



152 W. Cedar Street, Sequim, WA 98382
PH (360) 683-4139 FAX (360) 681-3448

Request for Proposals – Personal Services CLASSIFICATION AND COMPENSATION STUDY

The City of Sequim, a municipal corporation of the State of Washington, seeks proposals from qualified firms or individuals to perform the following services:

(1) Complete a Classification and Compensation Study of public employers who are providing equitable services; and (2) Based on that study, determine if changes to existing position descriptions are needed; and if so, assist in the development of these descriptions; and (3) Based on that study, prepare a comparative analysis that identifies the City of Sequim’s competitive position in a comparative labor market, including comparative city employers; and (4) Based on that study, provide a recommendation for total salaries and benefits, including the total compensation package of insurance and other benefits (including paid leave); and (5) Based on that study, prepare recommendations for compensation structure, rules, and policies to maintain competitiveness, ensure internal and external equity, and position the organization for future development.

City Contact: Proposer’s submittal in response to this Request for Proposals (RFP) must be directed to the following City staffperson(s) or designee(s):

Emily Stednick, Human Resources Director
estednick@sequimwa.gov
[360-681-3423](tel:360-681-3423)

Response Deadline: 2:00 p.m. on July 31, 2023

Submittals including all requested information must be received by the City no later than the Response Deadline. Submittals received after that date and time will be rejected without review. Submittals that arrive on time, but are incomplete, will be rejected at the City’s discretion.

Method of Submittal: Submittals must be made electronically in pdf format, and transmitted by email to the City Contact. **The email must have “RFP FOR COMPENSATION SURVEY” in the subject line.** Automatic read/received confirmations are recommended but not required. It is Proposer’s responsibility to confirm the City’s receipt. The submittal must be no larger than 10MB.

Questions, Further Information, City Reservation of Rights: Questions about this RFP can be directed to the City Contact. Proposers are advised to monitor the [City's website, www.sequimwa.gov](http://www.sequimwa.gov), for further information, including possible amendments to this RFP. The City of Sequim in its sole discretion reserves the right to terminate this RFP process, elect not to award a contract, enter into an agreement with a firm that did not respond to the RFP, or modify the terms of this RFP at any time. The City reserves the right to ask for clarification of a proposal. The also City reserves the right to accept or reject any or all proposals, waive all minor technicalities and informalities, and accept the proposal or proposals determined to be most advantageous to the City. In no event will the City or any of its officers, officials, or employees be liable for or otherwise obligated to reimburse Proposer for any costs incurred in preparation of a submittal. By responding to this RFP, Proposer is certifying that they have read, understand, and agree that Proposer is able to competently perform work in accordance with the scope. All submittals received become the property of the City of Sequim. All City records may be subject to public disclosure unless they fall under a recognized exemption.

Submittal Requirements:

Submittals must include the following information:

- A cover letter/statement of interest demonstrating interest in the project and highlighting the consultant/firm's qualifications to meet the City's needs;
- Firm/consultant name, email address, mailing address, and telephone number;
- A statement of qualifications, including brief resumes of staff proposed to work on the project, focused on demonstrated ability to meet the criteria set out below and experience with similar projects;
- Description of the most recent projects performed over the last five years by the consultant/firm that included a similar scope of work.

Scope of Services:

The City of Sequim desires to keep its compensation packages for *non-represented employees* current. The City has access to the Association of Washington Cities salary survey database and information for evaluating pay scales. This project will involve evaluating 28-30 positions between seven departments, and one benefits package.

Minimum Qualifications:

N/A

Evaluation Criteria:

Submittals will be evaluated and ranked based on the following criteria:

- 1) Relevant Project Experience (40 pts)
- 2) Qualifications/Expertise of Consultant/Firm (20 pts)
- 3) Proposed Project Cost (20 pts)
- 4) Ability to Meet Schedule/Availability of Key Personnel (15 pts)
- 5) Past Performance/References (5 pts)

Interviews, if considered necessary, will be held based on an evaluation of the qualifications. The City may adjust the criteria or weighting in any manner it deems appropriate, but all submittals will be evaluated using the same criteria and weighting.

Selection Process:

All proposals will be reviewed and screened by the City Contact and any designees. The City Contact may convene a selection panel and/or schedule interviews with Proposers to assist in the award decision.

Any contract resulting from the City’s acceptance of a proposal will be in a form approved by the City Attorney and will reflect the specifications in this RFP as issued, or as may be amended by the City before contract execution. Proposer acknowledges and agrees that submission of a proposal signifies the Proposer’s agreement that the terms contained in the proposal are valid for at least 30 calendar days following the City’s receipt, or such other time period as may be mutually agreed in writing by City and Proposer.

Nondiscrimination and Equal Opportunity:

The City complies with state and federal laws prohibiting discrimination on the basis of any protected status.

In accordance with Section 504 of the Rehabilitation Act and the Americans with Disabilities Act, the City commits to nondiscrimination on the basis of disability in all of its programs and activities.

In accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §2000d to 2000d-4) and the Regulations, the City will affirmatively ensure that in this RFP process and in any contract entered into pursuant to this RFP, disadvantaged business enterprises will be afforded full and fair opportunity and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Women- and minority-owned business enterprises (WMBE) and veteran-owned firms are encouraged to respond to this opportunity.

Contractual Terms and Conditions:

The successful Proposer will be expected to execute a contract with the City of Sequim on a form that is approved by the City Attorney. *A sample of the City's "Personal Services Contract" is attached and may be modified at the City's discretion or as negotiated between City and selected Proposer.*

Proposer's standard contract may be used with preapproval by the City Attorney. If Proposer's proposal is incorporated by reference into the executed contract, the terms and conditions of the contract will have priority over any potentially contradictory language in the proposal.

PERSONAL SERVICES CONTRACT

The Parties to this Contract are the City of Sequim (“City”), a municipal corporation of the State of Washington, and [Click here to enter text.](#), a [Click or tap here to enter text.](#) licensed to do business in the State of Washington (“Contractor”), collectively the “Parties”.

In exchange for the compensation paid by the City under this Contract, Contractor agrees to provide the services specified in Attachment A, Scope of Services as attached and incorporated into this Contract. The services are briefly described as follows: [Click here to enter text.](#)

1. TERM OF CONTRACT

The term of this Contract begins on [Click here to enter a date.](#) and ends no later than [Click here to enter a date.](#) unless renewed or extended by mutual written agreement (see ¶5).

2. COMPENSATION

The City will pay for the services provided by Contractor under this Contract as follows: [Click here to enter text.](#)

Contractor may submit an invoice for payment no more frequently than once per month. The invoice must include a description of tasks / services performed in the billing period.

The Parties have agreed that the above amount is sufficient to compensate Contractor for the contemplated Services; however, the Parties may agree to additional compensation and/or an amended scope of services in an addendum to this Contract. If Contractor anticipates requiring additional compensation to complete the Services, whether as originally agreed or as agreed in an addendum, Contractor must include the request for the additional amount at the time the addendum is agreed to. Requests for additional compensation that have not been agreed to in writing or that are submitted more than 60 calendar days from the date the Contractor knew or should have known that additional compensation might become an issue, will be rejected by the City. All adjustments to compensation, scope, or term must be by mutual written agreement. Agreed extensions of time do not in and of themselves constitute a basis for any claim against the City for additional compensation. If Contractor fails to request additional compensation at the time the extension of time is agreed to, any additional compensation is waived.

3. TERMINATION OF CONTRACT

- a. Termination without cause. This Contract may be terminated by either Party at any time with 14 calendar days’ prior written notice to the other Party.
- b. The rights and remedies of the City provided in this subsection are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

4. FORCE MAJEURE

Contractor is not responsible for delay or default caused by fire, flood, riot, acts of God, or war if the event is beyond Contractor’s reasonable control and Contractor gives notice to the City immediately upon occurrence of the event causing the delay or default or that is reasonably expected to cause a delay or default.

5. RENEWAL; EXTENSION

This Contract will not automatically renew or extend. If the City desires to renew or extend, the City will provide written notice to Contractor of its desire to renew this Contract at least 5 business days before the scheduled termination date.

6. MERGER AND MODIFICATION

This Contract constitutes the entire agreement between the Parties. There are no understandings, agreements, or representations, oral or written, not specified within this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by both Parties.

7. SEVERABILITY

If any term of this Contract is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms is unaffected, and, if possible, the rights and obligations of the Parties are to be construed and enforced as if the Contract did not contain that term.

8. ASSIGNMENT AND SUBCONTRACTS; AUTHORITY

Contractor may not assign or otherwise transfer or delegate any right or duty without the City’s express written consent. Contractor is solely responsible for the performance of the services specified in Attachment A. Contractor does not have authority to contract for or incur obligations on behalf of the City.

9. NOTICE

All formal notices or other communications required under this Contract must be given by certified mail and are complete on the date mailed when addressed to the Parties at the following addresses, or alternate addresses as may be specified in writing:

CITY: Clerk’s Office
City of Sequim
152 West Cedar Street
Sequim WA 98382
(360) 681-3428

With a separate copy addressed to the City Attorney.

CONTRACTOR: [Click here to enter text.](#)
[Click here to enter text.](#)
[Click here to enter text.](#)
[Click here to enter text.](#)
[Click here to enter text.](#)
[Click here to enter text.](#)

This provision is not intended to apply to informal communications, which are commonly conducted by email.

10. APPLICABLE LAW AND VENUE

This Contract is governed by and construed in accordance with the laws of the State of Washington. Any action to enforce this Contract must be adjudicated exclusively in the County of Clallam.

11. SPOILIATION; NOTICE OF POTENTIAL CLAIMS

Contractor must promptly notify the City of all potential claims that arise or result from this Contract.

Contractor must also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to the City the opportunity to review and inspect the evidence, including the scene of an accident.

12. INDEMNITY AND HOLD HARMLESS; RCW TITLE 51 PROVISIONS

The Contractor must defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from and against any claim, injury, damage, loss or suit including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the City's sole negligence.

If claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Contractor and City, each Party is responsible and liable in proportion to its own negligence.

[~~strike out or remove this paragraph if not applicable~~]. If Contractor's services fall under RCW 4.24.115, Contractor's obligation to defend, indemnify, and hold harmless is only to the extent of Contractor's negligence.

Contractor must promptly pay any judgment rendered against the City or any City personnel for any claims or liabilities.

It is specifically and expressly understood that this indemnification constitutes Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, as to the City only, for the purposes of this indemnification. Waiver of Title 51 immunity allows Contractor's employees to sue Contractor, along with any other potentially liable parties, for injuries they incur on the City's premises during performance of this Contract. This waiver has been mutually negotiated and agreed to by both Parties as signified by their initials here: Contractor Authorized City Official.

[~~remove this paragraph if not applicable~~] *No employees*. If this box is checked, by executing this Contract Contractor is certifying under penalty of perjury under Washington state law that Contractor is a sole proprietor and currently has no employees. Contractor further certifies that any future employee(s) hired during the pendency of this Contract are prohibited from performing any aspect of this Contract unless and until the City receives an amended Contract that includes a Title 51 Waiver of Industrial Insurance.

13. INSURANCE

Contractor must obtain and maintain without interruption insurance of the types required below and must name the City as an additional insured in a form acceptable to the City Attorney. The insurance, its scope of coverage and limits must not be construed to limit the Contractor's liability to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

The Contractor's required insurance must be of the types and coverage described below [*check all that apply; strike out if not required*]:

Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage must be at least as broad as Insurance Services Office (ISO) form CA 00 01. If necessary, the policy will be endorsed to provide Contractual liability coverage. The minimum combined single limit for bodily injury and property damage must be \$1,000,000 per accident.

Commercial General Liability insurance must be written on a form at least as broad as ISO occurrence form CG 00 01 and cover liability arising from premises, operations, independent Contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured Contract. The City must be named as an insured under Contractor's Commercial General Liability insurance policy with respect to the work performed for City using ISO additional endorsement CG 20 10 01 and CG 20 37 10 01 or substitute endorsements providing equivalent coverage. The minimum limits must be no less than \$1,000,000 for each occurrence, \$2,000,000 general aggregate, and a \$2,000,000 products-completed operations aggregate limit.

Excess or Umbrella Liability insurance must have limits of not less than \$5,000,000 per occurrence and annual aggregate. The Excess or Umbrella Liability requirement and limits may be satisfied instead through the Contractor's Commercial General Liability and Automobile Liability insurance, or any combination thereof that achieves the overall required limits. Excess or Umbrella Liability insurance is excess over and at least as broad in coverage as the Contractor's Commercial General Liability and Automobile Liability insurance. The Excess or Umbrella insurance coverage will drop down when underlying policy aggregate limits are exhausted.

Builder's Risk Insurance. City requires that Contractor obtain Builder's Risk Insurance at Contractor's expense to cover construction of this new project. Insurance must be written in the amount of the completed value of the project with no coinsurance provisions.

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

Professional Liability insurance in the amount of \$2,000,000 per claim and in the aggregate.

City has agreed to waive insurance requirements due to the nature of the services contemplated under this Contract.

Original, signed insurance certificates and endorsements must be sent via email from Contractor's insurance broker/agent to the City. Additional Insured Endorsements must be provided along with the Certificate of Insurance. Additional Insured Endorsements must not (i) exclude "contractual liability"; (ii) restrict coverage to the "sole" liability of the Contractor; (iii) exclude "third-party-over-actions"; or (iv) contain any other exclusions contrary to this Contract. Contractor's Automobile Liability and Commercial General Liability insurance policies must contain or be endorsed to contain that they are primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City is excess of the Contractor's insurance and does not contribute with it.

If the Contractor maintains higher insurance limits than the minimums shown above, the City must be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, regardless of whether such limits are greater than those required by this Contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

The Contractor must provide the City with written notice of any policy cancellation within two business days of receipt of such notice. Contractor's failure to maintain the required insurance

constitutes a material breach of this Contract. If there is such a breach, the City may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate this Contract; alternatively, at its discretion the City may obtain or renew such insurance and pay the premiums due. Any money spent in this circumstance must be repaid to the City on demand, or at the City's sole discretion, offset against funds due to the Contractor.

14. ALTERNATIVE DISPUTE RESOLUTION; JURY TRIAL

The City does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The Parties have the right to enforce their rights and remedies in judicial proceedings. The City does not waive any right to a jury trial. However, the Parties agree to attempt to mediate in good faith before any litigation is commenced.

15. CONFIDENTIALITY; PROPRIETARY MATERIAL

Contractor will not use or disclose any information it receives from the City under this Contract that the City has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Contract or as authorized in advance by the City. The City will not disclose any information it receives from Contractor that Contractor has previously identified as confidential and that the City determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the Washington State Public Records Act, RCW 42.56.

Contractor agrees to identify and clearly highlight or segregate any material Contractor believes is proprietary before sharing it with the City or using it in performance of the services under this Contract. If Contractor believes certain material is proprietary and exempt from disclosure, Contractor must provide two copies of the material to the City, one copy with the purportedly proprietary information redacted, the other without redaction, and include a cover letter explaining the purpose of the submittal and including Contractor's legal basis for identifying the material as proprietary. Any material that has not been so identified by Contractor as potentially proprietary will be released to the public to the extent it does not contain other exempt material.

The duties of the Parties under this section to maintain confidentiality of information and protect proprietary material from disclosure continue beyond the term of this Contract.

Contractor has read, acknowledged, and specifically agrees to this paragraph: ____ [initials]

16. COMPLIANCE WITH RECORDS LAWS

Contractor understands that the City must disclose any non-exempt public record related to this Contract when required to do so pursuant to the Public Records Act or other lawful disclosure request, without regard to the location of the record or which Party possesses it. Records that Contractor has identified as confidential or proprietary (see ¶15) may be exempt from disclosure; however, the City's Public Records Officer (Clerk) makes the final decision on exempt status and will release all non-exempt records unless Contractor obtains a court order to the contrary within 30 calendar days of receiving notice from the City of the request for disclosure.

Contractor agrees to contact the City immediately upon receiving a direct request for documents related to this Contract and to comply with the City's instructions on how to respond to the request. If the City receives a request for records that Contractor has previously specifically identified as confidential or proprietary, the Clerk will provide Contractor with notice of the request so that Contractor can seek a court order preventing disclosure. The Clerk's notice to Contractor will be issued in compliance with the

City's adopted public disclosure guidelines on third-party notice and not the Notice provisions in this Contract.

Contractor further agrees to retain all records related to this Contract for the required Washington State Archivist retention period (RCW 40.14), which can be obtained from the City Clerk, and which is no shorter than six years following completion or termination of this Contract. City and Contractor can, by mutual written agreement, transfer possession of all records to the City at any time within the retention period. Contractor must not delete or destroy any potential public record without first consulting with the City Clerk and documenting the destruction as required by the Clerk.

Contractor agrees to fully cooperate with City instructions and deadlines when responding to a records request. City agrees to reimburse Contractor for Contractor's time spent in collecting and reviewing records if Contractor expends more than four hours on the task, provides a detailed invoice of time and activity to City, and the hourly rate is no more than \$ _____ [negotiated figure]. The City will pay no more than the total amount of \$ _____ [negotiated figure] for Contractor's time spent on responding to a record request related to this Contract.

Contractor has read, acknowledged, and specifically agrees to this paragraph: _____ [initials]

17. WORK PRODUCT, EQUIPMENT, AND MATERIALS

All work product, equipment or materials created or purchased under this Contract belong to the City and must be delivered to the City at the City's request upon termination of this Contract. Contractor agrees that all materials prepared under this Contract are "works for hire" within the meaning of the copyright laws of the United States and assigns to the City all rights and interests Contractor may have in the materials it prepares under this Contract, including any right to derivative use of the material. Contractor will execute all necessary documents to enable the City to protect its rights under this section.

18. INDEPENDENT ENTITY

Contractor is an independent entity under this Contract and is not a City employee for any purpose, including the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the Washington Unemployment Compensation Law, any State Retirement Program and the Washington Labor and Industries law. Contractor retains sole and absolute discretion in the manner and means of carrying out Contractor's activities and responsibilities under this Contract, except to the extent specified in this Contract.

19. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

Contractor agrees to comply with all laws, rules, and policies, including those relating to nondiscrimination, accessibility, and civil rights. Contractor agrees to timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes and unemployment compensation and workers' compensation premiums. Contractor must have and keep current at all times during the term of this Contract all licenses and permits required by law.

20. SURVIVAL OF CERTAIN PROVISIONS

The terms of this Contract and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Contract, survive the Contract and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the City will survive for a period equal to

any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

21. CITY AUDIT

All records, regardless of physical form, and the accounting practices and procedures of Contractor relevant to this Contract are subject to examination by the City or the City’s designee. Contractor must maintain all such records for at least three years following completion of this Contract.

22. PREPAYMENT

The City will not make any advance payments before performance by Contractor under this Contract.

23. BUSINESS LICENSE

Choose one; strike out the other.

City requires Contractor to have a current Washington state business license with a City of Sequim endorsement before execution of this Contract or, by mutual agreement when time is of the essence, after execution but before any compensation is paid. The City will verify Contractor’s business license status before execution of this Contract. Allowing a business license to be suspended or to lapse during the Contract term will be considered a breach. Business licenses are obtained and renewed through the State of Washington Department of Revenue: <https://dor.wa.gov/manage-business/city-license-endorsements/sequim>.

OR

City has agreed to waive the City business license requirement because Contractor claims to meet an exemption under Sequim Municipal Code 5.04.080, subsection **Click or tap here to enter text.** and has certified that the foregoing is true and correct under penalty of perjury under Washington law by initialing this paragraph and executing this Contract. **[initials]**

24. TAXPAYER ID

Contractor’s federal employer ID number is: **Click or tap here to enter text.** . If using Social Security number, insert last four digits only. City will require a completed and signed W-9 form prior to payment.

25. PAYMENT OF TAXES BY THE CITY

Any applicable sales tax is included in the Contract price.

26. EFFECTIVENESS OF CONTRACT

This Contract is not effective until fully executed by both Parties.

[City Use Only] The Effective Date of this Contract is ___ day of _____, 20__.

<p>CONTRACTOR</p> <hr/> <p>Printed Name Click or tap here to enter text. Title Click or tap here to enter text. Date of Contractor Signature: _____ City/State Where Signed: _____</p>	<p>CITY OF SEQUIM</p> <hr/> <p>Printed Name Title Date of Signature: _____</p>
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(Also remember to initial where indicated on previous pages)

DEPARTMENT APPROVAL:

Printed Name:

Title:

Department:

Date of Signature:

Administrative Services Review:

APPROVED AS TO FORM:

Kristina Nelson-Gross, City Attorney

Date of Signature: _____