or County"
10. "Person" - see entity
11. "Proposal" a submittal in response to this RFP
12. "Respondent" refers to a person, firm or entity submitting a response to the RFP.
13. "Services" or "professional services" means services rendered by any person or firm contracting to perform activities within the scope of this RFP
14. "you" or "your" and other such similar words refers to the respondent

¹ Unless otherwise specified newly established entities will be given consideration if they are able to demonstrate a history of experience as indicated in their response to this RFP by their key personnel who will be assigned to this project.

CONTRACT AWARD: An agreement for services will be negotiated utilizing a final negotiated scope of work and fee approved and accepted by the County and the firm selected as the most highly qualified and competitive respondent. If an agreement cannot be reached with the selected consultant the next most highly qualified and competitive respondent will be contacted for contract negotiations for the project. No work will be undertaken without a mutually agreed upon scope of work, fee, and contract signed by the parties.

CONTRACT TERM: It is anticipated that this will be a term contract which will end upon the completion and acceptance of the work unless extended by written change order to the contract.

NON-DISCRIMINATION: The Spokane County Board of County Commissioners hereby notifies all firms that no person or organization shall be discriminated against on the basis of race, religion, color, age, sex, sexual

orientation or national origin in consideration for an award issued pursuant to this advertisement. Additionally, minority and women owned business enterprises are encouraged to submit responses to this invitation.

CONFIDENTIALITY: Respondents to this Request For Proposal are hereby put on notice that Spokane County will regard submittals as public records which will be available for public inspection and/or copying after selection of a respondent is made regardless of any markings or notices contained in the submittal documents. Therefore, if these terms are not acceptable, a respondent should not reply to this Request For Proposal.

Trade Secrets, or Valuable Formulae, Designs, Drawings, Computer Source Code or Object Code, or Research Data.

Marking:

Spokane County considers confidentiality of proposals an essential element of maintaining fairness during the evaluation process. However, confidentiality cannot be absolutely guaranteed under Public Records, Chapter 42.56 RCW. Any information contained in the proposal that is considered, by the respondent, to be Confidential, Trade Secrets, or Valuable Formulae, Designs, Drawings, Computer Source Code or Object Code, or Research Data must be clearly designated and marked with the words "Confidential" or "Trade Secrets" or "Valuable Formulae, Designs, Drawings, Computer Source Code or Object Code, or Research Data."

For purposes of this section:

"Trade Secrets" are defined as information, including a formula, pattern, compilation, program, device, method, technique, or process that: (a) Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

"Valuable Formulae, Designs, Drawings, Computer Source Code or Object Code, and Research Data" includes those materials that are exempt from disclosure under Chapter 42.56.270(1) RCW.

Marking of the entire proposal or entire sections as "Confidential", "Trade Secrets" or "Valuable Formulae, Designs, Drawings, Computer Source Code or Object Code, or Research Data" will not be honored and may render the submittal non-responsive. Marking of pricing as "Confidential" or "Trade Secrets" or "Valuable Formulae, Designs, Drawings, Computer Source Code or Object Code, or Research Data" will not be honored.

After the selection of a respondent and during contract negotiations the County may require the selected respondent to supply supplemental information such as price, technical or other information during contract negotiations. Spokane County will endeavor to treat such information supplied as confidential, if identified as such in writing, subject to the public disclosure requirements of RCW Chapter 42.56.

ADDENDA TO THE REQUEST FOR PROPOSAL: Only those clarifications or interpretations of the documents that have been issued by written addenda by the Spokane County Purchasing Department will be official. Clarifications given during the submittal process by Spokane County to respondent's questions will be considered informal and unofficial. The County shall not be held responsible for oral interpretations. Should any apparent discrepancies, omissions, or doubt as to meaning be found in the document the respondent shall at once notify the person listed above for administrative questions.

Acknowledge receipt of addenda in Attachment D, Part 1D. Failure to provide acknowledgment may result in the submittal being rejected as not responsive.

PERFORMANCE OF SERVICES: The County intends that the Firm awarded a contract will perform the work commencing upon the notice to proceed and terminate upon project completion unless terminated sooner with written notification by the County.

The designation of a firm as most highly qualified and competitive respondent by the County is not intended to be nor will it be a guarantee that all professional services required by the County associated with this RFP will be exclusively performed by that firm. The County retains the right to make selection and award work to other firms.

SELECTION SCHEDULE: The following dates are based upon initial planning and should be considered tentative.

Procurement Milestone	Date
1. RFP Advertised and Issued for solicitation:	April 25, 2018
2. RFP Feedback Question Deadline:	On, or before, May 31, 2018
3. RFP Proposal Submittal Due Date and Time:	June 15, 2018 at 3:00 PM, Local Time
4. Evaluation of proposals and selection process:	Week ending July 31, 2018
5. Interview (if any) of Short-Listed Respondents:	Week ending August 17, 2018
6. Selection of most highly qualified & competitive respondent:	September 14, 2018
7. Contract Negotiation/Formation:	September 17 – September 28, 2018
8. Contract Execution:	October 1, 2018
9. Commencement of Work and Services:	Upon Execution of Contract
10. Desired Final Report of Total Compensation Study	March 30, 2019

SELECTION PROCESS: The Spokane County Spokane County Human Resources Department will be the sole judge of the most highly qualified and competitive respondent. A recommendation committee (committee) will rank all proper submittals based on the attached weighted evaluation criteria set forth in this packet. From these rankings either a recommendation to select the most highly qualified and competitive respondent based upon qualifications and price will be made or a “short list” of leading candidates will be developed for the purpose of interviews. Proposers may or may not be interviewed and the County reserves the right to conduct interviews at its sole option. Spokane County reserves the right to select a respondent based solely on the written response to the evaluation criteria. Previous clients may be contacted as part of the selection process.

Price is only one of the selection criteria considered. Factors other than price may include, but are not limited to, the qualifications, experience, and longevity of operations of the Proposer, key employees to be assigned to perform the services, financial capabilities, technical aspects of the proposal, systems support, maintenance and training program(s), feasibility of the proposal, efficiency and Proposer’s ability to deliver in a timely manner and other considerations which may be in the best interest of the County. The County is under no obligation to make award based solely upon cost.

INTERVIEWS: If interviews are conducted for short listed candidates, respondents should plan to have key personnel on their teams who will be assigned to work on the proposed project. Short listed respondents may be asked to provide supplemental or additional information for review prior to the interviews.

The County reserves the right to utilize new or revised evaluation criteria and weights to be used in evaluation of the respondents being interviewed. If changes are made to the criteria or weights they will be reduced to writing

and be sent to the interview candidates prior to the conduct of the interviews.

Committee members will use the applicable evaluation criteria and weights to evaluate interview information. The recommendation committee will rank the firms interviewed and make their recommendation to the Human Resources Director for selection of the most highly qualified and competitive respondent.

LIMITATIONS: The declaration of a firm as the most highly qualified and competitive respondent to be eligible to perform the work and services referred to in this RFP is not intended, nor will it in any way be construed or considered, to be a contract or an exclusive guarantee to furnish the services associated with this RFP or any other work suitable to a firm of its type.

Any contract awarded will be nonexclusive and if it be in the County's best interest it may award work to other firms. Any contracts resulting from this request for proposals will be between the County and the provider of services and may be canceled upon written notification by the County.

A contract award will not be final until the County and prospective Contractor have executed a written Agreement. Spokane County reserves the right to make an award without further negotiation of the proposal submitted therefore the proposal should be submitted in final form from a budgetary, technical, and programmatic standpoint. The County may elect, after the selection process, to request clarifications, alterations or changes in the submitted proposal including, but not limited to, prices in order to provide the best service at the best price for the County.

The production of any schematic design, master plan or any other work produced as part of a scope of work, will not be a guarantee that the firm preparing it will have the exclusive right to perform any or all work, parts of the work, phases of the work, or any other such partial task associated with the scope of work.

The County reserves the right to utilize the request for proposal process, for any reason whatsoever, to contract for work regardless of project size, type or estimated fee value.

This RFP does not commit Spokane County to award a contract, or to procure or contract for services or supplies. Spokane County reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with all qualified sources, to waive formalities, to postpone award, or to cancel in part or in its entirety this RFP if it is in the best interest of Spokane County.

This RFP does not commit Spokane County to pay any costs incurred in the preparation of a response to this RFP or for interviews if they be held. All costs associated with a response to this RFP will be borne solely by the responding Firm.

RECOMMENDATION COMMITTEE: The identity of committee members will not be revealed until after selection of a respondent has been made. Contact with any committee member prior to selection of a respondent can be grounds for removal of the respondent from consideration.

The committee will be interested in learning how the respondent has provided services of this type and how it might handle this work. Responses should be structured to make it easy for the committee to evaluate your capabilities and experience.

Typically, committees try to review all presentations at one sitting in order to facilitate continuity which helps improve the consistency of the individual scoring. Due to the limited amount of time available for review it is strongly recommended that you be concise and to the point.

Unnecessarily elaborate responses beyond that sufficient to present a complete and effective response are not desired and may be construed as an indication of the respondent's lack of cost consciousness. Unless specifically requested in the RFP, lengthy narratives, expensive paper, specialized binding, and other extraneous presentation materials are neither necessary nor desired.

SUBMITTAL: The submittal contents are set forth in Attachment C. Only complete submittals will be evaluated. The submittal response consists of the items listed in the Contents Of Request for Proposal Section. Any material submitted for consideration must be incorporated in each response copy. A single set of material will not be reviewed unless specifically requested by the County elsewhere in this document. Submissions will become part of the official records for this request for proposal and cannot be returned.

SUBMITTAL CONTENTS: The submittal response consists of the following items which should be submitted in the following order:

Item 1: Attachment D, Part 1 - Request For Proposals Cover Sheet and receipt of addenda acknowledgment. To facilitate identification of the submission please use this sheet, or reproduction, as the very first sheet on the outside of all document copies. Color of sheet is to be white, 20 lb. maximum weight. As a part of Item 1, you may include an optional cover letter on company letterhead.

Item 2: Attachment D, Part 2 - Administrative Information. Make this the second page inside. Color of sheet is to be white, 20 lb. maximum weight.

Item 3: Attachment D, Part 3 Certifications and Assurances.

Item 4: Attachment D, Parts 4 through 7. In preparing your response to Attachment D, Parts 4 through 7, be sure to address the Evaluation Considerations in Attachment "B" as well as address the Evaluation Criteria in Attachment B. Use Attachment D, Parts 4 through 7 as the presentation outline. Respond to all items. The short statements following each item are offered as starting points only. Respondents are to add additional information required to more fully develop their responses so that the response makes sense for this project. Index your responses to each item if you do not use the format of Attachment D, Parts 4 through 7 as your outline. Answer each item fully, completely and concisely.

Item 5: Attachment D, Part 8 Pricing/Fee For Services.

Submissions will become part of the official records for this request for professional qualifications and cannot be returned.

SUBMITTAL FORMAT AND BINDING: Submittal page size should be 8 ½" x 11", paper weight should be 18 to 20 lb. maximum weight, type size for text should be at least 10-point. Data submitted should be bound in a single volume. Depending on thickness a staple in the upper left corner or plastic spiral 19 comb binding is preferred. Please do not submit materials bound in a three-ring type binder. The cover should consist of Attachment "C" Part 1 (information and format). Personnel resumes should be no longer than both sides of one page. Bulk must be kept to an absolute minimum. **Any material submitted for consideration must be incorporated in each response copy. A single set of material will not be reviewed.**

SUBMITTAL COPIES AND PACKAGING: Submit eleven (11) copies (includes the original copy).

Responses should be sealed in an opaque envelope or package which has been clearly marked in the upper left

corner with the letters "REQUEST FOR PROPOSAL" followed by the respondent's name and address. Mark the lower left corner of the envelope or package with project number P10418, Submittal Due Date June 15, 2018 at 3:00 PM, Local Time, and title "Consulting Services: Total Compensation Study".

DELIVERY: Submittals shall be submitted no later than the day, date, time and place specified. Submittals delivered late may be rejected as non-responsive and be returned unopened.

SUBMITTAL DEADLINE: It is the sole responsibility of the respondent to ensure that their submittal is in the possession of the Spokane County Purchasing Department by the appointed date and time. Spokane County shall assume no responsibility for any delay in U.S., County, or any other mail service resulting in a submittal being received late by the Purchasing Department.

WITHDRAWAL OF SUBMITTAL: Each proposal shall constitute an offer to the County as outlined therein and shall be irrevocable after the submittal deadline. A Firm may withdraw its proposal by giving written notice to the County at the place such proposals are to be received and at any time prior to the time and date of the submittal deadline. Such withdrawal shall not preclude the submission of another proposal prior to the time and date set for the submittal deadline. After the submittal deadline, submittals may not be withdrawn for a period exceeding sixty (60) days after the submittal deadline except at the County's option.

SUBMITTAL REJECTION: Spokane County reserves the right to reject any or all Proposals, portions or parts thereof and to waive all minor irregularities. Special attention will be directed to the qualifications of the respondent when considering awarding a contract.

SECTION 2 - GENERAL CONDITIONS

AWARD: A contract award will not be final until the County and prospective Consultant have executed a written Agreement. Spokane County reserves the right to make an award without further negotiation of the proposal submitted therefore the proposal should be submitted in final form from a budgetary, technical, and programmatic standpoint. The County may elect, after the selection process, to request clarifications, alterations or changes in the submitted proposal including, but not limited to, prices in order to provide the best service at the best price for the County.

CANCELLATION OF AWARD: Spokane County reserves the right to immediately cancel an award if the Agreement has not been entered into by the Parties or if new regulations or policy makes it necessary to change the program purpose or content, discontinue such programs, or impose funding reductions. In those cases where negotiation of contract activities are necessary, Spokane County reserves the right to limit the period of negotiation to ten (10) County work days after which time funds may be de-obligated.

TERMINATION: The Agreement may be terminated in whole or in part under the following conditions: 1) by mutual written agreement; 2) by the County for breach by the Contractor of any of the obligations or requirements set forth in the contract documents which would, at the option of the County, require the Contractor to assume liability for any and all damages, including the excess of re-procuring similar products or services; 3) for convenience of the County; or 4) by the County for non-appropriation of funds.

Cancellation for Convenience. The County may cancel this Agreement upon written notice. The Contractor may cancel this Agreement upon thirty (30) consecutive calendar day written notice.

Cancellation with Cause. This Agreement may be terminated by the County with cause immediately upon written notice to the Contractor. Unless the Contractor is in breach of this Contract, the Contractor shall be paid for services rendered to the County's satisfaction through the date of termination. Work in progress would be completed at the County's option.

Upon termination of the Contract the Contractor will: 1) stop work on the date and to the extent specified; and 2) terminate and settle all orders and subcontracts relating to the performance of the terminated work; and 3) transfer all work in process, completed work, and other material related to the terminated work to the County; and 4) Continue and complete all parts of the work that have not been terminated; and 5) surrender to the County all files, exhibits, and documents maintained or prepared in conjunction with the provision of services under this Agreement; and 6) surrender and return any County owned and furnished equipment used in conjunction with the provision of services under this Agreement.

TERMINATION WITHOUT CAUSE: Notwithstanding any other provisions contained herein, the County, without cause, may terminate the contract between the Parties by providing notice to the Consultant. Upon termination under this section: 1) All remaining obligations of the Parties are discharged, but any right based upon breach or performance occurring prior to termination survives; 2) If the reasonable costs of performance incurred by the Consultant prior to termination exceed the amount paid by the County to the Consultant on the Contract Sum, the County shall reimburse the Consultant in the amount of such excess; 3) If the amount paid by the County to the Consultant on the Contract Sum exceeds the reasonable costs of performance incurred by the Consultant prior to termination, the Consultant shall reimburse the County in the amount of such excess; 4) Any funds obtained or retained by the Consultant as provided in 2) or 3) of this paragraph, shall constitute full payment and consideration for the services performed by the Consultant prior to termination.

INSURANCE: The consultant will be required to carry, for the duration of any contract resulting from this RFP,

the insurance types and amounts as set forth in the Insurance Requirements Attachment F.

LAWS, ORDINANCES, PERMITS, LICENSES: The Consultant must comply with all County, State and Federal ordinances, laws and regulations including O.S.H.A - W.I.S.H.A., to the extent that they may have any bearing on the services to be provided under the terms of this Agreement. The Consultant is solely responsible to secure and pay for any and all applicable permits, licenses or permissions necessary for legal operation. Those items requiring the County to obtain or assist will be at the sole expense of the Consultant.

The Parties specifically agree to observe federal, state and local laws, ordinances and regulations including but not limited to those pertaining to civil rights to the extent that they may have any bearing on either the provision of money under the terms of this Agreement or services provided under the terms of this Agreement.

PROTESTS: PROTEST PROCEDURE: This procedure is available to Consultants who submitted a response to this solicitation document. When the County receives a written protest from a respondent to the RFP the County will not execute a contract for the work with anyone other than the protesting respondent without first providing at least two full County business days' written notice of the County's intent to execute a contract for the work; provided that the protesting respondent submits notice in writing of its protest no later than two full business days following the due date and time to receive responses. Intermediate Saturdays, Sundays, and legal holidays are not counted.

Respondents protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Consultants under this procurement.

All protests must be in writing and be signed by the protesting party or an authorized Agent. The protest must state the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included. All protests shall be addressed to the Director of Purchasing, C/O the Spokane County Purchasing Department, 1101 W. College Ave., Suite 241B, Spokane, WA 99201 and reference RFP number P10779” and title “Consulting Services Spokane County Regional Wastewater Reclamation Facility NPDES Influent & Effluent Toxicity Sampling”.

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of the evaluator;
- Errors in computing the score;
- Non-compliance with procedures described in the procurement document or Agency policy.

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as: 1) an evaluator’s professional judgment on the quality of a proposal, or 2) Department’s assessment of its own and/or other agencies needs or requirements.

Upon receipt of a protest, a protest review will be held by the Director of Purchasing. The Director of Purchasing or an employee delegated by the Director who was not involved in the procurement will consider the record and all available facts and issue a decision within five business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may affect the interest of another Consultant which submitted a proposal, such Consultant will be given an opportunity to submit its views and any relevant information on the protest to the Director of Purchasing.

The final determination of the protest shall:

- Find the protest lacking in merit; or
- Find only technical or harmless errors in the acquisition process and determine the process to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide options which may include:
 - Correct the errors and re-evaluate all proposals, and/or
 - Reissue the solicitation document and begin a new process, or
 - Make other findings and determine other courses of action as appropriate.

If it is determined that the protest is without merit, the County will make award to the apparently successful contractor(s). If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

COPYRIGHTS: The County reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Government purposes:

1. The copyright in any work developed under a contract resulting from this RFP; and
2. Any rights of copyright to which the County or a contractor purchases ownership with funds received from any contract resulting from this RFP.

DEBARRED OR SUSPENDED PARTY: The County will not make any award or permit any award or contract at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, “Debarment and Suspension.”

In addition the County will not make any award or permit any award or contract at any tier to any party which is debarred, suspended or in any way is excluded from procurement actions by any State or Local governmental agency. If information becomes available, such evidence may be grounds for non-award or nullification of the Contract.

DESIGNATED EMPLOYEES: It is expected that the Project Manager and other key employee(s) upon which the respondent based its qualifications to perform the work of the RFP will be the ones who perform the services on behalf of the respondent. Substitution of the project manager or key employees will require the express written permission of Spokane County. Spokane County may, however, require the removal of any employee and the Consultant shall replace such employee upon demand by the County.

SUBCONTRACTING: No activities or services included as part of this proposal may be subcontracted to another organization, firm, or individual without the approval of Spokane County. Such intent to subcontract should be clearly identified in the proposal. It is understood that the Consultant is responsible for the satisfactory accomplishment of the service or activities included in a subcontract.

MAINTENANCE OF RECORDS: The Consultant will maintain, for at least three (3) years after completion of this contract, all relevant records pertaining to the contract. The Consultant shall make available to the County or the Washington State Auditor or their duly authorized representatives, at any time during their normal operating hours, all records, books or pertinent information which the Consultant shall have kept in conjunction with this Agreement and which the County may be required by law to include or make part of its auditing procedures, an audit trail or which may be required for the purpose of funding the services contracted for herein.

PRICE DETERMINATION: The prospective Contractor guarantees that, in connection with this proposal, the prices and/or cost data have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition. This does not preclude or impede the formation of a consortium of companies and/or agencies for purposes of engaging in jointly sponsored programs.

USE OF PROCESS: The County reserves the right to utilize the request for proposal process, for any reason whatsoever, to contract for work regardless of project size, type or estimated fee value.

LIMITATIONS: This RFP does not commit Spokane County to award a contract, or to procure or contract for services or supplies. The County reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with all qualified sources, to waive formalities, to postpone award, or to cancel in part or in its entirety this RFP if it is in the best interest of Spokane County.

EXPENSES: This RFP does not commit the County to pay any costs incurred in the preparation of a response to this RFP or for interviews if they be held. All costs associated with a response to this RFP shall be borne solely by the responding Firm.

ATTACHMENT A - THE WORK AND SERVICES

INTRODUCTION: The purpose for this request for proposals is to receive responses from qualified consulting firms, experienced in the development of a Total Compensation Study.

PROJECT SCOPE:

Spokane County is seeking proposals for professional services to review the Total Compensation (compensation and benefits) for identified regular, full-time positions (estimate between 200-250 benchmark job descriptions) and recommend possible wage adjustments that align with the County's compensation philosophy. Additionally, the County is seeking an objective comparison of its benefits package with those offered in the same local market identified in the pay analysis. Our labor market is generally the Inland Northwest (Spokane County and Kootenai County areas), both private and public employers. It is expected the study will indicate what actions should be taken, if any, to avoid loss of qualified staff and difficulties in recruiting new employees to County employment.

COUNTY PROFILE:

A. Spokane County is located in Eastern Washington and has a population of approximately 480,000. Spokane is the medical, financial, cultural and economic center of the Inland Empire and the City of Spokane is the largest city between Seattle and Minneapolis.

B. The County Commissioner form of government employs 1950 regular employees consisting of approximately 1500 represented employees and 400 non-represented employees. All union compensation is governed by contract. There are approximately 32 Departments reporting directly to the County Commissioners and an additional 6 Departments headed by elected officials (Auditor, Assessor, Clerk, Sheriff, Treasurer and Prosecutor). A County Organizational Chart is provided in Appendix "A". A list of the County Departments may be found in Appendix "B". There are currently a total of approximately 600 active job classifications at Spokane County.

CURRENT COMPENSATION PROGRAM:

A. The current compensation program was established in 2014 and consists of a salary grade/13-step pay plan for represented and non-represented personnel. In the absence of a comprehensive classification or compensation plan, salary surveys may be conducted by Human Resources when a recruitment or retention issue is identified or new classifications are created. The wage scale may be adjusted annually by the Commissioners through a "Wage Adjustment" as a result of negotiations with an effective date of January 1 and/or July 1 for most years. Appendix "C" includes the history of the wage increases for the County's largest union (Local 1553).

B. Administration of the Compensation Program:

1. Most employees are compensated using a salary grade/13-step pay plan. "Grandfathered" employees advance through the range using only the odd numbered steps. New employees advance step-by-step. Unions negotiate for annual wage adjustments typically in a three-year contract. These adjustments must be approved by the Board of County Commissioners (BOCC). Non-represented employees are generally granted annual wage adjustments as approved by the BOCC.

Individual or groups of employees may request wage adjustments at any time with the approval of their department head. Human Resources currently reviews salaries by comparing County wages to five comparable Washington counties: Clark, Kitsap, Pierce, Snohomish and Yakima. Cost of living adjustments are made to

all comparable county wages except for Yakima County.

Currently, there is no periodic evaluation of salaries on a county-wide basis.

2. Longevity is paid to non-represented positions and union positions as specified by their labor contract.

C. Additional Compensation: Additional compensation has been added to some positions. Examples include a tool allowance, clothing/shoe allowance, call-out pay, lead worker pay, and bar dues for attorneys.

SCOPE OF WORK:

A. SCOPE: The Consultant shall work directly with the County's HR Department. The Consultant shall conduct at least three (3) site visits. The first visit shall be to explain the methodology. The second shall be to meet with the management staff to ensure correct survey data comparisons. The third shall be to present the final report and findings. The consultant will meet with the County's HR Department at the initiation of each phase of the study and to make any oral presentations to the County at the conclusion of each phase. The County further expects ongoing and open communications between the consultant and County's HR Department over the course of performing the work and services and throughout each work phase. All products and recommendations must comply with applicable State and Federal laws and enhance the County's ability to recruit and retain qualified personnel.

B. PROJECTED TIMETABLE: The work and services are to begin upon execution of Contract with a target or projected date of on, or before, March 30, 2019. The project work shall be completed with a final report delivered to the County on or before March 30, 2019. Consultant will provide to the County's HR Department an estimate of the timeline for each phase of the work and services.

C. SUPPORT PROVIDED BY COUNTY: The County's HR Department will provide the Consultant with the following information/support within a reasonable amount of time if requested by the Consultant. The following list is not intended to be limiting nor all-inclusive.

- Copies of all existing job classification descriptions.
- Copies of all Union Contracts and the non-represented Personnel Policy and Procedure Manual.
- Copies of all wage and salary schedules.
- Copy of County-wide personnel policies.
- Copy of organizational charts.
- Access to the following key points of contact within the County: The County's Human Resource Director; the County's Human Resources Manager to discuss procedures, policies, problems and concerns and to provide a liaison between the County and the Consultant.
- Additional information as may requested by the Consultant if deemed reasonable and relevant by the County.

D. STUDY SPECIFICATIONS: The Consultant will review the County-identified job classification descriptions and compensation plan and determine the needs (if any) for modification and/or a new compensation system, which would assure internal equity and external competitiveness/retention. The Consultant will provide a work plan and timetable for each of the following components:

THE WORK AND SERVICES

SPECIFIC TASKS – The work and services tasks, considered as minimum and performed by the Consultant with whom a contract is successfully executed as a result of this RFP, include, but are not necessarily limited to, the following:

- a) The Consultant shall conduct a total compensation market analysis using private and public employers in Spokane County including:
 1. Recommend appropriate adjustments for our benchmarked full-time regular classifications consistent with our total compensation philosophy.
 2. Analyze benefits and leave programs from a competitive standpoint using private and public employers in Spokane County including:
 - i. Health: number and types of plans offered, employer/employee contributions (both dollar amount and percentage of premium cost) at each level of participation, copays, out of pocket maximums, deductibles.
 - ii. Dental: employer/employee contribution amounts
 - iii. Life: employer/employee contribution amounts
 - iv. Retirement: employer/employee contribution amounts, matching programs.
 - v. Leave accruals: vacation/sick, PTO, annual holidays
 - vi. Other pertinent benefits not offered by Spokane County
 3. Develop conclusion indicating overall assessment of County's competitive position using considering salary and benefit data reported as well as County's compensation philosophy.
 4. Project trend of total compensation activities for organizations surveyed and recommend options to maintain competitive position in the market.

A summary listing of current employee benefits is listed in Appendix E and Appendix F.

- b) Present a project plan, communication plan, costs, information needed, and resources prior to commencing the analysis.
- c) Present on-site an initial project overview (orientation) and final presentation of the findings and implementation strategy to the BOCC and County Executive Officers and participate in communicating the project status with employees, BOCC, department heads, etc., as deemed necessary.
- d) Provide a clear mechanism to appropriately slot classifications not included as benchmarks in the survey.
- e) Design and define employee appeal process for total compensation study results including a clear understanding of the process employees must follow and what they should expect in response to their appeal.
- f) Determine methods and guidelines by which skill-based pay, merit increases, market adjustments, promotional increases, etc. might be made within a total compensation model.
- g) Analyze and provide a recommendation for incorporating a rising minimum wage into pay structure.
- h) Evaluate and propose modifications to shorten current 13-step salary range.
- i) A list of additional services that may be necessary or helpful in performing a more thorough analysis.
- j) Recommendations on combining or elimination of extraneous class specs.
- k) Methodology to convert from a classification system which allows reclassifications to one that does not.

PRICING

The Consultant will provide a guaranteed maximum price for all project work, and shall abide by the price stated. No further payments beyond the contract amount will be made for any additional services required to provide a satisfactory deliverable.

ADDITIONAL WORK:

If additional requirements are requested by the County beyond the original scope of work described in this RFP, the cost of these services would be negotiated between the County and the Consultant selected to perform the work. Any additional related work or services will only be undertaken based on a request in writing from the County.

PROJECT DELIVERABLES AND PHASES:

The project deliverables shall include all phases described below and the Total Compensation Study Final Report, as well as any preliminary or intermediate report of findings within each phase.

The Consultant shall prepare and provide a final report of the findings including a comprehensive implementation strategy after consultation with the County Executive Officer and Human Resources. The Total Compensation Study final report, and any of the preliminary reports under each of the phases, shall be provided by the Consultant to the in the following quantities and formats: ten (10) hard copy reports and one (1) digital or electronic copy in Portable Document Format (.PDF) via a USB drive.

PHASE I: - ANALYSIS

Meet with County Human Resources for project orientation and commence and complete the required analysis. In working with Human Resources, the successful Consultant awarded the contract under this RFP shall provide a comprehensive total compensation analysis for each identified job classification and related benefits.

PHASE II: - RECOMMENDATIONS

The consultant will make comments/recommendations regarding the current classification system which assures internal equity and external competitiveness. The Consultant shall furnish a full and complete detailed recommendation of any proposed changes or adjustments to the current total compensation plan. The method in which to perform this analysis is to be determined by the consultant.

PHASE III: - STRATEGY

The consultant will design an implementation strategy for any proposed changes or adjustments to the current total compensation plan that provides the lowest financial impact on the County.

PHASE IV: - IMPLEMENTATION

Upon implementation of the total compensation plan, the consultant may be required to provide training to County personnel on the utilization and maintenance of the plan. Additionally, the consultant will provide the necessary documentation and other materials so the County will be able to maintain the plan independently of the consultant after the implementation phase and conclusion of the contract. The Consultant will provide the County with one (1) copies of training materials and the policies and procedures for maintenance of the plan.

ATTACHMENT B – EVALUATION CONSIDERATIONS

Offerors are to make written proposals that present the Offeror's qualifications and understanding of the work to be performed. Offerors are to address each of the specific topics listed below as a minimum portion of their proposal submission. Failure to include any of the requested information may be ample cause for proposal to be considered non-responsive and rejected.

- A. Price of services: Provide a detailed *not-to exceed* price breakdown, by phase, for all work to be performed as described in the Work And Services, Scope of Work and the deliverables as set forth in Attachment A of this RFP, as well as, addressing the factors and considerations described Attachment C, Part 6. The price breakdown shall include, at a minimum, the tasks to be performed, time line, estimated number of hours for completion, all related travel costs, per diems and all incidental expenses and the not-to-exceed cost for that task.
- B. Availability, credentials and related experience of the firm and key staff with similar studies:
 1. Names, and points of contacts (direct phone numbers; email addresses) of the Consultants personnel who will be assigned as the project manager and key staff involved if awarded. Provide copies of resumes of the proposed project manager and key staff. Also, include specific information on the staff's experience with public sector total compensation studies. Provide information on specific experience with successful outcomes in conducting salary surveys and making presentations to public bodies.
 2. Spokane County will place greater value on proposal that can demonstrate a high level of commitment and dedication of personnel to the accomplishment of the objectives of this project within the anticipated project schedule. The assigned project manager and personnel of the successful consultant will be readily available to the County's Contract Administrator, or designee.
- C. Provide an overview of your firm's daily operations, detailing the firm's experience in performing total compensation studies.
- D. All offerors shall include, with their proposals, a list of at least three (3) current references for whom comparable work has been performed (preferably public sector organizations). This list shall include company name, person to contact, address, telephone number, and a detailed description of work performed. By providing the references the responded authorizes the County to make contact with the references for the purposes of verify performance. The County's evaluation of referenced may not necessarily be limited to the references furnished by the respondent in their proposal response.
- E. Demonstrated ability to meet and exceed the requirements set forth in SCOPE OF WORK, the quality of the proposed product, and the ability to meet the required timeline.
- F. Describe your firm's understanding of economic conditions and labor market with the region defined in the Scope of Work of this RFP.
- G. Describe and list the techniques and methods that your firm will use to keep the County abreast of the progress of the project and what is your firm's plan to complete the work by the deadline.
- H. The Offeror's assurance that the deliverables will meet or beat the project schedule set forth in this RFP.

ATTACHMENT C - EVALUATION CRITERIA AND WEIGHTS

It is strongly recommended that this be used as the outline for your response to these criteria.

Criteria	Description	Weight (In Points)
1	a. Knowledge And Experience (as outlined in Attachment D, Part 4) b. Experience of Key Personnel Assigned To The Project ¹ (as outlined in Attachment D, Part 5)	50
2	Work Plan And Approach (as outlined in Attachment D, Part 6) – Demonstrated ability to meet and exceed the requirements set forth in the SCOPE OF SERVICES, the quality of the proposed product, and the ability to meet the required timeline.	30
3	References (as outlined in Attachment D, Part 7)	15
4	Price/Fee For Services (as outlined in Attachment D, Part 8)	35
5	Responsiveness of Submittal ² (Structure and overall quality and completeness of proposal)	10
TOTAL POINTS =		150

Footnotes:

¹ Unless otherwise specified newly established entities will be given consideration if they are able to demonstrate a history of experience possessed by the key personnel who will be assigned to this project.

² The organization of the RFP submittal and the manner in which information is presented in the submittal as an indication of the firm's ability to assemble clear and concise documents.

ATTACHMENT D - CONTENTS OF REQUEST FOR PROPOSAL

The statements submitted by the respondent are submitted with the assurance that the County can rely on their accuracy and truthfulness. If more space is required for answers please attach a continuation sheet(s) to the corresponding proposal response page referencing the Section, Part, and statement number.

PART 1 - COVER SHEET

A. Name of Contracting Party _____

B. Name of Contact Person Regarding This Submittal _____

Title _____

Telephone number including area code: _____

Fax number including area code: _____

Email address _____

C. Did outside individuals/agencies assist with preparation of this RFP? YES NO
If "Yes", please describe:

D. RECEIPT OF ADDENDA: Firm acknowledges receipt of the following addenda if any:

Addendum No. _____	Addendum No. _____	Addendum No. _____	Addendum No. _____
Dated _____	Dated _____	Dated _____	Dated _____

F. Scope of Work Compliance Certification: The respondent hereby certifies that their proposal response complies in all respects with the provisions of this RFP, including Attachment "A" - The Work And Services and the written Scope of Work, which are considered a minimum statement of the requirements. Check one box.

YES – Meets all requirements

NO – Contains deviations. If "NO" is selected, then list in detail, ALL deviations. Attach a separate sheet labeled as: "Submittal Contents, Attachment C, Part 1(F) – Deviations"

Signature, Administrator, or Applicant Agency

Date

PART 2 - ADMINISTRATIVE INFORMATION

A. FIRM:

1. Name of Contracting Party:
2. Physical Address:
3. Mailing Address including zip code:
4. Remit To Address including zip code:
5. Telephone number including area code:
6. Fax number including area code:
7. E-mail address for business correspondence:
8. Federal Tax Identification Number:
9. Washington State UBI Number if issued:
10. State Industrial Account Identification Number if issued:

B. INSURANCE COMPANY:

1. Name of company:
2. Mailing Address including zip code:
3. Insurance Agent Name:
4. Insurance Agent Telephone number including area code:
5. Insurance Agent Fax number including area code:

Signature, Administrator, or Applicant Agency

Date

PART 3 - CERTIFICATIONS AND ASSURANCES

The following certifications and assurances are given as a required element of the submission to Spokane County, which is attached, with the understanding the truthfulness of the facts affirmed here and the continuing compliance with these requirements and all requirements of Request for proposals P10418 are conditions precedent to the award or continuation of the related Agreement(s) and that:

1. In preparing this response, no assistance has been rendered by any current or former employee of Spokane County whose duties relate, or did relate, to this RFP, or prospective Agreement, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this submittal. Any exceptions to these assurances are described in full detail on a separate page and attached to this document; and

2. No officer or employee of the County, having the power or duty to perform an official act or action related to this submittal, shall have or acquire any interest in this submittal, or have solicited, accepted or granted a present or future gift, favor, service, or other thing of value from or to any person involved in this submittal; and

3. We understand that Spokane County can terminate the project at any point. The Consultant shall neither have nor assert any claim for, nor be entitled to any additional compensation for damages or for loss of anticipated profits on work that is eliminated and that the County would make reimbursement for satisfactory work completed; and

4. We understand the Spokane County will not reimburse us for any costs incurred in the preparation of this submittal and that this submittal becomes the property of Spokane County, and we claim no proprietary right to the ideas, writings, items or samples. Submission of the attached submittal constitutes agreement to abide by the procedures described in the RFP document; and

5. We understand that any Agreement awarded as a result of the submittal will incorporate all the RFP requirements of Spokane County, and all agreement terms and conditions appearing in the RFP. Submission of a response and execution of this Certifications and Assurances document certify the respondent's willingness to comply with these or substantially similar terms if selected as a Consultant. It is further understood that under no circumstances will a respondent-submitted contract/agreement be considered as a replacement for the terms and conditions appearing in this RFP; and

6. In submitting this submittal we have read and understand the RFP documents, that we have visited the site and/or have otherwise familiarized our self with the local conditions under which the work is to be performed, that by signature of this certification we are acknowledging all requirements and signed all certificates contained herein. and that no allowance will be sought after proposals are received for oversight, omission, error, or by our mistake; and

7. In submitting the submittal to do the work or furnish goods and services as outlined in the Contract Specifications, I hereby certify that we have not been debarred, suspended, ineligible for, or otherwise excluded from participation in Federal Assistance programs under Executive Order 12549, Title 31 U.S. Code 6101 Note, Executive Order 12549, Executive Order 12689, Title 48 Codified Federal Regulation 9.404, "Debarment and Suspension". Further I certify that this Firm will not contract with a subcontractor that is likewise debarred, suspended, ineligible for, or otherwise excluded, as referenced in the foregoing Executive Orders, U.S. Codes and Codified Federal Regulations; and

8. In submitting this response as outlined in the specifications, I hereby certify that we have not been debarred,

suspended or in any way are excluded from procurement actions by any State or Local governmental agency. We fully understand that, if information contrary to this certification subsequently becomes available, such evidence may be grounds for non-award or nullification of the Contract; and

9. In submitting this response I hereby certify that, in connection with this proposal, the prices and/or cost data have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition. I understand that this does not preclude or impede the formation of a consortium of companies and/or agencies for purposes of engaging in jointly sponsored programs.

10. In submitting this response I hereby certify that I have identified assistance provided by agencies or individuals outside our own organization in preparing the proposal. No contingent fees for such assistance was paid or is to be paid under any contract resulting from this RFP. I understand that all proposals submitted become the property of Spokane County. It is further understood and agreed that we do not claim proprietary rights to the ideas and written materials contained in or attached to the proposal submitted.

11. In addition to the foregoing certifications and assurances I certify that to the best of my knowledge and belief the information contained in this proposal is accurate and complete and that I have the legal authority to commit this agency to a contractual agreement. I realize the final funding for any service is based upon annual budget amounts approved by the Spokane County Board of County Commissioners.

CERTIFICATION

The signature below hereby certifies as true and correct statements made by the proposer as written on pages 14 and 15 as part of their proposal response to this Spokane County RFP.

Name of Firm: _____

By: Signature, Administrator, or Applicant Agency Date

Print name and title

Instructions for Parts 4, 5, 6, and 7: Use the following part descriptions as an outline with which to structure your proposal response. In preparing proposal responses to Parts 4, 5, 6 and 7, respondents are to include addressing the items as listed under the “Evaluation Considerations” section in Attachment “A”.

For each Part, include a signature page at the end of each Part, with an authorized signature affixed thereto in the following format:

Signature _____ Printed Name: _____ Date: _____

Entity: _____ Printed Title _____

PART 4 - KNOWLEDGE AND EXPERIENCE

A. General: Describe how your firm should be considered a full-service consulting firm with expertise in the study of job analysis and/or classification and compensation plans.

B. Knowledge And Experience: The following statements of experience, personnel, and general qualifications of the Consultant are submitted with the assurance that the owner can rely on its accuracy and truthfulness. If more space is required for your answers please attach a continuation sheet(s) to the corresponding Proposal response page referencing the item number.

1. Provide an executive summary highlighting your offer outlining the benefits to the County and why your offer should be determined to be the most highly qualified and competitive respondent by Spokane County.

2. Business Operations Of The Firm (Operational History).

a. List the number of years the firm has been in business continuously.

b. List the names and number of years the firm has been in business under current or previous names or additional assumed business names.

c. Describe the business orientation of the firm, licensing, and other matters relating to relevant experience not elsewhere covered.

d. List the total number of employees and general classification.

e. Provide a statement outlining any exceptions to the County's requirements or clarifications to the requirements.

3. Business Operations Of The Firm (Financial History). Has the company ever filed for Chapter 11 or Chapter 7 bankruptcy? If the company has, give details.

4. Business Operations Of The Firm (Legal History).

a. List the caption, cause number, court, counsel, and general summary of any litigation pending or judgment rendered within the past 5 years against the proposer.

b. Note the extent, if any, to which the firm, association or corporation or any person in a controlling capacity associated therewith or any position involving the administration of federal, State or local funds; is currently under suspension, debarment, voluntary exclusion, or determination of eligibility by any agency; has been suspended, debarred, voluntarily excluded or determined ineligible by any agency within the past 3 years; does have a proposed debarment pending; has been indicted, convicted or has a civil judgment rendered against said person, firm, association or corporation by a court of competent jurisdiction in any matter involving fraud or misconduct with the past 5 years.

- c. List all engagements the company has undertaken in the last five years which have resulted in:
 - 1) Arbitration or litigation and the disposition of the cases.
 - 2) Claims being filed by any Federal, State or Local Governmental agency or individual.
 - 3) Liens filed by suppliers or subcontractors. List with whom, for what, and the dollar amount.
- 5. Describe your experience providing the work and services specified.
 - a. Describe your company.
 - b. Describe your experience and expertise in the study of job analysis and/or classification and compensation plans.
 - c. List the amount of time you have had experience comparable to that required under the proposed contract as a prime contractor _____ years and/or as a subcontractor _____ years.
 - d. Describe your experience providing similar work and services for public sector organizations. The County is especially interested to know if a firm has recent experience with governmental agencies in the State of Washington and the nature and extent of the work.
- 6. Describe your organization as it relates to administrative and support staff and the resources that are contemplated to be utilized to provide the services sought.

PART 5 - KEY PERSONNEL ASSIGNED TO THE PROJECT:

Describe your organization as it relates to the personnel that will be utilized to provide the services sought. Include, for personnel listed, any professional or State of Washington registrations and/or licenses and what the professional credentials are for. For all personnel to be assigned to the project the firm will note whether the person is a direct employee of the firm (not a contract employee) or not. Note, key personnel must have a history of professionally cooperative project relations without repeated controversy or contentious behavior (as determined by past project references).

- A. List the supervisor or supervisory personnel assigned to the project that will be interfacing with the County contract administrator and contract manager during the contract period to include their name, title, role in the contract and years of experience in that role. Provide a resume for each (limit - one double sided, single spaced page per resume using a minimum font size of 11 point).
- B. List all key personnel assigned to the project. Provide a resume for each (limit - one double sided, single spaced page per resume using a minimum font size of 11 point).
- C. List the person(s) who will be assigned to the project and who will be furnishing the work effort on the contract, excluding supervisory or key personnel. Provide a resume for each (limit - one double sided, single spaced page per resume using a minimum font size of 11 point).

PART 6 - WORK PLAN AND APPROACH:

- A. Describe the methods, innovation, and techniques used to explore, develop, control and accomplish the work as described in The Work And Services set forth in Attachment A of this RFP.
- B. Submit a Work Plan which should identify the Consultant’s intended means and methods with which to accomplish the work as described in The Work And Services set forth in Attachment A of this RFP.
- C. List any additional services, procedures or capabilities that you believe could be of benefit to the County which are not specifically required herein but which the firm offers to provide.

D. Use of Subcontractors:

1. If you intend or anticipate the use of subcontractors please provide the information called for in 4B5 and 6 for each. Affirm your understanding that you will have prime contractor responsibility over such subcontractors.

2. Describe how each subcontractor has the business orientation, licenses, and resources necessary to successfully perform the work to which they will be assigned to perform.

3. Use of Third Party Vendors: List all third party vendors you intend or anticipate to use. Affirm your understanding that you will have prime contractor responsibility over such vendors.

PART 7 - REFERENCES:

A. Provide a list of clients, at least five (5) are desired, of comparable size to the County within which you have implemented a job classification and compensation system. Include a brief description of you or your key personnel's specific involvement in each. For each project identified, provide at least the following information, as applicable:

1. Client (firm) name and location
2. Client contract name, address, and telephone number
3. The owner of the facility or system
4. A description of the services performed
5. The dollar value of the contract
6. Key personnel who worked on the projects and indicate if they would be working on this project and in what capacity

B. List all of the projects with whom you or your key personnel have provided similar services in the past three (3) years. The services should have been for a client similar in size of the County and the work of similar nature and complexity to that described. Describe the projects to include how they demonstrate that you have the experience necessary and in what ways they are similar to the work contemplated. Also include a brief description of you or your key personnel's specific involvement in each. For each project identified, you shall provide at least the following information, as applicable:

1. Client (firm) name and location
2. Client contract name, address, and telephone number
3. The owner of the facility or system
4. A description of the services performed
5. The dollar value of the contract
6. Key personnel who worked on the projects and indicate if they would be working on this project and in what capacity

PART 8 - PRICING/FEE FOR SERVICES: Provide full details.

Submit your cost proposal (a detailed lump-sum fee *not-to exceed* price breakdown) based on the Work And Services, Scope of Work and the deliverables as set forth in Attachment A of this RFP, as well as, addressing the factors and considerations described Attachment C, Part 6. The detailed price breakdown shall include, at a minimum, the tasks to be performed, time line, estimated number of hours for completion

Pricing shall be inclusive of all costs including, but not limited to, travel costs, lodging, meals, per diem, all incidental expenses, overhead and profit.

The County will interpret that the extent and detail of the response, work and pricing have a direct correlation with the proposer's overall experience and experience with the nature and type of work specified in this RFP.

In the event that additional services are needed, provide as part of your proposal a listing of your firm's employee classification and the applicable hourly rates for each.

Employee Classification	Hourly Rate
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

Signature _____ Printed Name: _____ Date: _____

Entity: _____ Printed Title _____

ATTACHMENT E – NON-NEGOTIABLE TERMS AND CONDITIONS

The County will prepare contracts based upon a scope of work and fee as negotiated and approved by the Consultant and the County. Should the County and Consultant fail in their negotiations the County reserves the right to end negotiations, at a time of its choosing, and begin negotiations with the next most highly qualified and competitive respondent.

The following are non-negotiable conditions that shall be incorporated in contracts resulting from this RFP. Firms considering responding to this RFP are well advised to take these paragraphs into consideration when making their decision whether to submit a response or not.

INSTRUMENTS OF SERVICE: Drawings, specifications and other documents, including those in electronic form, prepared by the Consultant and the Consultant's subcontractors are Instruments of Service. The County shall own all rights, title and interest in all of the Instruments of Service and all of the other materials conceived or created by the Consultant, or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this contract, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form (hereafter "Materials"). All finished or unfinished Materials prepared by the Consultant under this Agreement shall be the property of the County whether or not the Project is completed or this Agreement is canceled prior to expiration.

The Consultant hereby assigns to the County all rights, title and interest to the Materials. The Consultant shall, upon request of the County, execute all papers and perform all other acts necessary to assist the County to obtain and register copyrights, patents or other forms of protection provided by law for the Materials such work being at additional expense to the County. The Materials created under this Agreement by the Consultant, its employees or subcontractors, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the Materials, whether in paper, electronic, or other form, shall be remitted to the County by the Consultant, its employees and any subcontractors, and the Consultant shall not copy, reproduce, allow or cause to have the Materials copied, reproduced or used for any purpose other than performance of the Consultant's obligations under this Agreement without the prior written consent of the County's Designated Representative except that the Consultant may retain copies necessary for record keeping, documentation and other such business purposes related to the Agreement.

The foregoing shall not be construed to mean that the County shall acquire an exclusive possessory right, by copyright or otherwise, to the exclusion of the Consultant, in standard elements found in the Materials (such as standard details) generated and authored by the Consultant for its regular, repeated and ongoing use in designs, plans and drawings for its customers in the regular course of its business. The County further waives any claim it might have against the Consultant for errors or omissions arising specifically from changes made by the County or others to the Materials after the completion of the work provided by this Agreement. This waiver does not extend to errors or omissions in the Materials unrelated to any such changes by the County or others.

The Consultant represents and believes that Materials produced or used under this Agreement do not and will not infringe upon any intellectual property rights of another, including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names. The Consultant shall indemnify and defend the County at the Consultant's expense from any action or claim brought against the County to the extent that it is based on a claim that all or part of the Materials infringe upon the intellectual property rights of another. The Consultant shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to, reasonable attorney fees arising out of this Agreement, amendments and supplements thereto, which are attributed to such claims or actions. This paragraph shall not apply to claims that arise from Materials

specifically required by the County, or to portions of the Materials which the County directed the Consultant to include within said Materials.

If such a claim or action arises, or in the Consultant's or the County's opinion is likely to arise, the Consultant shall, at the County's discretion, either procure for the County the right or license to continue using the Materials at issue or replace or modify the allegedly infringing Materials. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

When applicable at the completion of the Agreement, upon request of the County, the Consultant will furnish to the County, at no additional charge, two electronic copies on CD containing the final specifications in Microsoft Word 2000 (PC based) or newer and all CAD drawing files in .dwg format no older than one version previous to the current software version.

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

INSURANCE: The Consultant shall continue coverage meeting the requirements of Request for proposals P10418 for the duration of the contract.

VENUE STIPULATION: This Agreement has and shall be construed as having been made and delivered in the State of Washington, and the laws of the State of Washington shall be applicable to its construction and enforcement of this Agreement or any provision hereto shall be instituted only in the courts of competent jurisdiction within Spokane County, Washington, unless relocation or commencement elsewhere is required by law.

INDEMNIFICATION: The Consultant agrees to defend, indemnify and hold the County harmless from any and all claims, including but not limited to reasonable attorney fees, demands, losses and liabilities to or by third parties arising from, resulting from, an error, omission or negligent act of the Consultant performed under this contract by the Consultant, its agents or employees to the fullest extent permitted by law. The Consultant's duty to indemnify the County shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the County, its agents or employees. The Consultant's duty to indemnify the County for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence or (a) the County, its agents or employees, and (b) Consultant, its agents or employees shall apply only to the extent of negligence of the Consultant or its agents or employees. Consultant's duty to defend, indemnify and hold the County harmless shall include, as to all claims, demands, losses and liability to which it applies, the County's personnel-related costs, reasonable attorney's fees, court costs and all other claim-related expenses.

The Consultant's indemnification shall specifically include all claims for loss liability because of wrongful payments under the Uniform Commercial Code, or other statutory or contractual liens or rights or third parties, including taxes, accrued or accruing as a result of this contract or work performed or materials furnished directly or indirectly because of this contract.

Consultant further agrees that this duty to indemnify County applies regardless of any provisions in RCW Title 51 to the contrary, including but not limited to any immunity of Consultant for liability for injuries to Consultant's workers and employees, and Consultant hereby waives any such immunity for the purpose of this duty to indemnify County.

RELATIONSHIP OF THE PARTIES: The Parties intend that an independent contractor relationship will be

created by this Agreement. The County is interested only in the results that could be achieved and the conduct and control of all services will be solely with the Consultant. No agent, employee, servant or otherwise of the Consultant shall be deemed to be an employee, agent, servant, or otherwise of the County for any purpose and the employees of the Consultant are not entitled to any of the benefits that the County provides for County employees. The Consultant will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, subcontractors or otherwise, during the performance of this Agreement.

OTHER EMPLOYMENT: Contracts resulting from this RFP are not exclusive services Agreements. The Consultant may take on other professional assignments while completing work under this RFP.

PAYMENT OF TAXES: This Contract is for the employment of the Consultant as an independent contractor. The Consultant holds that they are an independent contractor doing business as listed above and is solely responsible for paying any and all taxes associated with the work of this Agreement including but not necessarily limited to income and social security taxes.

ENFORCEMENT COSTS: If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing Party or Parties shall be entitled to recover reasonable attorney's fees, court costs, and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such Party or Parties may be entitled.

ATTACHMENT F - INSURANCE REQUIREMENTS

The Consultant shall furnish and maintain all insurance as required herein and comply with all limits, terms and conditions stipulated therein, at their expense, for the duration of the contract. Following is a list of requirements for this contract. Any exclusion that may restrict required coverage must be pre-approved by the Spokane County Risk Management Department. Work under this contract shall not commence until evidence of all required insurance, policy endorsement and bonding are provided to the County of Spokane. The Consultant's insurer shall have a minimum A.M. Best's rating of A-VII and shall be authorized to do business in the State of Washington. Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for the Consultant and returned to the Spokane County Department with whom the contract is executed. The insurance policy or policies will not be canceled, materially changed or altered without thirty (30) days prior notice submitted to the department with whom the contract is executed. The policy shall be endorsed and the certificate shall reflect that the County of Spokane is an additional named insured on the Consultant's general liability policy with respect to activities under the contract. The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

The policy shall be endorsed and the certificate shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by the County shall be excess and not contributory insurance to that provided by the Consultant.

The Consultant shall not commence work, nor shall the Consultant allow any subcontractor to commence work on any subcontract until a Certificate of Insurance with additional insured endorsement, meeting the requirements set forth herein, has been approved by Spokane County Risk Management Department and filed with the department with whom the contract is executed. Upon request, the Consultant shall forward to the Spokane County Risk Management Department the original policy, or endorsement obtained, to the Consultant's policy currently in force.

Failure of the Consultant to fully comply with the insurance requirements set forth herein, during the term of the Agreement, shall be considered a material breach of contract and cause for immediate termination of the Agreement at the County's discretion.

Providing coverage in the amounts listed shall not be construed to relieve the Consultant from liability in excess of such amounts.

REQUIRED COVERAGE: The insurance shall provide the minimum coverage as set forth below:

GENERAL LIABILITY INSURANCE: The Consultant shall have Commercial General Liability with limits of \$1,000,000.00 per occurrence, which includes general aggregate, products, completed operation, personal injury, fire damage and medical expense.

ADDITIONAL INSURED ENDORSEMENT: General Liability Insurance must state that Spokane County, its officers, agents and employees, and any other entity specifically required by the provisions of this Agreement will be specifically named additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims. Language such as the following should be used **"Spokane County, Its Officers, Agents And Employees Are Named Additional Insured."**

2PROOF OF AUTOMOBILE INSURANCE: The Consultant shall carry, for the duration of this Agreement, comprehensive automobile liability coverage of \$1,000,000.00 for any vehicle used in conjunction with the provision of services under the terms of this Contract. Said policy shall provide that it shall not be canceled, materially changed, or renewed without thirty (30) days written notice prior thereto to Spokane County.

WORKERS COMPENSATION: When the Consultant has employees of the company, the Consultant shall carry Worker's Compensation Industrial Injury Insurance coverage and effective in Washington State. Proof of insurance shall be reflected on the Consultant's Certificate of Insurance or by providing the Consultant's State Industrial Account Identification Number.

Professional Liability Insurance: The Consultant shall provide errors & omissions coverage in the form of Professional liability insurance coverage in the minimum amount of \$1,000,000.00.

ATTACHMENT G - SAMPLE AGREEMENT

COUNTY OF SPOKANE WASHINGTON

INDEPENDENT CONTRACTOR AGREEMENT

CONTRACT NUMBER P10418

CONTRACT SUMMARY

TITLE: Consulting Services: Total Compensation Study
Maximum Contract Value: \$?
End Of Term: Midnight, ?date
Contract Type: ?Lump Sum Fee Not To Exceed

PARTIES

COUNTY:
Spokane County Washington
C/O Spokane County Purchasing Department
1101 W. College Ave., Suite 241B
Spokane, WA 99201

CONSULTANT:
[?Name of Consultant]
[? Address]
[?City], [?State] [?Postal Code]

Contract Administrator: Gerry Gemmill, CEO
Phone: (509) 477-2122
Fax: (509) 477-5642
Email: tchansen@spokanecounty.org

Project Manager: [?Name], [?Title]
Phone: [?Phone]
Fax: [?Fax]
Email: [?Email]

WHEREAS, pursuant to the provisions of the Revised Code of Washington, the Board of County Commissioners has the care of County property and the management of County funds and business; and

WHEREAS, the Department of Human Resources desires to enter into an Agreement with a Consultant who will provide consulting services to the County for a Total Compensation Study; and.

WHEREAS, this Agreement is made pursuant to Request For Proposal (RFP) P10418 and [[?Resolution number [?] dated [?date] as of [?date]] by and between Spokane County, a political subdivision of the State of Washington hereinafter known as the "County" having offices for the transaction of business as listed above and the "Consultant" having offices for the transaction of business as listed above, jointly, hereinafter referred to as the "Parties".

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, the Parties mutually agree as follows:

ARTICLE 1. SUBJECT AND PURPOSE

The County hereby engages the Consultant to perform and render services as in accordance with the Scope of Work outlined herein. Services shall be provided in a safe and courteous manner consistent with the professional skill and care of the industry. This award is nonexclusive and if it be in the County's best interest it may award work to other Consultants.

ARTICLE 2. TERM

The term of the Agreement begins upon the date hereinabove stated and runs through midnight [?date]. The Agreement may be extended by mutual agreement of the Parties by written change order executed with the

same formalities of this Contract.

ARTICLE 3. COMPENSATION

The County agrees to make payment in the amount and manner stipulated in the Scope Of Work. There will be no initial payment. Payments shall be made once per month payable after review by the purchasing department and authorization by the head of the department that has budget authority for the work being performed. Said authorization shall be conditioned upon the submittal of an invoice setting forth a breakdown of the services and costs performed in providing the services as set forth.

Payment shall be in arrears the later of 30 days from the date of receipt of a correct and proper invoice or date of receipt of acceptable goods/services (not from the postmark date or date shown on the invoice). All billing and correspondence shall be mailed to the Spokane County Human Resources Department, 1229 W. Mallon, Spokane, WA 99260-0230. All billing and correspondence will clearly display the County contract P10418.

Only payments for services performed are allowed. The Consultant shall invoice the County after the last day of the month for which services were rendered.

Cash discounts: If offered and accepted a cash discount period shall apply after receipt of a proper invoice or final acceptance of the goods/services, whichever is later (not from the postmark date or date shown on the invoice).

Date of payment of an invoice shall be the date appearing on the warrant issued in payment of the invoice.

Moneys past due may bear a finance charge as stipulated by law. The current rate is 1% per month.

Contract pricing (fees, commissions, mark-ups, etc.) will remain firm for the first term of the contract.

The method of payment will be at the County's sole discretion using any of the following methods:

- a) By warrant (check);
- b) The County's credit card – otherwise referred to as “payment card” or “P-Card”;
- c) Automated Clearing House (ACH);
- d) Electronic Payment (E-Payment, also referred to as e-Payables).

The pricing submitted by the vendor and accepted by the County is inclusive of applicable payment terms, as well as, any and all fees incurred by the vendor in accepting any of the above referenced payment methods. No additional fees or charges shall apply, unless otherwise preapproved by the County. Additionally, unless otherwise set forth in the bid, quote, submittal, and accepted by the County in the contract, payments shall be made in arrears and with payment terms of "Net 30 Days" from the date that the County receives a correct and accurate invoice. An accurate invoice must, in part, reference a valid County contract/agreement or purchase order number.

ARTICLE 4. CONTRACT ADMINISTRATION

The following identifies the titles, roles, duties and responsibilities of the authorized representatives of the Parties under this Agreement. It shall be the responsibility of each Party to provide to, and maintain, a current point-of-contact list of their assigned representatives and any personnel working on the project (e.g., technicians) as well as, points of contact information, under this Contract and to give written notice to the other party when changes in personnel and related information are made.

A. COUNTY - For the purposes of this Agreement the Spokane County Contract Administrator, Contract Facilitator are defined below:

1. The “COUNTY CONTRACT ADMINISTRATOR” (“Contract Administrator”) for this Agreement

is Gerry Gemmill, Chief Executive Officer, Spokane County, (or his designee) with point of contact information on the cover page of this Contract. On behalf of the County the Contract Administrator's responsibilities include: (a) performance of all the County's duties and responsibilities set forth in this Agreement; (b) performance of the duties and responsibilities not otherwise delegated to a designee; (c) serves as the primary point of contact in the day to day interaction with the Consultant; (d) coordinates, monitors, reviews and determines acceptability of the Consultant's accomplishment of the scope or statement of work under this Agreement; (e) the certification and authentication responsibilities as the Disbursing Officer under RCW 42.24.080 in connection with payments made for work performed under this Agreement; (f) work out Consultant performance schedules; (g) cause or initiate changes or modifications to this Agreement to be coordinated through the County Contract Facilitator which may be subject to approval by the Board of County Commissioners; (h) performs all other County contract administration responsibilities as set forth in the County's solicitation document; (i) except for "(e)" and "(h)" the listed duties and responsibilities may be delegated by the Contract Administrator to a designee; and (j) notifies the Consultant of any change in the County's assigned personnel which such notice coordinated through the County's Contract Facilitator.

2. The "COUNTY'S CONTRACT FACILITATOR" is Bruce Price, Interim Purchasing Manager, in the Spokane County Purchasing Department, or the person so designated by the Purchasing Director, as the Purchasing Department's representative for the purposes of contract facilitation of this Agreement. The Contract Facilitator's responsibilities are ministerial in nature and include the following, each of which are subject to the initiation and final review and approval made by the Contract Administrator, and where applicable, approval by the Board of County Commissioners: (a) the receipt, reviewing and processing of changes and modifications and formal notices pertaining to this Agreement; (b) executing contract term renewals; (c) providing notifications and changes of County assigned personnel as directed by the Contract Administrator; (d) adding additional users to the Agreement; and (e) processing of any other form of action that could change the Agreement.

ARTICLE 5. PRICE ESCALATION

Fees will remain firm for the duration of the contract.

ARTICLE 6. PERSONNEL

A. The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the County.

B. All of the services required herein under shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

C. Any changes or substitutions on the Consultant's key personnel as may be listed herein must be made known to the County's Contract Manager prior to execution, and written approval granted by the County before said change or substitution can become effective.

D. The Consultant warrants that all services shall be performed by skilled and competent personnel who shall meet or exceed the professional standards in the field(s) of the work and that services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work.

ARTICLE 7. CONSULTANT'S STANDARD OF CARE

A. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional Consultants performing the same or similar services at the time said services are performed.

B. The Consultant shall be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all reports, plans, specifications and other services furnished by the Consultant under the terms of this Agreement.

C. The Consultant shall, without additional compensation, correct or otherwise revise any errors, omissions, or other deficiencies in the reports, plans, specifications and other similar documents/data prepared or furnished by the Consultant. The Consultant shall also be liable for all damages to the County or the State of Washington, caused solely by Consultant's negligent performance of any of the services furnished under this Agreement.

D. Approval by the County of any reports, plans, specifications and incidental consulting work or materials furnished shall not relieve the Consultant of the responsibility for the technical adequacy and accuracy of their work.

E. The County's review, approval or acceptance of, nor payment for, any of the Consultant's services shall not be construed as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement.

ARTICLE 8. SUBCONTRACTING

A. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this Contract.

B. If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the Contractor shall promptly do so, subject to acceptance of the new subcontractor by the County.

ARTICLE 9. AUTHORITY TO PRACTICE

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the County upon request.

ARTICLE 10. NON-SOLICITATION AGREEMENT

Each Party understands that the other Party's individual employees are some of the most valuable assets within their organization, responsible for the creative forces behind each Party's advancements in technology and business development. Recognizing the value each Party places on its individual employees and each Party's interest in retaining its employees, it is agreed that during the term of this Agreement, neither Party shall, directly or indirectly, induce or try to induce any employee of the other Party to leave the employment of the other Party or that of any of its subsidiaries or affiliates to work for another person or company that does or may be expected to compete with the non-soliciting Party or any of its subsidiaries or affiliates.

ARTICLE 11. OBLIGATIONS OF THE COUNTY

A. The County shall provide the Consultant with all data in the County's possession, including but not limited to, reports, plans, maps, and other information needed by the Consultant to perform its services under this Agreement. The Consultant is entitled to reasonably rely upon the accuracy and timeliness of the information supplied by the County.

B. The County will examine all studies, reports, plans, specifications, proposals and other documents presented by the Consultant, obtain such advice as the County deems appropriate for such examination, and render decisions pertaining thereto within a reasonable time.

ARTICLE 12. INSTRUMENTS OF SERVICE

A. Drawings, specifications and other documents, including those in electronic form, prepared by the Consultant and the Consultant's consultants are Instruments of Service. The County shall own all rights, title and interest in all of the Instruments of Service and all of the other materials conceived or created by the Consultant, or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this contract, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form (hereafter "Materials"). All finished or unfinished Materials prepared by the Consultant under this Agreement shall be the property of the County whether or not the Project is completed or this Agreement is canceled prior to expiration.

B. The Consultant hereby assigns to the County all rights, title and interest to the Materials. The Consultant shall, upon request of the County, execute all papers and perform all other acts necessary to assist the County to obtain and register copyrights, patents or other forms of protection provided by law for the Materials such work being at additional expense to the County. The Materials created under this Agreement by the Consultant, its employees or subcontractors, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the Materials, whether in paper, electronic, or other form, shall be remitted to the County by the Consultant, its employees and any subcontractors, and the Consultant shall not copy, reproduce, allow or cause to have the Materials copied, reproduced or used for any purpose other than performance of the Consultant's obligations under this Agreement without the prior written consent of the County's Designated Representative except that the Consultant may retain copies necessary for record keeping, documentation and other such business purposes related to the Agreement.

C. The foregoing shall not be construed to mean that the County shall acquire an exclusive possessory right, by copyright or otherwise, to the exclusion of the Consultant, in standard elements found in the Materials (such as standard details) generated and authored by the Consultant for its regular, repeated and ongoing use in designs, plans and drawings for its customers in the regular course of its business. The County further waives any claim it might have against the Consultant for errors or omissions arising specifically from changes made by the County or others to the Materials after the completion of the work provided by this Agreement. This waiver does not extend to errors or omissions in the Materials unrelated to any such changes by the County or others.

D. The Consultant represents and believes that Materials produced or used under this Agreement do not and will not infringe upon any intellectual property rights of another, including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names. The Consultant shall indemnify and defend the County at the Consultant's expense from any action or claim brought against the County to the extent that it is based on a claim that all or part of the Materials infringe upon the intellectual property rights of another. The Consultant shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to, reasonable attorney fees arising out of this Agreement, amendments and supplements thereto, which are attributed to such claims or actions. This paragraph shall not apply to claims that arise from Materials specifically required by the County, or to portions of the Materials which the County directed the Consultant to include within said Materials.

E. If such a claim or action arises, or in the Consultant's or the County's opinion is likely to arise, the Consultant shall, at the County's discretion, either procure for the County the right or license to continue using the Materials at issue or replace or modify the allegedly infringing Materials. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

F. At the completion of the Agreement, upon request of the County, the Consultant will furnish to the County, at no additional charge, two electronic copies on CD containing the final specifications in Microsoft Word 2000 (PC based) or newer and all CAD drawing files in .dwg format no older than one version previous to the current software version.

G. The Consultant shall ensure that the substance of foregoing subsections is included in each subcontract

for the Work under this Contract.

ARTICLE 13. PROPRIETARY RIGHTS

The Parties agree that if any patentable or copyrightable materials or articles should result from the work described herein, all rights accruing from such material or articles shall be the sole property of the County. The County, in its absolute and sole discretion, may grant to Consultant, an irrevocable, non-exclusive and royalty-free license to use, according to law, any material or article and use any method that may be developed as part of the work under this contract. The foregoing license shall not apply to existing training materials, consulting aids, checklists and other materials and documents of Consultant developed or modified for use prior to the full execution of this contract, and unrelated to prior contracts with the County.

ARTICLE 14. OWNERSHIP OF DOCUMENTS

All deliverable services and documents produced under this Agreement will become the property of the County without restriction, reservation or qualification.

ARTICLE 15. APPROVAL OF DOCUMENTS

The County's approval of any documents resulting from the services provided by the Consultant shall not relieve the Consultant from its responsibility to comply with the standard of care for performance of its services set forth in this Agreement.

ARTICLE 16. NON-DISCRIMINATION

The Consultant shall not discriminate against any employee who is employed in connection with the work, or against any applicant for such employment, because of race, creed, color, sex, sexual orientation, national origin, marital status, or the presence of any sensory, mental or physical handicap.

ARTICLE 17. INSURANCE

Insurance will be provided in accordance with the specifications, terms, and conditions set forth in the Request For Proposal documents.

ARTICLE 18. MAINTENANCE OF RECORDS

The Consultant shall make available to the County or the Washington State Auditor or their duly authorized representatives, at any time during their normal operating hours, all records, books or pertinent information which the Consultant shall have kept in conjunction with this Agreement and which the County may be required by law to include or make part of its auditing procedures, an audit trail or which may be required for the purpose of funding the services contracted for herein.

ARTICLE 19. COMPLIANCE WITH LAWS

The Consultant in the performance of this Agreement agrees to comply with all applicable federal, state and local laws, ordinances and regulations including but not limited to those pertaining to civil rights.

ARTICLE 20. ASSIGNMENT

The Consultant may not, without the express written consent of the County, assign, sublet or transfer in whole or in part his interest in this Agreement.

ARTICLE 21. MODIFICATION

No modification or amendment to this Agreement shall be valid until the same is reduced to writing, in the form of an amendment, and executed with the same formalities as this present .

ARTICLE 21. MODIFICATIONS OF WORK

A. The County reserves the right to make changes in the Work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the County's notification of a contemplated change, the Consultant shall (1) if requested by the County, provide an estimate for the increase or decrease in cost due to the

contemplated change, (2) notify the County of any estimated change in the completion date, and (3) advise the County in writing if the contemplated change shall effect the Consultant's ability to meet the completion dates or schedules of this Contract.

B. If the County so instructs in writing, the Consultant shall suspend work on that portion of the Work affected by a contemplated change, pending the County's decision to proceed with the change.

C. If the County elects to make the change, the County shall issue a Contract Amendment or Change Order and the Consultant shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the Parties.

ARTICLE 22. EXCUSABLE DELAYS

A. The Consultant shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the Consultant's control and without its fault or negligence. Such causes may include, but are not limited to: acts of God; the County's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions.

B. Upon the Consultant's request, the County shall consider the facts and extent of any failure to perform the work and, if the Consultant's failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the County's rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 23. AVAILABILITY OF FUNDS

The County's performance and obligation to pay under this Contract is contingent upon the availability of an appropriation for this purpose by the United States Department of the Interior Bureau of Reclamation. In the event of non-appropriation of funds for the services provided under the Agreement, the County will terminate the Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Consultant on receipt of notice (verbal or written) from the contract manager to the extent specified.

ARTICLE 24. TERMINATION

A. The Agreement may be terminated in whole or in part under the following conditions: 1) by mutual written agreement; 2) by the County for breach by the Consultant of any of the obligations or requirements set forth in the contract documents which would, at the option of the County, require the Consultant to assume liability for any and all damages, including the excess of re-procuring similar products or services; 3) for convenience of the County; or 4) by the County for non-appropriation of funds.

B. Cancellation for convenience. The County may cancel this Agreement upon written notice. The Consultant may cancel this Agreement upon thirty (30) consecutive calendar day written notice.

C. Cancellation with cause. This Agreement may be terminated by the County with cause immediately upon written notice to the Consultant. Unless the Consultant is in breach of this Contract, the Consultant shall be paid for services rendered to the County's satisfaction through the date of termination. Work in progress would be completed at the County's option.

D. Upon termination of the Contract the Consultant will: 1) stop work on the date and to the extent specified; and 2) terminate and settle all orders and subcontracts relating to the performance of the terminated work; and 3) transfer all work in process, completed work, and other material related to the terminated work to the County; and 4) Continue and complete all parts of the work that have not been terminated; and 5) surrender to the County all files, exhibits, and documents maintained or prepared in conjunction with the provision of services

under this Agreement; and 6) surrender and return any County owned and furnished equipment used in conjunction with the provision of services under this Agreement.

ARTICLE 25. TERMINATION WITHOUT CAUSE

Notwithstanding any other provisions contained herein, the County, without cause, may terminate the contract between the Parties by providing written notice to the Consultant. Upon termination under this section: 1) All remaining obligations of the Parties are discharged, but any right based upon breach or performance occurring prior to termination survives; 2) If the reasonable costs of performance incurred by the Consultant prior to termination exceed the amount paid by the County to the Consultant on the Contract Sum, the County shall reimburse the Consultant in the amount of such excess; 3) If the amount paid by the County to the Consultant on the Contract Sum exceeds the reasonable costs of performance incurred by the Consultant prior to termination, the Consultant shall reimburse the County in the amount of such excess; 4) Any funds obtained or retained by the Consultant as provided in 2) or 3) of this paragraph, shall constitute full payment and consideration for the services performed by the Consultant prior to termination.

ARTICLE 26. VENUE STIPULATION

This Agreement has and shall be construed as having been made and delivered within the State of Washington and the laws of the State of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provisions hereto shall be instituted only in the courts of competent jurisdiction within Spokane County, Washington, unless relocation or commencement elsewhere is required by law.

ARTICLE 27. REMEDIES

No remedy herein conferred upon any Party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any Party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 28. WAIVER

No officer, employee, agent or otherwise of the County, has the power, right or authority to waive any of the conditions or provisions of this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement or a law shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law. Failure of the County to enforce at any time any of the provisions of this Agreement or to require at any time performance by the Consultant of any provision hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this Agreement or any part hereof, or the right of the County to hereafter enforce each and every such provision.

ARTICLE 29. INDEMNIFICATION

The Consultant agrees to defend, indemnify and hold the County harmless from any and all claims, including but not limited to reasonable attorney fees, demands, losses and liabilities to or by third parties arising from, resulting from, an error, omission or negligent act of the Consultant performed under this contract by the Consultant, its agents or employees to the fullest extent permitted by law. The Consultant's duty to indemnify the County shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the County, its agents or employees. The Consultant's duty to indemnify the County for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the County, its agents or employees, and (b) Consultant, its agents or employees shall apply only to the extent of negligence of the Consultant or its agents or employees. Consultant's duty to defend, indemnify and hold the County harmless shall include, as to all claims, demands, losses and liability to which it applies, the County's personnel-related costs, reasonable attorney's fees, court costs and all other claim-related expenses.

The Consultant's indemnification shall specifically include all claims for loss liability because of wrongful payments under the Uniform Commercial Code, or other statutory or contractual liens or rights or third parties, including taxes, accrued or accruing as a result of this contract or work performed or materials furnished directly or indirectly because of this contract.

Consultant further agrees that this duty to indemnify County applies regardless of any provisions in RCW Title 51 to the contrary, including but not limited to any immunity of Consultant for liability for injuries to Consultant's workers and employees, and Consultant hereby waives any such immunity for the purpose of this duty to indemnify County.

ARTICLE 30. NOTICES

All notices called for or provided for in this Agreement shall be in writing and must be served on any of the Parties either personally or by first class mail sent to the Parties at their respective addresses hereinabove given. Notices sent by mail shall be deemed served when deposited in the United States mail, postage prepaid.

ARTICLE 31. RELATIONSHIP OF THE PARTIES

The Parties intend that an independent consultant relationship will be created by this Agreement. No agent, employee, servant or otherwise of the Consultant shall be or shall be deemed to be an employee, agent, servant or otherwise of the County for any purpose, and the employees of the Consultant are not entitled to any of the benefits that the County provides for County employees. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this contract. In the performance of the services herein contemplated the Consultant is an independent consultant with the authority to control and direct the performance and details of the work, the County being interested only in the results obtained; however, the work contemplated herein shall meet the approval of the County pursuant to the provisions of the Agreement under which the services and work were let to the Consultant.

ARTICLE 32. HEADINGS

The article headings in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to, define, limit, or extend the scope or intent of the articles to which they appertain.

ARTICLE 33. STATEMENT OF WORK AND FEE FOR SERVICES

A. Services: No work will begin until the Consultant receives a fully executed copy of the Agreement by the Parties. Compensation will not include fees or change orders caused by the Consultant's errors or omissions.

1. Work will be coordinated with and be performed as directed by the Contract Manager/Administrator. (illustration only) The following is a list of work phases to be performed or accomplished by the Consultant. The County retains the sole right to delete, add or otherwise amend the list at its discretion.]

2. Phase:

- I.
- II.
- III
- IV.

B. Fee:

A. Statement Of Work: The Consultant will provide professional services as described in the scope of work attached hereto as Exhibit A and incorporated herein by reference. Work will be coordinated with the Contract Administrator.

B. Basis Of Compensation: Contract value not to exceed \$[?] consisting of a fee for Basic Services not to exceed \$[?], Additional Services not to exceed \$[?], and reimbursable costs not to exceed \$[?]. There will be no initial payments. The Fee Schedule lists budget estimates of Consultant prices and approximate percentage of the total work. Billing will be for work completed and may be in the form of a percent of completion of the applicable item. The budgeted amounts may be reallocated between categories as the scope and work dictates with change order but will require written approval by letter from the Contract Administrator.

1. Basic Services: Basic compensation will not include fees, licenses, permits, and change orders caused by the Consultant's errors or omissions.

FEE SCHEDULE		
Category	Fee Amount	% of the total fee
Phase I	\$	
Phase II	\$	
Phase III	\$	
Phase IV	\$	
TOTAL =	\$	100

2. Additional Services: Performance of work under this paragraph must have the prior written approval of the County except as noted.

(a) Employees of the Consultant: Performance of work under this paragraph must have the prior written approval of the County and be incorporated by change order to the contract. Additional services of the Consultant shall be hourly based upon the following:

Employee Classification	Hourly Rate
	\$.00
	\$.00
	\$.00
	\$.00
	\$.00
	\$.00
Clerical	\$.00

(b) Special Consulting Services: [?Must have the prior written approval of the County.] **OR** [?Not to exceed (?\$) without change order.] When containing special consulting services not normally associated with a project, the fee may be outside of the above guidelines (such as expert witness or special investigations), and shall be charged using a **maximum multiplier not to exceed 1.05** times the amount billed to the Consultant for such services. The Consultant shall direct the work of all sub-consultants on the Project.

3. REIMBURSABLE EXPENSES: [?Must have the prior written approval of the County.] **OR** [?Not to exceed (?\$). Additional reimbursable expenses must have the prior written approval of the County.] Reimbursable expenses will be billed at cost times a **maximum multiplier not to exceed 1.05** unless otherwise stated. Such reimbursable expenses are in addition to compensation for Basic and Additional Services and include expenses by the Consultant and the Consultant's employees and consultants in the interest of the Project.

ARTICLE 34. ANTI-KICKBACK

A. No officer or employee of the County, having the power or duty to perform an official act or action related to this Agreement, shall have or acquire any interest in this Agreement, or have solicited, accepted or granted a present or future gift, favor, service, or other thing of value from or to any person involved in this Agreement.

B. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or Firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 35. SUCCESSORS AND ASSIGNS

A. The County and the Consultant each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the County nor the Consultant shall assign, sublet, convey, or transfer its interest in this Contract without the written consent of the other.

B. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Consultant.

ARTICLE 36. CONFLICT OF INTEREST

A. The Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The Consultant further represents that no person having any interest shall be employed for said performance.

B. The Consultant shall promptly notify the County in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Consultant. The County agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notification by the Consultant. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the County shall so state in the notification and the Consultant shall, at his/her option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Consultant under the terms of this Contract.

ARTICLE 37. ARREARS

The Consultant shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 38. RECOVERY OF FUNDS

Whenever, under the contract, any sum of money shall be recoverable from or payable by the Consultant to Spokane County the same amount may be deducted from any sum due to the Consultant under the contract or under any other contract between the Consultant and Spokane County including reasonable attorney fees and or any other collection costs. The rights of Spokane County are in addition and without prejudice to any other right Spokane County may have to claim the amount of any loss or damage suffered by Spokane County on account of the acts or omissions of the Consultant.

ARTICLE 39. ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs, and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 40. CONTACT DOCUMENTS

The Contract Documents consist of this Agreement, all conditions of Spokane County Request For Proposal No P10779 and other documents listed below and all modifications and change orders issued subsequent to the execution of this Agreement. These form a contract and all are as fully a part of the contract as if attached to this Agreement or repeated herein. In the event of a conflict between documents the order of precedence shall be the order listed below. An enumeration of the contract documents is set forth below:

1. Change orders to the Agreement; and
2. This Agreement; and
3. Addenda; and
4. Request For Proposal number P10418; and
5. The proposal of the Consultant herein dated _____.; and

ARTICLE 41. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto. The Consultant has read and understands all of this Agreement, and now states that no representation, promise, or agreement not expressed in this document has been made to induce the Consultant to execute the same.

ARTICLE 42. SEVERABILITY

In the event any term or condition of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

ARTICLE 43. SPECIAL PROVISION

The County's failure to insist upon the strict performance of any provision of this Agreement or to exercise any right based upon breach thereof or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

ARTICLE 44. PAYMENT OF TAXES

This Agreement is for the employment of the Consultant as an independent consultant. The Consultant holds itself out as an independent consultant doing business as listed above and is solely responsible for paying any and all taxes associated with the work of this Agreement including but not necessarily limited to income and social security taxes.

ARTICLE 45. OTHER EMPLOYMENT

This Contract is not an exclusive services Agreement. The Consultant may take on other professional assignments while completing the work set forth herein.

ARTICLE 46. INTEGRATION

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings,

oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto. The Parties have read and understand all of this Agreement, and now state that no representation, promise, or agreement not expressed in this document has been made to induce the other to execute the same.

ARTICLE 47: EXECUTION AND APPROVAL - The PARTIES warrant that the officers/individuals executing below have been duly authorized to act for and on behalf of the Party for purposes of confirming this Agreement.

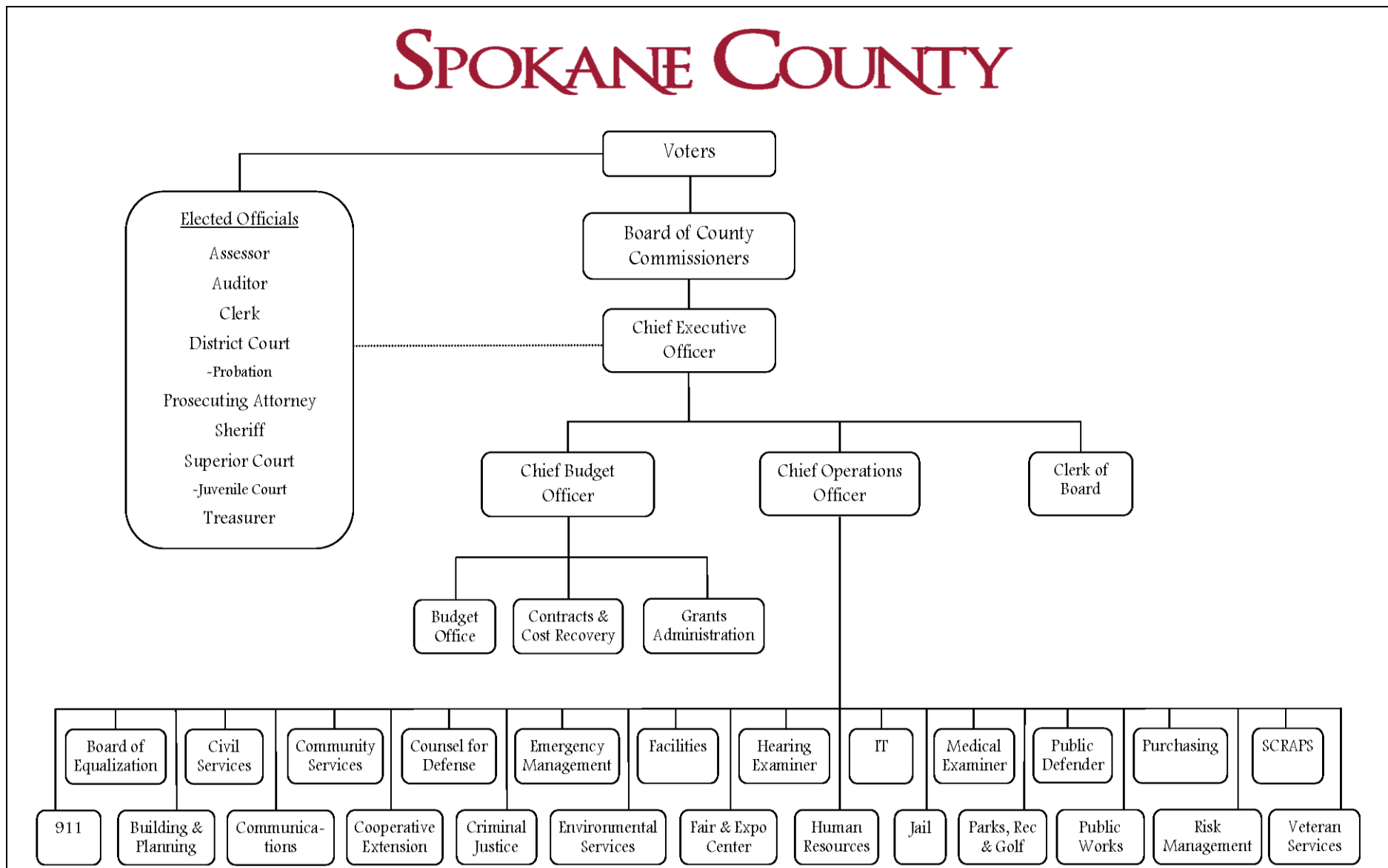
ARTICLE 48: COUNTERPARTS - This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

ARTICLE 49: THIRD PARTY BENEFICIARIES - This Agreement is intended for the benefit of the COUNTY and CONTRATOR and not for the benefit of any third parties.

ARTICLE 50: SURVIVAL - Without being exclusive, the Article for Indemnification and the Article for Venue Stipulation of this Agreement shall survive any termination, expiration or determination of invalidity of this Agreement in whole or in part. Any other Articles of this Agreement which, by their sense and context, are intended to survive shall also survive

APPENDIX A

COUNTY ORGANIZATIONAL CHART



APPENDIX B

COUNTY DEPARTMENTS

1	Admin Services/Budget	21	Facilities
2	Animal Control (S.C.R.A.P.S.)	22	Fair and Expo Center
3	Assessor	23	Geiger Corrections
4	Auditor	24	Hearing Examiner
5	Board of Equalization	25	Human Resources
6	Boundary Review Board	26	Information Technology
7	Building & Planning	27	Juvenile Court Services
8	Central Shop	28	Labor Relations
9	Civil Service	29	Medical Examiner
10	Clerk of Courts	30	Office of Per-Trial Services
11	Commissioners	31	Parks/Recreation/Golf
12	Community Services, Housing and Community Development	32	Prosecutor
13	Cooperative Extension	33	Public Works
14	Counsel for Defense	34	Public Defender
15	County Commissioners	35	Purchasing
16	Detention Services	36	Risk Management
17	District Court	37	Sheriff's Department
18	Emergency Communications (911)	38	Superior Court
19	Emergency Management	39	Treasurer
20	Environmental Services	40	Veteran's Services

APPENDIX C

COLA TABLE FOR LOCAL 1553 - COUNTY COURTHOUSE EMPLOYEES

COLA TABLE	
2007-2017	
2007	2.0%
2008	3.5%
2009	3.5%
2010	2.5%
2011	0.0%
2012	0.0%
2013	0.0%
2014	0.0%
2015	1.5%
2016	1.5%
2017	2.0%

APPENDIX D

UNIONS AT SPOKANE COUNTY

EMPLOYEE COUNT	DESCRIPTION
545	Courthouse Employees -- 1553
317	Non-Represented Employees
256	Detention Services Corrections Officers – 492
198	Spokane County Deputy Sheriffs
108	Road Department – 1135
105	Engineer's – 17
88	Supervisors – 1553S
60	Prosecuting Attorneys – 1553PA
59	Public Defenders – 690
55	Juvenile – 492J
49	Professional Engineering -- Public Works Guild
25	Sheriff's Support Personnel – 492SP
22	Corrections Sergeants – 492CS
19	Sheriff's Radio & Forensics – 492RF
15	County Road Supervisors -- Teamsters
12	Building Maintenance – 280
9	Sheriff's Lieutenants/Captains
2	Corrections Lieutenants – 492CL

Copies of all collective bargaining agreements (and supplements) are available upon request.

APPENDIX E

LIST OF EMPLOYEE BENEFITS (EXCLUDING HEALTH BENEFITS)

PTO or VACATION/SICK LEAVE	PTO: Mostly non-represented employees. Accrues immediately upon hire. May be used as soon as accrued. VAC/SICK: Represented employees. Includes Shared Leave program.
SHARED LEAVE	For those on VAC/SICK Leave, may request or give vacation time to those in need. Does not apply to employees on PTO.
HOLIDAYS	10 paid holidays per year
SHORT TERM DISABILITY	Employees on PTO, STD begins after 30 day waiting period. Employees on VAC/SICK, STD begins after ??
LONG TERM DISABILITY	Employees on PTO, STD begins after 30 day waiting period. Employees on VAC/SICK, STD begins after ??
WA STATE PUBLIC EMPLOYERS RETIREMENT PLAN	Various plans depending upon County occupation. Generally, employer contributes ~2/3rds with employee contributing 1/3.
457(b)	Pre-tax employee contributions; no match
EMPLOYEE ASSISTANCE PROGRAM	Eight confidential, no-cost sessions per situation per employee per year
ANNUAL EMPLOYEE BBQ	Employer-sponsored BBQ with free food, activities, prizes, entertainment.
ANNUAL EMPLOYEE HOLIDAY PARTY	Employer-sponsored party with refreshments and holiday activities.
YOGA CLASS	No cost class available to all employees.
SELF-DEFENSE FOR WOMEN	No cost class available to female employees.

APPENDIX F

SUMMARY OF HEALTH BENEFITS

HEALTH INSURANCE

	Premera	Kaiser-Permanente
Individual Deductible	\$500	\$200
Family Deductible		\$600
Plan Co-insurance	Plan pays 80%, employee 20%	Plan pays 90%, employee 10%
Out-of-Pocket Limit	Individual: \$2,000; Family: \$6,000	Individual: \$1,000; Family: \$3,000
Office Visits	\$30 co-pay; applies to Out-of-Pocket maximum	\$30 co-pay, deductible/co-insurance do not apply
Hospital Services	In Network deductible, then 20%	Inpatient: Deductible & Coinsurance apply
Emergency Care	\$150 Copay applies to Out-of-Pocket Maximum, then in Network Deductible, 20%	\$150 Copay Deductible and coinsurance apply
Prescription Drugs (Mail – 3 mos.)	\$37/\$75/\$125	\$15/\$60/\$100

Full benefit summary available upon request.

DENTAL INSURANCE

	Delta Dental PPO Plan	Willamette Dental Group
Benefit Period Maximum (per person)	\$2,000	No Annual Maximum
Cleaning	100% Covered	Covered with \$15 Office Co-pay
Fillings	100% Covered	Covered with \$15 Office Co-pay
Upper or lower denture	50% Covered	Covered with \$15 Office Co-pay
Orthodontia	50% up to \$1,500 limit per person	\$1,500 Co-pay
Crowns	50% Covered	Covered with \$15 Office Co-pay

Full benefit summary available upon request.

APPENDIX G

SPOKANE COUNTY

TOTAL COMPENSATION PHILOSOPHY

PURPOSE:

1. Provide a competitive total compensation package (salary + benefits)
2. Attract and retain quality employees
3. Reduce total number of different class specs; combining class specs as warranted

ELEMENTS:

1. Base Salary: 90% of adjusted market average (as measured by salary maximum)
2. Benefits: Maintain our better than average position with high quality benefits at low employee cost
3. Focus on Total Compensation package in recruiting and retaining

MARKET

- The market is defined in a manner that reflects the primary industries and geography where labor talent is found or recruited from.
 1. Management/Leadership level positions: market is regional, per industry
 2. Professional level positions: market is regional, per industry
 3. Administrative/Skilled Craft positions: market is local area

BENEFITS

- Continuously evaluate benefits program to strategically address attracting, retaining and engaging quality employees

COMPETITIVENESS

- Because we look at Total Compensation (salary plus benefits) we continue to set our maximum pay at 90% of adjusted market average. (This does not include interest arbitration groups.)
- Leverage low cost benefits to counter wage levels
- Balance competitiveness with the ability to pay

PAY ADMINISTRATION

1. Use an outside compensation vendor to analyze 25 percent of our classifications each year for the next four years to determine which positions are paid less than 90% of market adjusted average (as measured by salary maximum).
2. HR conducts supplemental salary surveys where there are issues such as: (a) recruitment, (b) retention, (c) specialty positions; (d) significant changes in technology, economy, etc.
3. At end of four years, consider eliminating COLA's and only do market adjustments.



SPOKANE COUNTY

ADDENDUM NUMBER 1

DATED: May 2, 2018

PROJECT NO. P10418 Consulting Services, Total Compensation Study

The additions, omissions, clarifications and corrections contained herein shall be made to applicable specifications for the project and shall be included in scope of work and proposals to be submitted. References made below to specifications shall be used as a general guide only. Respondent shall determine the work affected by Addendum items.

Respondent will acknowledge receipt of this addendum by completing Receipt of Addenda section in the response document.

ADDENDUM ITEM 1: Attached. Request for Proposal Replacement Page 20. Remove and replace Page 20 of the RFP with the attached Page 20.

ADDENDUM ITEM 2: Vendor Questions and County Responses.

Question No. 1: Does the County desire the hired consultant to perform a job analysis to determine internal equity or is the scope of work limited only to a salary and benefits survey as the RFP mentions internal equity but doesn't state how that would be accomplished?

Answer: A job analysis is expected only of benchmarked positions.

Question No. 2: Does the County want the hired consultant to update job descriptions?

Answer: No.

Question No. 3: Can we recommend an earlier completion date for the study other than March 30, 2019.

Answer: Yes. An earlier date is acceptable.

Question No. 4: Of the 600 active classifications, is there a preferred number that the County would like the hired consultant to use as benchmarks for the salary survey as we typically recommend a sample number?

Answer: We believe the number of benchmarked positions is approximately 225.


Bruce Price,
Interim Manager

ATTACHMENT C - EVALUATION CRITERIA AND WEIGHTS

It is strongly recommended that this be used as the outline for your response to these criteria.

Criteria	Description	Weight (In Points)
1	a. Knowledge And Experience (as outlined in Attachment D, Part 4) b. Experience of Key Personnel Assigned To The Project ¹ (as outlined in Attachment D, Part 5)	50
2	Work Plan And Approach (as outlined in Attachment D, Part 6) – Demonstrated ability to meet and exceed the requirements set forth in the SCOPE OF SERVICES, the quality of the proposed product, and the ability to meet the required timeline.	40
3	References (as outlined in Attachment D, Part 7)	15
4	Price/Fee For Services (as outlined in Attachment D, Part 8)	35
5	Responsiveness of Submittal ² (Structure and overall quality and completeness of proposal)	10
TOTAL POINTS =		150

Footnotes:

¹ Unless otherwise specified newly established entities will be given consideration if they are able to demonstrate a history of experience possessed by the key personnel who will be assigned to this project.

² The organization of the RFP submittal and the manner in which information is presented in the submittal as an indication of the firm's ability to assemble clear and concise documents.



SPOKANE COUNTY

ADDENDUM NUMBER 2

DATED: May 30, 2018

PROJECT NO. P10418 Consulting Services, Total Compensation Study

The additions, omissions, clarifications and corrections contained herein shall be made to applicable specifications for the project and shall be included in scope of work and proposals to be submitted. References made below to specifications shall be used as a general guide only. Respondent shall determine the work affected by Addendum items.

Respondent will acknowledge receipt of this addendum by completing Receipt of Addenda section in the response document.

ADDENDUM ITEM 1: Vendor Questions and County Responses.

Question No. 1: Does the County have a preferred list of comparable agencies it desires to use for the study, or is the consultant expected to make a recommendation as to a market selection?

Answer: We expect this to be a geographical issue and will be looking at Spokane County essentially. We would expect the consultant to make recommendations. The City of Spokane, City of the Valley, Cheney, Airway Heights and other political subdivisions would be included as would businesses such as Avista, Cowles Publishing and smaller businesses as well.

Question No. 2: Are other counties to be used as comparable agencies, or only other agencies in Spokane County (as stated in Attachment A, Section D(a))?

Answer: Other counties are not expected to be used as comparable agencies, other than where we would use historical comp counties where the job classification requires looking outside. A job such as a Juvenile Corrections Officer would be one where we would see difficulty in securing good data locally.

Question No. 3: Attachment A, Section D(e) mentions an appeal process. Is it expected that the consultant will participate/adjudicate in the appeal process?

Answer: No. We expect Human Resources to adjudicate any appeals. What we expect is to have the consultant develop the appeal process.


Bruce Price,
Interim Manager



ADDENDUM NUMBER 3

DATED: May 31, 2018

PROJECT NO. P10418 Consulting Services, Total Compensation Study

The additions, omissions, clarifications and corrections contained herein shall be made to applicable specifications for the project and shall be included in scope of work and proposals to be submitted. References made below to specifications shall be used as a general guide only. Respondent shall determine the work affected by Addendum items.

Respondent will acknowledge receipt of this addendum by completing Receipt of Addenda section in the response document.

ADDENDUM ITEM 1: Vendor Questions and County Responses.

Question No. 1: Are the 200 to 250 job descriptions current? Are the job descriptions of a generic format that will likely be used by other agencies? When were the job descriptions updated?

Answer: The class specs are generally current and will be used by other agencies.

Question No. 2: Is the County's preference for a point factor approach or will a ranking and slotting methodology be preferred?

Answer: Rank and slotting is preferred.

Question No. 3: The RFP states the following: "The Consultant will review the County-identified job classification descriptions ..." Is this review expected to include incumbents/supervisors or is it intended to be a review to select job classifications that are most likely to be found in comparator agencies?

Answer: The review will include both.

Question No. 4: The RFP mentions the County's compensation philosophy, will this document be provided to better understand potential constraints?

Answer: It is attached to the RFP as Appendix G.


Bruce Price,
Interim Manager