

REQUEST FOR PROPOSAL



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

DATE ADVERTISED: **December 14, 2006**

RFP Title: **Employee Performance Management System Project**

Requesting Dept./ Div.: **King County Department of Executive Services – Human Resources Division**

RFP Number: **104-07CMB**

Due Date: **January 25, 2007 – no later than 2:00 P.M.**

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

Pre-Proposal Conference:

A conference to discuss questions related to this RFP shall be held at **10:00 a.m. on Tuesday, January 9, 2007**, in Conference Room 8A on the 8th Floor of the Exchange Building, 821 Second Avenue, Seattle, WA 98104.

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

**King County Procurement Services Section
Exchange Building, 8th Floor
821 Second Avenue
Seattle, WA 98104-1598**

Office Hours - 8:00 a.m. - 5:00 p.m.
Monday - Friday

SUBMITTERS MUST COMPLETE AND SIGN THE FORM BELOW (TYPE OR PRINT)

Company Name		
Address		City/State/Zip Code
Signature	Authorized Representative / Title	
E-mail	Phone	Fax
Prime Proposer SEDB Certification number (if applicable - see Section II, Part 5 of this RFP)		
Sub-Consultants SEDB Certification numbers (if applicable)		

This Request for Proposal will be provided in alternative formats such as Braille, large print, audio cassette or computer disk for individuals with disabilities upon request.

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

Sealed proposals are hereby solicited and will be received only at the office of the King County Procurement Services Section at 821 Second Avenue, 8th Floor, Seattle, Washington, 98104 no later than 2 p.m. on the date noted above regarding the *Employee Performance Management System Project* for the *King County Department of Executive Services – Human Resources Division*. These services shall be provided to King County in accordance with the following and the attached instructions, requirements, and specifications.

Submittal: King County requires the Proposer to sign and return *this entire Request for Proposal (RFP) document*. The Proposer shall provide *one unbound original* and *seven (7) copies* of the proposal response, data or attachments offered, for *eight (8) items* total. The original in both cases shall be noted or stamped "Original".

Pre-Proposal Conference: A conference to discuss questions related to this RFP shall be held at 10:00 a.m. on Tuesday, January 9, 2007, in Conference Room 8A on the 8th Floor of the Exchange Building, 821 Second Avenue, Seattle, WA 98104. See link for driving instructions.

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

Questions: After the Pre-Proposal Conference, Proposers will be required to submit any further questions in writing prior to the close of business Friday, January 12, 2007 in order for staff to prepare any response required to be answered by Addendum. Questions are best received and most quickly responded to when sent via e-mail directly to the following King County procurement personnel: *Primary* – Cathy Betts, Buyer cathy.betts@metrokc.gov / *Secondary* – Roy L. Dodman, Senior Buyer roy.dodman@metrokc.gov. Questions may also be sent via email to the address above.

SECTION I – GENERAL INFORMATION

- A. King County is an Equal Opportunity Employer and does not discriminate against individuals or firms because of their race, color, creed, marital status, religion, age, sex, national origin, sexual orientation, or the presence of any mental, physical or sensory handicap in an otherwise qualified handicapped person.
- B. All submitted proposals and evaluation materials become public information and may be reviewed by appointment by anyone requesting to do so *at the conclusion* of the evaluation, negotiation, and award process. This process is concluded when a signed contract is completed between King County and the selected Consultant. Please note that if an interested party requests copies of submitted documents or evaluation materials, a standard King County copying charge per page must be received prior to processing the copies. King County *will not* make available photocopies of pre-printed brochures, catalogs, tear sheets or audio-visual materials that are submitted as support documents with a proposal. Those materials will be available for review at King County Procurement.
- C. No other distribution of proposals will be made by the Proposers prior to any public disclosure regarding the RFP, the proposal or any subsequent awards without written approval by King County. For this RFP all proposals received by King County shall remain valid for ninety (90) days from the date of submittal. All proposals received in response to this RFP will be retained.
- D. Proposals shall be prepared simply and economically, providing a straightforward and concise but complete and detailed description of the Proposer's abilities to meet the requirements of this RFP. Fancy bindings, colored displays and promotional materials are not desired. Emphasis shall be on completeness of content.
- E. King County reserves the right to reject any or all proposals that are deemed not responsive to its needs.
- F. In the event it becomes necessary to revise any part of this RFP, addenda shall be created and posted at the King County Procurement web site. Addenda will also be conveyed to those potential submitters providing an accurate e-mail address. If desired, a hard copy of any addenda may be provided upon request.
- G. King County is not liable for any cost incurred by the Proposer prior to issuing the contract.
- H. A contract may be negotiated with the Proposer whose proposal would be most advantageous to King County in the opinion of the King County Department of Executive Services, all factors considered. King County reserves the right to reject any or all proposals submitted.

- I. It is proposed that if a selection is made as a result of this RFP, a contract with a fixed price/prices will be negotiated. Negotiations may be undertaken with the Proposer who is considered to be the most suitable for the work. This RFP is primarily designed to identify the most qualified firm. Price and schedule will be negotiated with the "first choice" Proposer; negotiations may be instituted with the second choice and subsequent Proposer until the project is canceled or an acceptable contract is executed.
- J. This RFP shall be available for use by all King County Departments, Divisions and Agencies. If orders will be placed by the County's Transit Division, the Contractor will be required to sign and comply with the Federal Transit Administration's (FTA)'s required documentation. This RFP may also be used, as appropriate and allowed, by other governmental agencies and political sub-divisions within the State of Washington.
- K. The contents of the proposal of the selected Proposer shall become contractual obligations if a contract ensues. Failure of the Proposer to accept these obligations may result in cancellation of their selection.
- L. A contract between the Consultant and King County shall include all documents mutually entered into specifically including the contract instrument, the original RFP *as issued* by King County, and the response to the RFP. The contract must include, and be consistent with, the specifications and provisions stated in the RFP.
- M. News releases pertaining to this RFP, the services, or the project to which it relates, shall not be made without prior approval by, and then only in coordination with, the King County Department of Executive Services.
- N. King County Code 4.16.025 prohibits the acceptance of any proposal after the time and date specified on the Request for Proposal. There shall be no exceptions to this requirement.
- O. King County agencies' staffs are prohibited from speaking with potential Proposers about the project during the solicitation.

Please direct all questions to:

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

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

NOTE: Documents and other information is available in alternate formats for individuals with disabilities upon advance request by calling Mary Lou Allwine at 206-296-4210 or TTY711.

- P. Protest Procedure - King County has a process in place for receiving protests based upon either proposals or contract awards. If you would like to receive or review a copy, please contact the Buyer named on the front page of this document or call Procurement Services at 206-684-1681.
- Q. Term Service Requirement

If a contract is awarded based on this RFP, it may contain the following provision:

Contract Extension

The initial contract period will be for one (1) year from the start date of the contract. The term of the contract may be extended in one (1) year increments for two (2) additional one-year periods for a total contract duration of three (3) years, in accordance with the County's best interest and at the sole option of the County. Prices shall remain firm for the duration of the contract period. Reasonable price changes based on market conditions and price/cost analysis *may* be requested, if such escalations are based on changes in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers ("CPI-U") for the Seattle-Tacoma-Bremerton Statistical Metropolitan Area for the preceding calendar year. You may obtain information about the CPI-U in general and the Seattle area in particular by visiting the United States Bureau of Labor Statistics web site at <http://www.bls.gov/cpi/>. In the event the CPI-U (or a successor or substitute index) is no longer published, a reliable government or other non-partisan index of inflation selected by the County shall be used to calculate any adjusted amounts.

Requests for any such changes are to be made in writing to the Department of Executive Services, and approved by the County Executive or his/her designee. Any agreed-to change shall take effect at the time of the contract extension and shall remain in effect throughout the extension period. The parties hereto recognize that such changes could be increases or decreases in the prices; both parties are entitled to benefit from such price changes.

- R. Electronic Commerce and Correspondence. King County is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most Invitations to Bid and Requests for Proposal, as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at <http://metrokc.gov/procurement>. Please refer to the "RFPs, RFQs & ITBs / New / Consultants" portion of the site (note: some documents or portions thereof may not be posted on the site. Please note any special messages regarding a particular solicitation). This information is posted at the Web Site as a *convenience* to the public, and is not intended to replace the King County process of formally requesting bid documents and providing the County with contact information for the potential proposer. Each proposer bears the responsibility to confirm the completeness and accuracy of all documents pertaining to a given solicitation, including the receipt of all issued addenda.

If a Proposer downloads a document from the Web Site and does not contact the Procurement Office to obtain a hard copy, the proposer *must* register with the County via the Procurement website. To register, access "Contact Us" on the left side of the screen, then "Vendor Registration". As this point you will need to submit complete information regarding your company and primary contact, as well as additional information you feel is relevant. Please note which document/documents were downloaded.

After proposals have been opened in public, the County will post a listing of the consultants submitting proposals at the King County Internet site. Please refer to the "RFPs, RFQs & ITBs / Awarded / Consultants" portion of the site for a listing, as well as a notification of a final award.

Unless otherwise requested, letters and other transmittals pertaining to this RFP will be issued to the e-mail address noted in our files, and after submittal, noted on the first page of this document. If other personnel should be contacted via e-mail in the evaluation of this proposal, or to be notified of evaluation results, please complete the information in the table below.

Contact Name	Title	Phone	E-mail address

- S. Washington State Public Disclosure Act (RCW 42.17) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged.
- T. Proposals submitted under this RFP shall be considered public documents and with limited exceptions proposals that are recommended for contract award will be available for inspection and copying by the public. King County may request an electronic copy of your proposal response at a later time for this purpose. This copy may be requested in MS Word format, and delivered either by e-mail or directly delivered on CD.

If a Proposer considers any portion of his/her proposal to be protected under the law, the Proposer shall clearly identify on the page(s) affected such words as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." The Proposer shall also use the descriptions above in the following table to identify the effected page number(s) and location(s) of any material to be considered as confidential (attach additional sheets as necessary). If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the law. If the material is not exempt from public disclosure law, the County will notify the Proposer of the request and allow the Proposer ten (10) days to take whatever action it deems necessary to protect its interests. If the Proposer fails or neglects to take such action

within said period, the County will release the portion of the Proposal deemed subject to disclosure. By submitting a Proposal, the Proposer assents to the procedure outlined in this paragraph and shall have no claim against the County on account of actions taken under such procedure.

Type of exemption	Beginning Page / Location	Ending Page / Location

- U. Proposers are urged to use recycled/recyclable products and both sides of paper for printed and photocopied materials, whenever practicable, in preparing responses to this RFP.
- V. During the solicitation process, King County strongly discourages the transmittal of Company information, brochures, and other promotional materials, other than address, contact and e-mail information, prior to the due date of proposals. Any pre-packaged material received by a potential proposer prior to the receipt of proposals shall not be reviewed by the County.
- W. Bid Identification Label: Please see the Bid Identification Label on the last page of this document.

SECTION II – PROJECT SPECIFICATIONS AND SCOPE OF WORK.

PART 1 - INTRODUCTION

King County's Human Resources Division is seeking master consulting expertise to assist with the further design and implementation of an *Employee Performance Management Business System* that includes:

- Employee performance and accountability system
- Succession planning and management system
- Performance-compensation business systems relationship

This new business system will initially cover all employees in the County's Executive Branch departments, (approximately 11,000) and will replace the current County *Performance Appraisal and Merit Pay System*. The business system will be based on best practices and be designed to align with the Peoplesoft v. 8.9 performance management and succession planning modules. The project will use the model of collaboration with stakeholders to design and implement the system based on the Human Resources Unification Program model (see Part 2 - Background).

This project supports the King County Executive's strategic direction toward a high performance government and connects to the County Executive's broader performance measurement initiative (KingStat). The employee performance and accountability system will set meaningful performance goals that link employee performance with the County's goals and mission.

This project was initiated in response to internal and external studies that underscore the need for the County to develop performance management and succession planning best practices. Specifically, the project will address the following issues:

- While employees receive some form of feedback, many employees (primarily represented) do not benefit from structured feedback on their performance or planning for their professional development.
- Recent studies show that about 63% of the County employees are age 45 or older and that approximately 30% of the County's workforce will be eligible to retire in the next five years.
- The current performance appraisal and merit pay system needs to be re-evaluated and updated.

Consultant assistance is sought to assist the County with the design and implementation of the new system. The consultant will provide employee performance management design and implementation expertise for the detailed design, pilot testing and proving, implementation planning, implementation, evaluation and renewal of the project. The first phase of the project, conceptual design, was completed in 2006 using internal resources and an external consulting resource.

The County intends to automate this business system in 2008, using PeopleSoft version 8.9. The consultant, as part of the project team, will work with County Technical Resources to design the business process in a way that aligns with the Peoplesoft v. 8.9 performance management module. (The decision of whether to use the enhanced module, e-Performance, has not yet been made.)

The business system developed under this contract will be designed to initially cover all employees in the Executive Branch departments with sharing of best practice and business process with other agencies in the County. The long term intent is to have a comprehensive countywide employee performance management system.

PART 2 – BACKGROUND

A. King County organization

King County is located on Puget Sound in Washington State, and covers 2,134 square miles making it twice as large as the average county in the United States. With more than 1.8 million people, it ranks as the 13th most populous county in the nation. King County provides vital services including public safety, health, transportation and environmental quality. For a description of the regional, sub-regional and local services of the County, visit the County's website at www.metrokc.gov.

King County is comprised of the Executive Branch led by the County Executive, the elected executive officer of County government, the Metropolitan King County Council, the Prosecuting Attorney, District Court and Superior Court. Within the Executive Branch are two agencies lead by separately elected officials, Department of Assessments and the Sheriff's Office, as well as six major departments headed by appointed Department Directors. The Executive Departments are Adult and Juvenile Detention, Development and Environmental Services, Community and Health Services, Executive Services, Public Health, Natural Resources and Parks, and Transportation.

B. Workforce Demographics

The County employs approximately 13,000 FTE (full time equivalents) and 4,000 temporary workers. The majority of employees (11,000 FTEs) work in the Executive Branch departments. The workforce is mainly centralized in downtown Seattle offices, but has employees located in many field offices located throughout the county. The workforce is approximately 90% represented. The County currently has 67 bargaining agreements setting forth the wages, hours of work and other terms and conditions of work for its represented workforce. With over 90 bargaining units, this presents a very complex labor relations landscape. The County wishes to maintain positive working relationships with the unions that represent County employees.

The County is concerned about the impacts of an aging workforce, and like other public sector agencies, approximately 30% of the County's workforce is eligible to retire in the near future. Sixty-three percent of the workforce is aged 45 or older. Given this profile, the Human Resources Division sees the succession planning component of this project as critical to help position the government to accomplish its mission into the future.

C. Current performance management system

King County is based on a charter that provides for a personnel system that assures recruitment, selection and retention of County employees on the basis of merit, the development of a County career service, promotion on the basis of demonstrated ability and compensation and personnel practices which keep the County system competitive.

The County Code calls for personnel guidelines that shall include employee performance evaluations. The County's current Performance Appraisal and Merit Pay System was implemented in 1974. In general, the merit pay review system applies to the 1,100 non-unionized employees (mostly career service.) Employees represented by unions may participate in the merit review process subject to provisions negotiated in their respective bargaining agreements.

The County's existing annual performance appraisal system is a paper based process. The system consists of a category rating performance appraisal tool, with general rating criteria using a 1 – 5 scale. Merit pay in the form of a pay step increase is awarded according to performance level and current position in the pay range (approximately 2.5% difference in pay between steps or ranges.) Merit pay over the top of the range is provided when an employee demonstrates continuous outstanding performance. The merit pay provisions are outlined in the County code. Recent internal surveys of department management confirmed the need to re-evaluate and update the existing system.

D. Background: Driving forces and opportunities

1. Human Resources Unification Project

In February of 2002 with Executive sponsorship, the Human Resources Division Director, along with the HR community, initiated a systematic organization and process re-design project with the objective of positioning the government to provide high quality, cost efficient human resources services within budgetary and resource constraints. This effort is called the Human Resources Unification Project (HRUP).

The project involved the design and implementation of an integrated human resource service delivery system enhancing King County's ability to successfully navigate in a challenging legal environment. The major elements of the project included:

- Development of the required infrastructure necessary to effectively support the County's HR needs;
- Process and procedure reengineering and enhancements to ensure effective service provision and legal defensibility.

The Unification project has made great strides in transforming the culture of HR across executive departments. Much of this success is due to the collaborative team approach utilized throughout the project.

Unification is the alignment of all of King County's HR resources into a unified community that is committed to the following interdependent goals:

- a. Providing effective HR service delivery to support all HR management needs including:
 - Creating efficiencies by streamlining processes and providing for the most efficient and effective use of countywide HR resources;
 - Ensuring service delivery is tailored to meet unique business needs of diverse agencies; and
 - Clarifying roles, relationships, authorities and accountabilities as necessary throughout the HR Service Delivery System.
- b. Establishment of integrated HR practices which are fair, equitable, consistent and legally defensible, including:
 - Ensuring consistent interpretation, application and compliance with policy and governing regulations;
 - Reducing risk exposure;
 - Enhancing the expertise and competency of HR practitioners;
 - Providing consistent advice and consultation; and
 - Improving communication and easier access to HR policies and procedures.

The model's overall approach to achieving these interdependent goals in the Executive Branch has been the development of an organized infrastructure including:

- Centrally led countywide HR policy/process development and maintenance (via the HR Cabinet); and
- Distributed delivery of HR services headed by designated HR Service Delivery Managers who lead and/or access the required HR resources in a manner which effectively meets the business needs of each client agency.

The employee performance management system project will use the structure and processes of the Human Resources Unification model and collaborate with stakeholders in the development and implementation of the system.

2. Quantifiable Business Case

In July 2004, a business improvement study, the Quantifiable Business Case (QBC), was conducted by Dye Management Group for King County. The QBC was a rigorous evaluation of the County's financial and administrative processes. The report stated that "while the County is a \$3 billion a year enterprise, it is lacking in modern processes and systems."

The report identified high payback improvement opportunities, including practices to improve workforce performance. Specifically, the analysis of the human resources business area resulted in five high payback areas with the potential to significantly increase the effectiveness and efficiency of King County.

Included in the five high payback areas are:

- “Implement performance management best practices. This allows training investment to be focused on higher priority needs and encourages quality employees to stay at the County.”
- “Develop and implement succession planning practices. This will provide a clear plan to address the inevitable retirement or turnover of employees in key positions.”

The Human Resources Division is pursuing the design and implementation of performance management and succession planning best practices through the scope of this contract.

3. Accountable Business Transformation

Building on the *Quantifiable Business Case* study, in June 2003, King County endorsed a preferred vision for a business transformation process to further implement aligned business practices and move to one core financial system (Oracle) and one core human resource/payroll system (PeopleSoft). This process is called Accountable Business Transformation (ABT). Currently, about one-third of the Executive Branch departments are on the Peoplesoft system. The migration to single systems is expected to occur gradually over a period of years. In addition, effective utilization of the expanded functionality available in these systems will significantly further these efforts and will provide a contemporary County platform for consistent HR/payroll processes that align with best practices.

The ABT addresses the cultural and organizational changes necessary to bring contemporary human resources, payroll, budget and financial best practices to King County government. The transformation has already begun in the area of HR and will be further realized through effective cultural, structural and business process change facilitated by the HR Unification business model and enabled and supported by the technology provided by Oracle and PeopleSoft.

4. ABT HR Implementation Plan

In 2005, the Human Resources Division submitted a plan to implement the Accountable Business Transformation in the human resources area to the Metropolitan King County Council, which defines the business model that will be used to determine culture, structure and process necessary to realize the benefits of the integrated HR system and the high payback opportunities identified in the QBC report based on the assessment of King County. The HR Division is currently updating this plan. This plan is called the *ABT HR Implementation Plan*.

The Human Resources ABT program has the following components:

- Refine and Standardize collective bargaining process and align union contract provisions;
- Improve recruitment, retention and promotion of employees based on performance;
- *Implement Performance management best practices;*
- *Develop and implement succession planning policies;*
- Automate, integrate and consolidate HR business processes and systems;
- Implement a quality assurance oversight program for HR; and
- Align Human Resources practices Countywide.

Accountable Business Transformation is not just a migration from one system to another, rather it is a transformation of business processes, systems and organizations, which are enabled, supported and enhanced by PeopleSoft functionality in the case of Human Resources. The transformation process involves assessing the current environment and business processes, modifying those processes to conform to best practice as supported by the PeopleSoft functionality and mapping the transformed processes to the new technology systems to ensure maximum benefit to King County.

5. Human Resources alignment across the county

The initial focus of the HR Unification Program has been within the Executive Branch departments. In order to maximize the benefits of aligning the HR model countywide, the development of effective partnerships throughout the entire government is the next logical and necessary step. The King County

Council has adopted policies that direct the county to align all county human resources practices and procedures to ensure that business needs are met through legally defensible human resources practices.

One of those policies provided guidance that principles of HR alignment would be extended to the other agencies in the Executive Branch (King County Sheriff's Office, Department of Assessments) and also to the other non-Executive Branch County agencies (King County Council, Prosecuting Attorney's Office, District Court, Superior Court.) The goal is to partner effectively across all branches of the government to improve and align HR business practices as necessary.

6. Benchmarking Best Practices

During 2003 – 2006, the Human Resources Division conducted best practice research of employee performance management and succession planning in both public and private organizations. Numerous reports were reviewed, including the recent *Performance Management 2006*, a Bersin & Associates Industry Study. The study includes responses from 550 HR and Training Managers from public and private sector organizations in the US and other countries.

The project team completed a *Best Practices* report in July 2006, as part of the conceptual design phase of the project. Findings from the best practice research have been incorporated into the conceptual design for the employee performance and accountability and succession planning and management systems.

7. Internal Surveys

In 2004, the Human Resources Division conducted internal surveys and studies to get feedback from various levels of management within King County. These survey results based on section manager feedback on the performance appraisal process, a review of the performance appraisal system by the Line Management Advisory Board, and recommendations of a Director's High Performance Workforce Committee. The results of these surveys and studies are included in a report on King County performance management, which summarized this information and set out a project approach.

The report calls for a performance management system for King County that would refer to the collective scope of an annual, yet ongoing employee evaluation process that clearly links an employee to specific job duties; establishes individual goals that are linked to organizational goals and business process outcomes; provides a tool for ongoing performance feedback; and a system that creates opportunities for dialogue about employee development, career planning, training, coaching and 360 degree feedback, as appropriate. Information from the internal surveys and studies has been incorporated in the conceptual design phase of this project.

8. Conceptual Design

In July, 2006, a conceptual design for the employee performance and accountability system was developed by internal resources and the Human Resources Division's external consultant for the Human Resources Unification Program using best practice research and the results of the internal survey and studies.

To initiate collaborative program development and to solicit stakeholder feedback and input on the design, thirty meetings were conducted with Executive Branch department and division management teams during August and September 2006. In addition, the Joint Labor Management Partnership Committee, a committee with representatives of many of the County's union representatives, was briefed in August 2006.

Each meeting was summarized and a final report on the first phase of the project, the conceptual design, was completed that reflects the best practice research and input from management and unions. Highlights of the report include key cross organizational issues raised by management and unions, principles to assure consistency across all Executive departments, specifications for designing the performance management system and implementation recommendations. The report will guide the detailed design and implementation work of the project.

9. Automation

PeopleSoft is the technology solution that will be utilized to align all County human resources practices and procedures to ensure that the business needs are met through legally defensible human resource practices. The PeopleSoft system will be assessed to identify which of its functionalities will further the goals of the Human Resources Unification Project. Adopted policies and procedures must be defined in a manner which is compatible to PeopleSoft to maximize the usefulness of the system to improve HR.

Implementing PeopleSoft functionality to support employee performance management and succession planning and management is planned to be completed in PeopleSoft Version 8.9 in 2008 or beyond. While the PeopleSoft upgrade to version 8.9 is scheduled to be completed in 2007, the employee performance management and succession planning business improvement projects will be developed concurrently and will be conducted by HRD to improve employee performance management and succession planning and management processes.

During 2006 and 2007, information gathered and researched during the course of the conceptual design and detailed design phases of the project, will lead to specific technical system requirements to be addressed after the PeopleSoft Upgrade is complete (when PeopleSoft 8.9 functionality is available).

The County is in the process of hiring a Human Resources Implementation Plan Project Manager in the ABT Program Management Office. The HRIP project manager will provide technical and functional support in the analysis and design of the new PeopleSoft based performance management system.

10. KingStat

The Executive branch is working to significantly increase the role of performance measurement and management in policy decisions and in achieving results. In April of 2006, a performance measurement director was hired to coordinate the implementation of performance measurement among the executive departments. "KingStat" is the name of the program.

KingStat is the Executive Branch's process for setting top-down direction, linking department objectives to County goals, and measuring progress towards key result area performance expectations. KingStat is designed to inform the County Executive about how the Executive branch departments are achieving County goals.

At the heart of KingStat is a regularly occurring management meeting where key decision-makers share and discuss performance data to help inform policy decisions and achieve results. KingStat meetings will be conducted both at the Executive and department level to ensure that departments stay focused on top priorities, track changes over time, and use performance information to improve program effectiveness. Although the initial focus of KingStat is on the Executive level meetings, another important goal of KingStat is to have departments improve their use of performance information to manage and plan their operations

The KingStat program and the employee performance management project are closely linked and regular coordination meetings are being conducted to integrate the two systems. The section of the system that outlines how goals are integrated will be designed in conjunction with the performance measurement director.

11. King County Metropolitan Council Direction

The King County Metropolitan Council has directed the Executive to submit a plan for a comprehensive performance management system to the Council by May 1, 2007. At this time, Human Resources management intends to respond to this direction with an initial focus on the Executive Branch departments and sharing of best practice and business process with other agencies in the County.

The reports and studies in the background section of this scope of work are provided to give the applicants a sense of the work that has been done to this point. Most of these reports are internal to the county. In the County's opinion, applicants do not need to review this information in order to make

a proposal on the scope of work. These documents and reports will be provided to the successful consultant.

PART 3 – SCOPE OF WORK

A. Expected Outcomes from an Employee Performance and Accountability System

The following are outcomes the County expects to achieve:

1. The “Performance Appraisal and Merit Pay System” will be designed to reflect best practices and will be integrated with the Employee Performance and Accountability System. The design will clearly state the relationship between pay and performance.
2. Employee performance and accountability will improve throughout the Executive Branch of King County Government because managers, supervisors and employees are consistently using an “Optimal Performance Cycle” to set work expectations, mutually review performance progress and work together to resolve gaps between expectations and performance outcomes.
3. A performance improvement process (not part of the performance correction process) will be available to and used by supervisor and employee when the “Optimal Performance Cycle” process does not resolve performance issues.
4. Supervisors and employees will have the following options available for their use to help resolve performance issues – when other methods are not getting the desired results:
 - a. Consistent properly conducted and documented formal performance correction process.
 - b. Person-Work Best Fit Process that includes:
 - Best fit analysis
 - Re-fit planning
 - Inplacement services
 - Outplacement services
5. King County's Succession Planning and Management System will be linked with the Employee Performance and Accountability System and in the “Optimal Performance Cycle” where focus is placed on professional growth goals and plans (technical and behavioral). Succession “work” becomes a part of the work performance expectations for which an employee will be held accountable.
6. Succession Planning and Management System will be designed as specified by HR Management. An initial concept is included in the conceptual design description in this document.
7. PeopleSoft performance management and succession planning modules will be used to enhance the Employee Performance and Accountability System and Succession Planning and Management Systems.
8. There will be a clear, well-understood philosophy, policy and set of guiding principles regarding the relationship of performance & accountability and compensation.
9. County managers and supervisors will know how to properly use the Employee Performance and Accountability System so it is consistently applied throughout the County Executive Branch.
10. The Employee Performance and Accountability System will be tailored to fit the unique needs of each Executive department and division.

11. A process and organizational discipline will be in place to enable a significant cultural change¹ in the way supervisors and employees think and talk about performance and accountability.
12. The Employee Performance Management System users will feel ownership of the system because they will have been a part of developing, testing and installing in their unique place of business. (Human Resource Unification model)
13. Labor organizations will encourage the use of the Employee Performance and Accountability System in King County Government because its proper application will support their missions. Labor representatives will have been partners with the County in the development, testing and installation of the Employee Performance and Accountability System and the County will have bargained its implementation.

B. Conceptual Models and Explanations

Please note that these concepts are based on extensive internal planning and research as described in this document and reflect current thinking and directions. Although the County intends to continue the detailed design and implementation of the business systems in this direction, proposers may suggest enhancements or other models or approaches as long as they address the County's fundamental business requirements as described herein.

1. Employee Performance and Accountability Business System

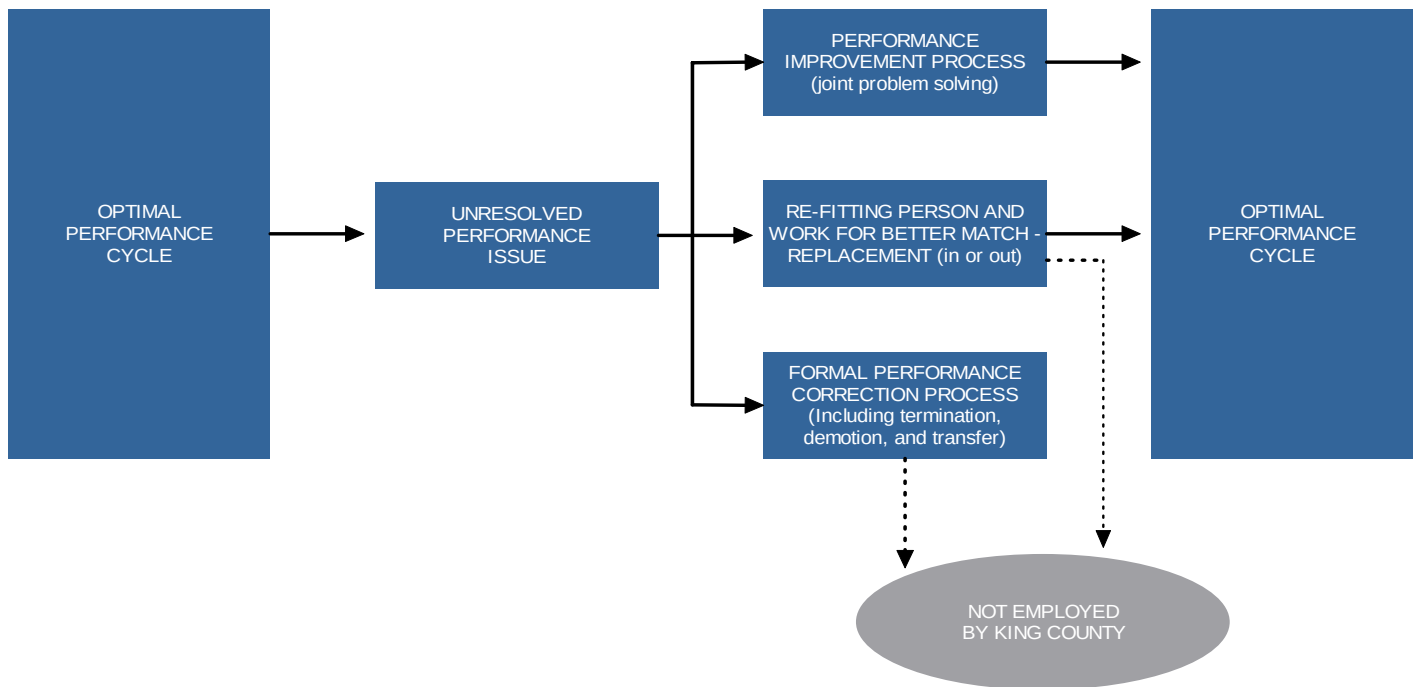
The employee performance and accountability business system will be comprised of the components shown in the following diagram. The primary focus of this system is to help employees stay in the optimal performance cycle.

If performance problems arise and they are not resolved within the Optimal Performance Cycle, the supervisor can choose from among three options to help the employee return to optimal performance:

- Performance improvement process,
- Refitting person and work for better match or replace in or out of the County, and
- The formal performance correction process.

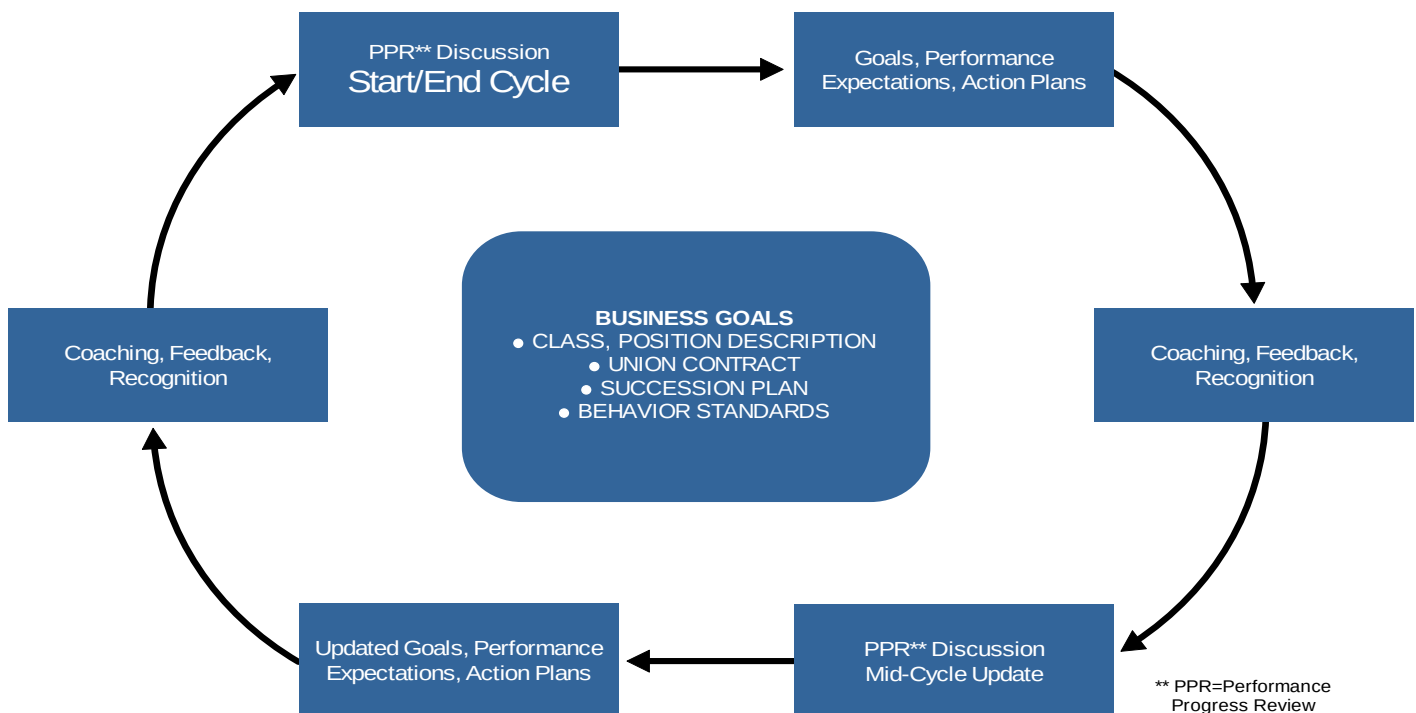
¹ Here is a description of what we want the cultural change associated with the Employee Performance and Accountability System to look like:

- Supervisor and employee will openly and respectfully exchange views, expectations, concerns and ideas about performance and accountability.
 - Performance issues will be resolved as they occur. Supervisor-employee performance discussions do not need to wait until an official performance discussion time.
 - Supervisors will ask employees what the supervisor might consider doing to help the employee achieve work performance goals.
 - In the spirit of mutual learning, supervisors and employees will give each other feedback about what the other is doing well that contributes to the employee's optimal performance – and requests for changes that will help improve employee performance.
 - Supervisor and employee will work jointly to resolve performance problems.



2. Optimal Performance Cycle

At the heart of a successful employee performance and accountability system is the supervisor-employee interaction. The diagram below illustrates this interaction in performance management terms: the optimal performance cycle.



The annual performance cycle can begin at a time most compatible with the work unit business cycle. At the beginning of the annual cycle, the supervisor and employee set individual goals that should include:

- High priority, vital few work goals
- Performance enhancement goals
- Career development goals, including those in response to a succession planning needs

All employees will have a common set of additional expectations that include countywide code of conduct and business specific code of conduct expectations.

Supervisor-employee interaction continues throughout the year with the following steps in the cycle:

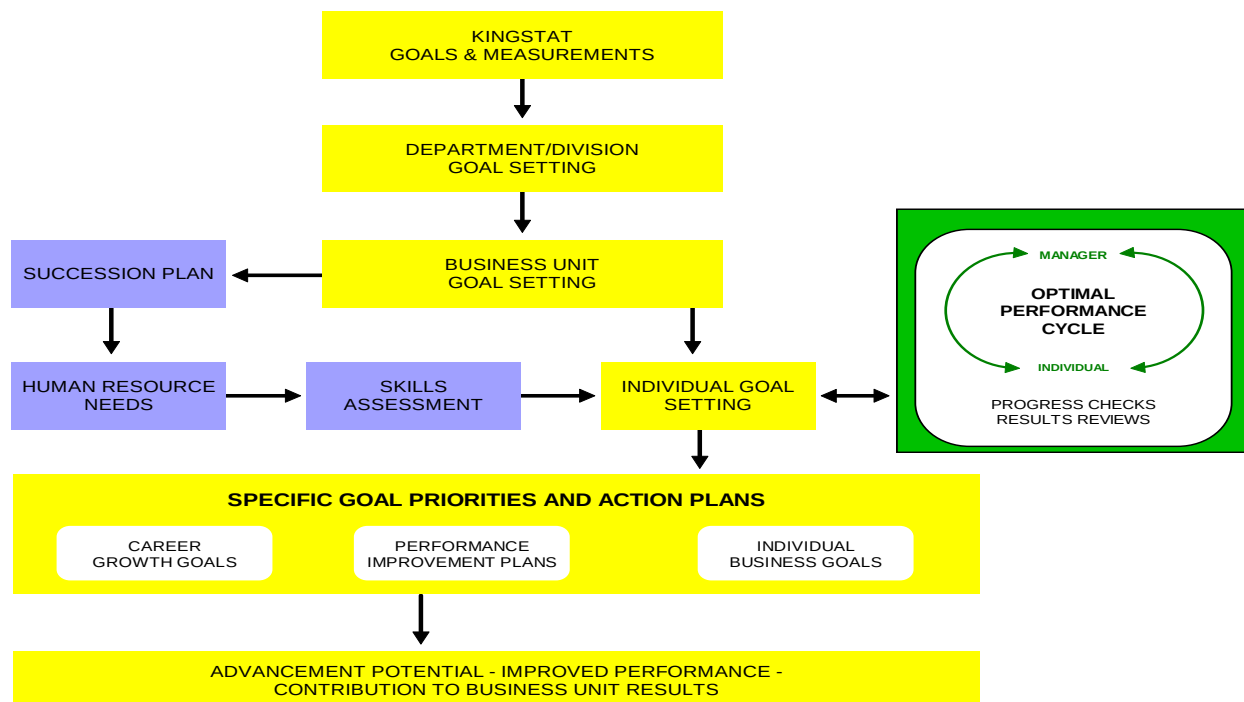
- Goal setting, expectation and action planning
- Ongoing performance feedback
- Coaching and recognition throughout the cycle
- Providing the opportunity for leaders to document feedback whenever it occurs throughout the cycle
- Mid-cycle update
- End cycle performance progress review

Departments will have the option to include employee self evaluation, 360 degree evaluation and employee feedback to supervisor.

3. Business Goal – Individual Goal Integration

One important objective of the County's Employee Performance and Accountability System is to make sure that each employee's work goals are aligned with and are contributing to the work unit's business goals. Individual employee career growth and/or performance improvement goals can also be included with business goals.

The Goal Integration Model below illustrates how the employee's individual goals and action plans can relate to business goals and performance and to succession planning for the business unit.



4. Succession Planning and Management Business System

A conceptual model for the succession planning and management business system is described below. This approach has been recommended to Human Resources Division management, but at this time has not been fully reviewed and approved. The approach is included in the scope of work so that applicants understand the proposed direction of the design for the succession planning and management business system. Proposers may suggest enhancements or other models or approaches as long as they address the County's fundamental business requirements as described herein.

This approach focuses on business critical positions that are likely to be vacant in 1-3 years largely due to pending retirements. The County desires a business system that can be implemented wholly or in parts by individual Departments and Divisions in order to meet their needs and recognize their limited resources. However, a minimum recommended implementation is desired so that a solid foundation and good practices are established. This project will be developed along with the employee performance management business system project.

a. Organization Needs Analysis

- Identify business-critical positions
- Predict job fill needs next 1-3 years
- Identify or confirm critical competencies, skill requirements and characteristics/attributes for business critical positions

b. Organization Human Resources Analysis

- Assess existing human resources competencies and skills
- Identify "ready" employees
- Identify gaps in competency/skill between candidates and needs
- Advertise and invite interested people to prepare themselves for positions
- Build and track a career development plan for interested employees with goals that become part of the Employee Performance and Accountability process.
- Develop "ready" candidate pool for "business-critical" jobs. (When employee has accomplished the competency development goal(s), he or she is placed in the "ready" candidate pool)
- Develop "job need – pool chart" that shows each "business-critical" job and pool of viable candidates
- Select – Hire for business critical positions
- Track Progress – Annual Update

5. Performance and Compensation Relationships Recommendations

The conceptual design phase made preliminary recommendations for principles and suggestions for the performance compensation relationship. This work will be further developed in the detailed design phase of the project. The principles below reflect extensive feedback and input by County managers.

This approach has been recommended to Human Resources Division management, but at this time has not been fully reviewed and approved. The principles are included in the scope of work so that Proposers understand the direction of the design for the performance – compensation relationship. Proposers may suggest enhancements and other models or approaches as long as they address the County's fundamental business requirements as described herein.

(Proposers have the option to bid only on the employee performance and accountability business system and succession planning and management business system work. If the selected proposal does not include the performance and compensation relationship recommendation work, the County will secure this expertise from the County's pre-approved consultant pool.)

a. Principles

- Focus attention on progress towards improvement and maintenance of optimal performance.
- Don't negatively impact the pay of people who are performing below optimal level, who are still in the "optimal performance cycle" and are working on goals and plans to enhance their performance.
- Don't negatively impact the pay of people who are performing below optimal level and are working on a time-limited "performance improvement plan"
- Don't negatively impact the pay of people who are performing below optimal level and who are working on a re-fitting plan.
- Pay in the form of unexpected reward (e.g. cash award for extraordinary accomplishment) has a much higher motivational impact than does expected pay increase (e.g. on-step, across-the-board raise, COLA, etc.)
- No performance rating should be used for pay decision purposes if it is not based on pre-set standards and goals that have been agreed to at the start of the rating cycle.
- IE performance ratings are used to determine pay increases - overall performance rating should include the average of weighted ratings for;
 - County-wide Codes of Conduct that apply to all employees
 - Job or Work Unit-specific Codes of Conduct
 - KRA (Key Result Area goals) specifically related to the job and to the organization unit's goals.
 - Individual career growth (for preparation for career growth opportunities) and/or work performance enhancement goals (for improved performance in the present job)
- The overwhelming evidence from internal and external sources is "yes" – there should be a close tie of performance to reward - IE the performance ratings are objective and honest.

C. King County's Philosophy Regarding an Employee Performance and Accountability System**1. Value Added by a Successful Employee Performance and Accountability System.**

Essential to developing the employee performance management system is the business system philosophy. A successfully implemented system:

- Will be a major factor to help the County achieve its vision of "High Performance Government"
- Helps achieve the optimal return on investment in human resources.
- Is the basis for quality two-way communications between supervisors and employees throughout the organization at all levels.
- Assures a firm and fair approach to helping employees – at all levels – do what they are expected to do – and do it well.
- Promotes legally defensible HR practices throughout the Executive Branch organizations.
- Aligns human resources with the County's strategic direction through business goal linkage to individual goals, performance and accountability.
- Is the fundamental mechanism for intentional cultural change from traditional supervisor-employee relationship to supervisor-employee partnership.
- Is essential to making the County's succession planning system successful
- Is critical to the success of compensation systems that are tied to performance

2. Guiding Principles for Supervisor-Employee Performance Discussions

The following principles must be applied to supervisor-employee performance management interactions to make this a value-adding investment in time and energy for the employee, the supervisor and the County:

- The focus is on learning. Performance progress discussions and performance improvement meetings are conducted in the spirit of mutual learning. The intent is to learn from each other so that performance can be maintained at an acceptable level.
- The theme is “How much better can I be?”
- Performance progress is measured against measurable job-related performance standards instead of comparing one person’s performance with others’ performance.
- Supervisor-employee performance discussions are participative.
- Performance communication is a two-way discussion.
- Performance discussion reinforces what is going well and possibilities for doing even better.
- Performance discussions are focused on results – and on progress towards results.
- Performance difficulties are preferably resolved by supervisor-employee joint problem solving.
- Resulting performance documents are a progress record, not a “report card”. However, they must provide documented evidence of performance.
- When performance discussions occur during the formal performance correction process (disciplinary process), they will be conducted in a clear and fair manner; in accordance with established disciplinary process protocols; and will be fully documented per the County’s Personnel Guidelines.

3. Success Factors - Successful performance and accountability systems show evidence of most of the following success factors:

a. Top-Down Exemplary Leadership:

- Performance and accountability systems require top-down leadership. Leaders at the top of every organizational unit must “show the way”.
- The organization’s leadership sees the performance and accountability system as part of the way of doing business and as the primary tool for managing and leading employees under their immediate direction. If using the “system” is seen as “extra work” and an “imposition” it will not be successful.
- Organization management must be accountable for the proper utilization of the performance and accountability system in their organization. HR will provide support, but management must lead.
- Every leader’s performance goals must include a standard expectation that the leader will properly utilize the performance and accountability system adopted for their organization to help lead/manage employees under their direction.

b. Change the Perspective from Negative to Positive:

Employees and, where applicable, their union representatives, must view the performance and accountability system as a means to:

- Promote fair treatment of all employees
- Provide opportunities for voicing concerns and needs.
- Provide opportunities to improve individual performance and value to the organization – in present jobs and possible future promotions.

- Provide employees with clear choices and consequences regarding work and behavioral performance
- c. Develop Leaders and Selected Staff Experts to Use the System Effectively:
- Leaders must be trained to use the system properly. This must be mandatory training within each Department and provided “just in time” so the learning can be applied immediately to the real performance and accountability system work.
 - There should be trained staff experts for every Executive department and large division – people who know the business and culture and can provide ongoing supportive help to managers and supervisors in making the performance and accountability system work in their organization. This resource need not necessarily be in HR.
- d. Everyone Involved in Performance and Accountability Management
- There must be a systematically applied performance and accountability process across all organizational units and for all employees.
- e. Enterprise Consistency, Local Tailoring
- The performance and accountability system must allow for flexibility of content and format to meet the unique needs of each organizational unit while maintaining organization-wide performance and accountability principles.
- f. Goal Alignment and Understanding
- Individual key result area (KRA) goals must be linked with and supportive of the organizational unit’s standards, goals and measures (KingStat). Individuals must understand the goals and how their accomplishment contributes to the unit’s success.
- g. Automate for Consistency and Ease of Use
- The employee performance and accountability system will be automated to the extent possible.
 - Continuously explore the possibility of tracking key individual performance indicators using database and reporting tools.
- h. Link to Other Employee Performance Management Systems
- The employee performance and accountability system will be linked with-
- Succession planning and management system
 - Compensation system
 - Training and Development system
- i. Utilize Human Resource Unification Model
- Apply approach and learnings from the successful Human Resource Unification Program:
- Enterprise-wide considerations
 - Flexibility of design to meet unique business needs
 - Collaborative involvement of all affected stakeholder representatives
- j. Change and Competency Development
- Build in the time and money to develop competencies and skills required to:
- Enable behavior changes required to properly utilize the performance management systems and technology.
 - Enable consistent high-quality human interaction.

D. Project Scope Description – Phases and Deliverables

1. Background: Phase 1: Conceptual Design has been completed by King County internal and external consulting resources in 2006. The consultant will not be responsible for this work: it is included here as background information only.

- King County Philosophy regarding an Employee Performance and Accountability System
- System Conceptual Models
- Best Practice Research
- Project Plan (including budget, staffing, negotiation and communication planning)
- Integrate with other County-wide initiatives (e.g. KingStat)
- Stakeholder input/feedback to proposed conceptual design (including policy makers, management, labor, etc.)
- Finalize business conceptual design requirements incorporating stakeholder input/feedback
- Internal Conceptual Design Buy-Off Plan
- Written and approved RFP and RFP process
- Consultant performance evaluation criteria and methodology
- Consultant selection and contract
- Upgrade of “Performance Appraisal and Merit Pay System Manual” in time for 2006 cycle)

2. Phase 2: Detailed Design - Deliverables:

Detailed, tested designs for all conceptual elements: “How-to” processes and tools (aligned to PeopleSoft v. 8.9) for:

- a. Establishing individual work performance goals and expectations in alignment with organization goals and measures.
- b. Establishing professional and personal growth goals and action plans (technical and behavioral) for:
 - i. Performance enhancement in the present job.
 - ii. Preparation for taking on additional responsibilities in the present job.
 - iii. Preparation for possible lateral career movement.
 - iv. Preparation for possible upward career movement.
- c. Planning for and conducting effective performance progress discussions
- d. Planning for and completing official performance reviews and documentation
- e. Planning for and conducting non-disciplinary performance improvement activities.
- f. Planning for and conducting a “person-work fit analysis” to initiate thinking about finding the best possible match of person and work – within guidelines established by collective bargaining agreements.
- g. Referring employees to a resource for assistance in re-fit action planning and implementation.
- h. Planning for and proper conduct of disciplinary correction activity and documentation.
- i. Identify and assemble staff expert cadre for each Department/major Division.
- j. Comprehensive, just-in-time training plan
 - i. Module designs
 - ii. Delivery system
- k. Recommendation regarding relationship of pay system to the performance and accountability system based on review of current County system and best practice research.

- l. Detailed design for succession planning and management business system
- m. System Pilot Test Plan for a representative sampling of Executive Branch cultures and businesses.
- n. Project plan updates including budget estimation for 2007 and 2008 (and possibly 2009) during annual budget cycle.

3. Phase 3: Pilot Testing and Proving

- a. Conduct and evaluation of the pilot test(s)
- b. Refined and approved system detailed designs
- c. Refined training design

4. Phase 4: Implementation Planning

- a. Tailored implementation plans for every Executive Department and large Division.
- b. Implementation schedule completed and approved
- c. Training schedule completed and approved
- d. Training materials prepared
- e. Trainer resources prepared
- f. Plan for preparing "internal consultant" cadre
- g. System implementation performance evaluation criteria and process
 - i. Midway through first cycle
 - ii. End of first cycle
- h. Implementation progress communications plan

5. Phase 5: Implementation

Implementation of system in every Executive department per approved implementation plan and schedule.

- a. Manager and supervisor training completed "just in time" for implementation.
- b. Internal cadre training completed
- c. On-site consultation to support system implementation

6. Phase 6: Evaluation and Renewal

- a. Completed evaluations of system implementation performance
 - i. Midway through first cycle
 - ii. End of first cycle
- b. System renewal change recommendations based on evaluation learnings

7. Additional requirements:

The consultant will work collaboratively with the Program Manager, Project Team and others in activities including, but not limited to:

- a. Development and maintenance of the project work plan
- b. Development of project budget projections for budget submittal
- c. Researching and gathering information as needed
- d. Supporting the development of the report to the King County Council on Executive's plan to implement a comprehensive countywide employee performance management system.
- e. Developing criteria and options for decision makers and presenting at decision making meetings
- f. Preparing for presentations with steering committee, labor management or other internal stakeholder groups

E. Project Budget Parameters

The Executive proposed and the County Council approved a project budget that includes \$260,000 for all consulting services to support the employee performance project in 2007. It is anticipated that additional resources may be required to perform the 2007 work and that additional resources will be requested as needed.

Funding for 2008 and beyond will be requested during the annual budget cycle in the prior year. The Human Resources Division will submit its annual budget request for the project by July for the next budget year.

F. Project Schedule

This project schedule is dependent upon budget requests and approvals to provide sufficient staffing and consulting support to enable critical milestone completion.

Year	Quarter	Project Phase and Description
2006	2 nd , 3 rd , 4 th	Phase 1: Conceptual Design
2007	1 st	Phase 1: Conceptual Design completion - final selection of project consultant and internal staff project team members as needed Phase 2: Detailed Design
	1 st , 2 nd , 3 rd	Phase 2: Detailed Design
	4 th	Phase 3: Pilot Testing and Proving
2008	1 st , 2 nd	Phase 4: Implementation Planning
	3 rd , 4 th	Phase 5: Implementation
2009	1 st , 2 nd	Phase 5: Implementation
	3 rd , 4 th	Phase 6: Evaluation and Renewal

G. Internal Project Resources and Structure

King County will provide internal project resources for the project as follows:

1. Program Manager

A full-time program manager position has been approved in the 2007 budget to lead the project and assure all of the internal and external resources are aligned and working collaboratively. This position will lead activities planned for the project and will provide day to day management to the external consulting resources. This position will be filled with a senior level human resources manager with knowledge of the County and experience in both organization development and human resources management.

2. Technical Resources

The County will provide a Peoplesoft HR Functional Analyst and the ABT Project Management Office will provide a Human Resources Implementation Plan Project Manager to support PeopleSoft related technical tasks.

3. Executive Management Sponsorship and Leadership

The project is overseen by the County's Labor Relations Manager. The project sponsor is the Human Resources Director. Sponsorship of the project comes from the County Executive.

4. Steering Committee

The County intends to establish a steering committee for the project that will include the internal staff, the master external consultant, and management representatives to help guide the project, complete

key tasks such as developing County-wide competencies, and support the communication of the project.

5. HR Service Delivery Managers

HR SDMs located in each department and major divisions of the Executive Branch will be available to work with the project team.

6. Department consultants

Consulting resources for each department and major division will be provided to help tailor the performance management system to fit the specific needs of the business. Ideally, these consultants will be selected from the County's pre-approved consultants pool, that is maintained by the Human Resources Division, and will have worked well with the department/division to which they will be assigned. Resources for these consulting services will be developed in the '08 budget request.

7. Internal staff experts

The County will identify "staff experts" in every department and major division to assist with the initial training and to provide on-going, on-line support as the system is implemented. These resources will be identified in late 2007 or early 2008.

H. Project Approach

This is large, complex, culture-changing initiative. Given this realization, the conceptual design phase project design team recommends the following approach:

1. Form an internal-external design team fully dedicated to designing and implementing the desired performance management system throughout the Executive Branch.
2. Dedicate a full-time program manager to lead the project and assure all of the internal and external resources are aligned and working collaboratively.
3. Engage a "master consultant" through a competitive RFP process to provide the performance management design and implementation expertise. Ideally this consultant will have significant experience working with performance management in government. In addition, since the goal is to automate the business process system in PeopleSoft v. 8.9, the consultant should be knowledgeable and experienced with this Human Resources Management System.
4. Provide consultant resources for each department and major divisions to help tailor the performance management system to fit the specific needs of the businesses. Ideally, these consultants will be selected from the County's pre-approved pool and will have worked well with the department/division to which they will be assigned. These "pool" consultants will:
 - Work closely with department/division management and HR Service Delivery Managers to tailor the system and content to the unique needs of each business unit.
 - Provide the instructor-led, just-in-time training that is critical to successful implementation.
 - Provide training and coaching for "staff experts" (see below).
5. Tailor the system to fit the unique conditions, needs and culture of each organization while making certain that countywide performance management principles are satisfied. Tailoring work should be done in concert with Department and Division Management, Labor negotiator(s) and Department HR SDMs, and is supported by a dedicated consultant resource. Labor Management committees will provide forums for partnering with union on the tailoring work. Tailoring might include the following suggestions:
 - Schedule the Optimal Performance Cycle to fit the business cycle so that supervisors' performance management work occurs at the least busy time of the year.
 - Consider mini-pilots prior to full implementation.

- Select elements of the performance management system to fit the unique needs of the Department and Division. For those work units that don't want to wait – implement parts that meet their needs as early as possible. For those who have never done this before, start with the bare minimum: All employees understand what is expected of them; know how the goals contribute to their work unit's success; know how progress will be measured and how they will find out how they are doing.
 - Consider a “rolling implementation plan and schedule” for Departments and Divisions with limited resources.
 - Consider how to involve the employees in setting up the implementation so it works for them.
6. The Master Consultant will provide functional direction and coaching (regarding design, implementation planning and implementation) for this cadre of consultants. The Program Manager will provide administrative direction.
 7. Identify and train “staff experts” in every department and major division to assist with the initial training and to provide on-going, on-line support as the system is implemented.

I. Desired Consultant Working Relationships with County Employees

We are seeking a consultant who will follow these working relationship guidelines:

1. Sensitivity to the widely varying cultures and business differences throughout the Executive branch of King County government.
2. Work collaboratively with King County employees, labor representatives and other consultants in the design and implementation of this system.
3. Openness to learning with internal colleagues so that the resultant design will best fit the organization's needs.
4. Base designs on best practice and solid principles as applied to King County's unique situations vs. standardized packaged systems force fit into situations. (The consultant should not be constrained from proposing innovative strategies to best meet the County's requirements.)
5. Take time to help King County internal colleagues and consulting resources learn processes, skills and techniques so they can carry the work forward after the external consultant leaves.
6. Provide consistent resources for the project. Consistent personnel. Consistent primary leadership.
7. Utilize local consulting resources to the maximum extent possible.

PART 4 – SELECTION PROCESS AND PROPOSAL EVALUATION

A. Proposal Format

Applicants should submit proposals that include sections on experience, approach, capacity to perform the work, cost and Small Economically Disadvantaged Businesses (SEDB) incentive if subcontracting opportunities exist. Please submit the proposal sections in the order listed. The proposal shall be limited to 25 pages of text (if double sided, each side is a page). Resumes included under the Experience section are not included in the 25 page limit.

1. Experience

- Vendor profile and background.
- Consultant resume(s) - not to exceed two pages each.
- Describe experience with projects of similar type, size and scope especially in the public sector and in heavily unionized environments
- Provide references for similar work

2. Approach

- Describe proposed approach to performing the work outlined in the scope of work

- Demonstrate the methodology the consultant will use and expertise in performing this type of work.
- Although the County intends to continue detailed design and implementation in the direction outlined in the conceptual models, proposers are welcome to incorporate enhancements to the concepts or other models or approaches, including innovative or cutting-edge approaches or strategies, in responding to the requirements in order to best meet the County's needs.

3. Firm's capacity to perform the work

- Describe your firm's capacity to meet the expectations outlined in the scope of work both for schedule and budget.
- Include information regarding current and planned workload, and any factors which might compromise your ability to complete the work as directed in the available timeframe.

4. Cost

- Describe your firm's fee schedule including hourly and daily rates as appropriate
- Breakdown estimate of cost to complete scope of work
- Identify other estimated costs not specifically mentioned above, but included in proposal (e.g. travel)
- Fully describe your bid for the 2007 work.
- Estimate costs for 2008.

Note: All travel related expenses, including per diems, are subject to County approval and paid at King County standard rates. A copy of the County's reimbursement policy is available by contacting the primary or secondary buyers noted on pages 1 and 3 of the RFP.

5. SEDB Incentive – see Part 5 below

B. Duration of Contract

The period of the project is 2007 through 2008, and possibly into 2009. Proposals should address the entire period of the project. Since budget for the contract is allocated annually, the initial period of the contract is through 2007. The contract will be renewed for 2008, and possibly 2009, depending on funding availability.

C. Estimated Value of Contract

The estimated value of the contract for 2007 is \$260,000 that includes Phase 2 (detailed design) and Phase 3 (pilot testing and proving) for the employee performance and accountability business system, the succession planning and management business system and the performance-compensation business system work.

Proposers have the option to bid only on the employee performance and accountability and succession planning and management business system work. If that is the case, the value of the contract is \$200,000. Please clearly state this option in your proposal.

The estimated value of the performance and compensation relationships recommendation is \$60,000. If the selected proposal does not include the performance and compensation relationship recommendation work, the County will secure this expertise in another way.

D. Selection Process

In accordance with applicable procedures, the Consultant Selection Board will evaluate all responsive submittals. The following criteria will be used to assign scores to each written submittal received. Applicants will be ranked, and the Board may recommend a firm or firms based upon their proposal, or may choose to create a short list of firms and conduct interviews. The Board will review and evaluate the proposals and oral presentations (if requested), using evaluation criteria set forth in this RFP. The Board

will pass on its recommendations to the Director of the Human Resources Division who will approve the final selection of the consultants.

E. Evaluation Criteria

The criteria and corresponding weights outlined below will be used to evaluate the Applicants' submitted written proposal. There are a total of 150 points for the written proposal and 50 points for the optional oral interview.

Description	Points
Experience and documented past performance Past experience and performance designing and implementing employee performance management systems in public sector organizations, and with private industry of comparable size and scope. Experience working with labor unions in a heavily unionized environment. Reference calls may be made to rate this criterion.	30
Approach, methodology and expertise Demonstrates an understanding of the issues outline in the Scope of Work for the project. The proposal offers an approach that provides a thorough, feasible and sustainable strategy for accomplishing the objectives with the specified timeframe. Demonstrates attributes that fit with the project principles, philosophy, desired working relationship and collaborative model outlined in the scope of work. Demonstrates knowledge and expertise designing business process systems that align with, or are a part of, PeopleSoft HRMS.	40
Firm's capacity to perform the work Ability to perform the work within the timeframe provided, considering the firm's current and planned workload. Availability of the primary consultant(s) if appropriate. The panel is also interested in comments from the proposer on the timeframe for the consultant scope of work.	10
Cost The evaluation of proposals will consider the consultant's ability to effectively use its personnel and King County personnel to maximize results while minimizing the costs, in addition to looking at the overall competitiveness of the consultant's fee schedule.	10
SEDB incentive 10% (See Part 5 below)	10
TOTAL WRITTEN EVALUATION	100
Optional Oral Interview	50
TOTAL POINTS POSSIBLE	150

If an award is not made based on the written evaluations alone, King County reserves the right to conduct interviews with the top-ranked proposers. If this two-step process is utilized, a maximum of 50 additional points will be utilized for the interview. Should interviews be conducted, the final selection will be based on the sum total of the written evaluation and oral interview points.

F. Proposed Schedule (Some dates are subject to change)

The selection process is scheduled to proceed as outlined below and subject to change.

- RFP Released..... December 14, 2006
- Pre-proposal conference at 10:00 a.m..... January 9, 2007
- Written questions due – close of business January 12, 2007
- Addendum issued (if needed)..... January 17, 2007
- Proposals due, no later than 2:00 p.m. PST January 25, 2007
- Begin review and evaluation of proposals January 26, 2007

PART 5 – KING COUNTY CONTRACTING OPPORTUNITIES PROGRAM

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

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

A "Certified Firm" means a business that has applied for participation in King County's Contracting Opportunities Program, and has been certified as an SEDB by the King County Business Development and Contract Compliance (BDCC) office. Information about becoming a Certified Firm, as well as a list of Certified Firms, may be obtained by visiting the King County's Contracting Opportunities Program Website address: <http://www.metrokc.gov/exec/bred/bdcc/prog/kccontractopp.htm> or contacting the BDCC office at (206) 205-0711.

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

1. If the Prime submitter is a SEDB firm that anticipates performing work for the entire contract unassisted and includes the SEDB certification number on page one of this submittal.
2. If the Prime submitter is not an SEDB but will use SEDBs for at least 5% of the total contract labor hours in the work to be performed in this contract, and who complete the following table and include it in their proposal submission:

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

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

SECTION III - NONDISCRIMINATION AND AFFIRMATIVE ACTION

If a contract is awarded from this Request for Proposal, it will contain the following contract language:

PART 1: NON-DISCRIMINATION

- A. King County Code Chapters 12.16, 12.17 and 12.18 are incorporated by reference as if fully set forth herein and such requirements apply to this Contract; provided however, that no specific levels of utilization of minorities and women in the workforce of the Consultant shall be required, and the Consultant is not required to grant any preferential treatment on the basis of race, sex, color, ethnicity or national origin in its employment practices; and provided further that, notwithstanding the foregoing, any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents shall continue to apply.
- B. During the performance of this Contract, neither the Consultant nor any party subcontracting under the authority of this Contract shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract.
- C. The Consultant shall, prior to the commencement of the work and during the term of this Contract, furnish the County, upon request and on such forms as may be provided by the County, a report of the affirmative action taken by the Consultant in implementing the terms of this section. The Consultant will permit access by the County to the Consultant's records of employment, employment advertisements, application forms, other pertinent data and records related to this Contract for the purpose of monitoring and investigation to determine compliance with these requirements.
- D. The Consultant shall implement and carry out the obligations contained in its Affidavit and Certificate of Compliance regarding equal employment opportunity. Failure to implement and carry out such obligations in good faith may be considered by the County as a material breach of this Contract and grounds for withholding payment and/or termination of the Contract and dismissal of the Consultant.
- E. The Consultant shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, RCW Chapter 49.60 and Titles VI and VII of the Civil Rights Act of 1964.
- F. During the performance of this Contract, neither the Consultant nor any party subcontracting under the authority of this Contract shall engage in unfair employment practices. It is an unfair employment practice for any:
 - 1. Employer or labor organization to discriminate against any person with respect to referral, hiring, tenure, promotion, terms, conditions, wages or other privileges of employment;
 - 2. Employment agency or labor organization to discriminate against any person with respect to membership rights and privileges, admission to or participation in any guidance program, apprenticeship training program, or other occupational training program;
 - 3. Employer, employment agency, or labor organization to print, circulate, or cause to be printed, published or circulated, any statement, advertisement, or publication relating to employment or membership, or to use any form of application thereof, which indicates any discrimination unless based upon a bona fide occupation qualification;
 - 4. Employment agency to discriminate against any person with respect to any reference for employment or assignment to a particular job classification;
 - 5. Employer, employment agency or a labor organization to retaliate against any person because this person has opposed any practice forbidden by KCC Chapter 12.18 or because that person has made a charge, testified or assisted in any manner in any investigation, proceeding or hearing initiated under the provisions of KCC Chapter 12.18;
 - 6. Publisher, firm, corporation, organization or association printing, publishing or circulating any newspaper, magazine or other written publication to print or cause to be printed or circulated any

advertisement with knowledge that the same is in violation of KCC Chapter 12.18.030C., or to segregate and separately designate advertisements as applying only to men and women unless such discrimination is reasonably necessary to the normal operation of the particular business, enterprise or employment, unless based upon a bona fide occupational qualification; and/or

7. Employer to prohibit any person from speaking in a language other than English in the workplace unless:
 - a. The employer can show that requiring that employees speak English at certain times is justified by business necessity, and
 - b. The employer informs employees of the requirement and the consequences of violating the rule.

PART 2: REQUIRED SUBMITTALS

- A. All Consultants entering into a contract or agreement with King County valued at \$25,000 or more shall, after the proposer receives written notice of selection, submit the following:
 1. A Personnel Inventory Report on the form provided by the County.
 2. An Affidavit of Compliance demonstrating the Consultant's commitment to comply with the provisions of KCC Chapter 12.16.
 3. A Sworn Statement of Compliance with 12.16 from any labor union or employee referral agency that refers workers or employees or provides or supervises training programs from whom the Consultant obtains employees.
- B. The County will not execute any agreement or contract without prior receipt of fully executed forms listed in subparagraph A above.
- C. Assistance with the requirements of this Section and copies of Chapters 12.16, 12.17 and 12.18 are available from the Business Development & Contract Compliance (BDCC) Section, phone (206) 205-0700.

PART 3: NONDISCRIMINATION IN SUBCONTRACTING PRACTICES

- A. Compliance with Initiative 200. In accordance with the provisions of Washington Initiative 200, no County Minority and Women Business (M/WBE) utilization requirements shall apply to this Contract. No minimum level of M/WBE sub-consultant participation or purchase from M/WBE certified vendors is required and no preference will be given by the County to a bidder or Proposer for their M/WBE utilization or M/WBE status. Provided, however, that any affirmative action requirements set forth in any federal regulations or statutes included or referenced in the Contract documents will continue to apply.
- B. Non-Discrimination. During the term of this Contract, the Consultant shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with sub-consultants and suppliers, the Consultant shall not discriminate against any person on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.

During the performance of work performed under any Agreement resulting from this RFP, neither the consultant nor any party subcontracting under the authority of the agreement shall discriminate or engage in unfair contracting practices prohibited by K.C.C. 12.17.

- C. Record-Keeping Requirements. The Consultant shall maintain, for at least 6 years after completion of all work under this contract, records and information necessary to document its level of utilization of M/WBEs and other businesses as sub-consultants and suppliers in this contract and in its overall public and private business activities for the same period. The Consultant shall also maintain, for at least 6 years after completion of all work under this contract, all written quotes, bids, estimates or proposals submitted to the Consultant by all businesses seeking to participate on this Contract. Consultant shall make such documents available to the County for inspection and copying upon request. If this contract involves

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

D. Open Competitive Opportunities. King County encourages the utilization of minority owned businesses ("MBEs") and women-owned businesses ("WBEs")(collectively, "M/WBEs") in County contracts. The County encourages the following practices to promote open competitive opportunities for small businesses including M/WBEs:

1. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to provide project information and to inform M/WBEs and other firms of contracting and subcontracting opportunities.
2. Placing all qualified small businesses attempting to do business in King County, including M/WBEs, on solicitation lists, and providing written notice of subcontracting opportunities to M/WBEs and all other small businesses capable of performing the work, including without limitation all businesses on any list provided by the County, in sufficient time to allow such businesses to respond to the written solicitations.
3. Breaking down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by small businesses including M/WBEs.
4. Establishing delivery schedules, where the requirements of this contract permit, that encourage participation by small businesses, including M/WBEs.
5. Providing small businesses including M/WBEs that express interest with adequate and timely information about plans, specifications, and requirements of the contract.
6. Utilizing the services of available community organizations, Consultant groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses including M/WBEs.

Further, the County encourages small businesses, including M/WBEs, to participate in the following practices to promote open competitive opportunities:

1. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to receive project information and to inform prime bidders/proposers of contracting and subcontracting capabilities.
2. Requesting placement on solicitation lists, and receipt of written notice of subcontracting opportunities.
3. Utilizing the services of available community organizations, Consultant groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses and M/WBEs.

E. Sanctions for Violations. Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of contract for which the Consultant may be subject to damages and sanctions provided for by contract and by applicable law.

PART 4: REQUIREMENTS DURING WORK

A. Site Visits

King County may at any time visit the site of the work and the Consultant's office to review records related to actual utilization of and payments to subcontracting firms. The Consultant shall maintain sufficient records necessary to enable King County to review utilization of subcontracting firms. The Consultant shall provide every assistance requested by King County during such visits.

PART 5: COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED AND THE AMERICANS WITH DISABILITIES ACT OF 1990

The Consultant shall complete a Disability Self-Evaluation Questionnaire for all programs and services offered by the Consultant (including any services not subject to this Contract) and shall evaluate its services, programs and employment practices for compliance with Section 504 of the Rehabilitation Act of 1973, as amended ("504"), and the Americans with Disabilities Act of 1990 ("ADA"). The Consultant shall complete a 504/ADA Disability Assurance of Compliance prior to execution of a contract.

SECTION IV - GENERAL CONTRACT REQUIREMENTS

PART 1: TERMINATION CLAUSES

- A. This Contract may be terminated by the County without cause, in whole or in part, upon providing the Consultant ten (10) calendar days' advance written notice of the termination.

If the Contract is terminated pursuant to this Section IV, paragraph A: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and (2) the Consultant shall be released from any obligation to provide further services pursuant to the Contract.

- B. The County may terminate this Contract, in whole or in part, upon five (5) calendar days' advance written notice in the event: (1) the Consultant materially breaches any duty, obligation, or services required pursuant to this Contract, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible.

If the Contract is terminated by the County pursuant to this Subsection IV(B) (1), the Consultant shall be liable for damages, including any additional costs of procurement of similar services from another source.

If the termination results from acts or omissions of the Consultant, including but not limited to misappropriation, nonperformance of required services or fiscal mismanagement, the Consultant shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Consultant by the County.

- C. If expected or actual funding is withdrawn, reduced or limited in any way prior to the termination date set forth above in Section II or in any amendment hereto, the County may, upon written notice to the Consultant, immediately terminate this Contract in whole or in part.

If the Contract is terminated pursuant to this Section IV, paragraph C: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and (2) the Consultant shall be released from any obligation to provide further services pursuant to the Contract.

Funding under this Contract beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this contract will terminate at the close of the current appropriation year.

- D. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or law that either party may have in the event that the obligations, terms and conditions set forth in this Contract are breached by the other party.

PART 2: INDEMNIFICATION AND HOLD HARMLESS

- A. In providing services under this Contract, the Consultant is an independent contractor, and neither the Consultant nor its officers, agents or employees are an employee of the County for any purpose. The Consultant shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits or taxes to, or on behalf of, the Consultant, its employees or others by reason of this Contract. The Consultant shall protect, indemnify and save harmless the County, its officers, agents and employees from and against any and all claims, costs and/or losses whatsoever occurring or resulting from 1) the Consultant's failure to pay any such compensation, wages, benefits or taxes; and 2) the supplying to the Consultant of work, services, materials and/or supplies by Consultant employees or other suppliers in connection with the performance of this Contract.

- B. The Consultant further agrees that it is financially responsible for and shall repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional acts or failure for any

reason to comply with the terms of this Contract by the Consultant, its officers, employees, agents and/or representatives. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract, or the Termination section.

- C. The Consultant shall protect, defend, indemnify, and save harmless the County, [and the State of Washington (when any funds for this Contract are provided by the State of Washington)] their officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the Consultant, its officers, employees, and/or agents. The Consultant agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, the Consultant by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event that County incurs attorney fees and/or costs in the defense of claims, for damages within the scope of this section, such fees and costs shall be recoverable from the Consultant. In addition King County shall be entitled to recover from the Consultant fees, and costs incurred to enforce the provisions of this section.

Claims shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in unfair trade practice.

Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this agreement.

PART 3: INSURANCE

The selected consultant shall furnish Commercial General Liability, to include Products and Completed Operations, in the amount of \$1,000,000 combined single limit; \$2,000,000 aggregate. In addition, consultant shall provide evidence of Workers' Compensation and Stop-Gap Employer's Liability for a limit of \$1,000,000. Further, the selected consultant shall furnish Automobile Liability with a limit of \$1,000,000 and Professional Liability, Errors and Omissions coverage in the amount of \$1,000,000 per claim/aggregate.

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

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

PART 4: CORRECTIVE ACTION

If the County determines that a breach of contract has occurred, that is the Consultant has failed to comply with any terms or conditions of this Contract or the Consultant has failed to provide in any manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequential procedure will apply:

- A. The County will notify the Consultant in writing of the nature of the breach;
- B. The Consultant shall respond in writing within three (3) working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Contract into compliance, which date shall not be more than ten (10) days from the date of the Consultant's response; unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;
- C. The County will notify the Consultant in writing of the County's determination as to the sufficiency of the Consultant's corrective action plan. The determination of sufficiency of the Consultant's corrective plan shall be at the sole discretion of the County;

- D. In the event that the Consultant does not respond within the appropriate time with a corrective action plan, or the Consultant's corrective action plan is determined by the County to be insufficient, the County may commence termination of this Contract in whole or in part pursuant to Section IV.B;
- E. In addition, the County may withhold any payment owed the Consultant or prohibit the Consultant from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and
- F. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section IV, Termination Clauses, Subsections A, B, C, and D.

PART 5: ASSIGNMENT/SUBCONTRACTING

- A. The Consultant shall not assign or subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. Said consent must be sought in writing by the Consultant not less than fifteen (15) calendar days prior to the date of any proposed assignment.
- B. "Subcontract" shall mean any agreement between the Consultant and a Subcontractor or between Subcontractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of (i) support services not related to the subject matter of this contract, or (ii) supplies.

SECTION V - ADDITIONAL INFORMATION & REQUIREMENTS

- A. Non-Discrimination in Benefits to employees with Domestic Partners

King County's Equal Benefits (EB) Ordinance 14823 states that to be eligible for award of contracts at a cost of \$25,000.00 or more, firms must not discriminate in the provisions of employee benefits between employees with spouses, and employees with domestic partners. The successful Contractor, bidder or proposer shall be required to complete a Worksheet and Declaration form. Compliance with Ordinance 14823 is a mandatory condition for execution of a contract. The EB Compliance forms are available online at: <http://metrokc.gov/procurement/forms/eb.aspx>.

- B. Disclosure – Conflict of Interest

King County Code Chapter 3.04 is incorporated by reference as if fully set forth herein and the Consultant agrees to abide by all the conditions of said Chapter. Failure by the Consultant to comply with any requirements of this Chapter shall be a material breach of contract.

1. The Consultant covenants that no officer, employee, or agent of the County who exercises any functions or responsibilities in connection with the planning and implementation of the scope of services funded herein, or any other person who presently exercises any functions or responsibilities in connection with the planning and implementation of the scope of services funded herein shall have any personal financial interest, direct or indirect, in this Contract. The Consultant shall take appropriate steps to assure compliance with this provision.
2. If the Consultant violates the provisions of Section V (1) or does not disclose other interest required to be disclosed pursuant to King County Code Section 3.04.120, as amended, the County will not be liable for payment of services rendered pursuant to this Contract. Violation of this Section shall constitute a substantial breach of this Contract and grounds for termination pursuant to Section IV (B) above as well as any other right or remedy provided in this Contract or law.
3. The King County Board of Ethics maintains a website that provides information regarding King County ethics requirements. To review specific areas of the Code of Ethics that relate to contractors and vendors, follow this path: <http://www.metrokc.gov/ethics/>, and access 1) The Code of Ethics, "Employee Code of Ethics 3.04", and 2) Advice and Guidance "Doing Business with Contractors, Vendors, Clients and Customers". Under "Employee Code of Ethics 3.04", there are two areas of the code that speak specifically to contractors: 3.04.060 B1 (attempting to secure preferential treatment) and 3.04.120 (disclosure of interests by consultants requirement). There are other sections under conflict of interest, 3.04.030 that are directed to employees and govern their relationships with contractors.

C. Recycled/Recyclable Products

It is the policy of King County to use recycled materials to the maximum extent practicable (King County Code Chapter 10.16). Consultants able to supply products containing recycled materials that meet performance requirements are encouraged to offer them in bids and proposals and to use them wherever possible in fulfillment of contracts.

The Consultant shall use recycled paper for the production of all printed and photocopied documents related to the fulfillment of this Contract and shall ensure that, whenever possible, the cover page of each document printed on recycled paper bears an imprint identifying it as recycled paper. If the cost of recycled paper is more than fifteen percent higher than the cost of non-recycled paper, the Consultant may notify the Contract Administrator, who may waive the recycled paper requirement. The Consultant shall use both sides of paper sheets for copying and printing and shall use recycled/recyclable products wherever practical in the fulfillment of this Contract.

D. Proprietary Rights

The parties to this Contract hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the County. The foregoing shall not apply to existing training materials, consulting aids, check lists and other materials and documents of the Consultant which are modified for use in the performance of this Contract.

E. Supported Employment Program

King County encourages the creation of supported employment programs for developmentally and/or severely disabled individuals. The County itself has such a program and is actively seeking to do business with those contractors and consultants that share this employment approach. If your firm has such a program, or intends to develop such a program during the life of this contract, please submit documentation supporting this claim with your bid/proposal/qualifications. If you have questions, or need additional information, please contact Ray Jensen, Community & Human Services, Developmental Disabilities Division, (206) 296-5268 or the County's Business Development and Contract Compliance Section at (206) 205-0700.

SECTION VI - MAINTENANCE OF RECORDS/AUDITS

- A. The Consultant shall maintain, and shall require any sub-consultant to maintain, accounts and records, including personnel, property, financial and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all project funds and compliance with this Contract. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this Contract. The Consultant shall make such documents available to the County for inspection, copying, and auditing upon request.
- B. All records referenced in subsection (A) shall be maintained for a period of six (6) years after completion of work or termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14, or unless a longer retention period is required by law.
- C. The Consultant shall provide access to its facilities, including those of any sub-consultant, to the County, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract. The County will give advance notice to the Consultant in the case of fiscal audits to be conducted by the County.
- D. The Consultant agrees to cooperate with the County or its designee in the evaluation of services provided under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluation shall be maintained and disclosed in accordance with RCW Chapter 42.17.
- E. If the Consultant received a total of \$500,000.00 or more in federal financial assistance during its fiscal year from the County, and is a non-profit organization or institution of higher learning or a hospital affiliated with an institution of higher learning, and is, under this Contract, carrying out or administering a program or

portion of a program, it shall have an independent audit conducted of its financial statement and condition, which shall comply with the requirements of GAAS (generally accepted auditing standards), GAO's Standards for Audits of Governmental Organizations, Programs, Activities, and Functions and OMB Circulars A-133 and A-128, as amended and as applicable. Consultants receiving federal funds from more than one County Department or Division shall be responsible for determining if the combined financial assistance is equal or greater than \$500,000.00. The Consultant shall provide one copy of the audit report to each County division providing federal financial assistance to the Consultant no later than six (6) months subsequent to the end of the Consultant's fiscal year.

SECTION VII – REQUIRED FORMS

The following completed forms will be required from the selected contractor, prior to contract award:

- A. King County Personnel Inventory Report
- B. Affidavit and Certificate of Compliance with King County Code 12.16
- C. Statement of Compliance - Union or Employee Referral Agency Statement (if applicable)
- D. King County Code 3.04.120 and Consultant Disclosure Form
- E. 504/ADA Disability Assurance of Compliance and Corrective Action Plan
- F. Equal Benefits Compliance Declaration Form

Copies of these forms are available by contacting the King County Procurement and Contract Services Division. They are available in paper form, or may be obtained via e-mail. Please contact Cathy Betts at 206-263-4267 or Roy L. Dodman at 206-263-4266, or by sending an e-mailed request to cathy.betts@metrokc.gov or roy.dodman@metrokc.gov

SECTION VIII – BID PROPOSAL CHECKLIST

- A. One (1) signed copy of entire RFP package.
- B. One (1) signed copy of any Addendum that was issued. (If it has signature box at bottom of first page, it must be returned.)
- C. One (1) unbound copy of proposal response marked “Original.”
- D. Seven (7) copies of proposal response.
- E. Complete the Bid Identification Label below (or reasonable facsimile) and attach it to a prominent place on the exterior of the submission envelope, box, etc.

U R G E N T – SEALED BID ENCLOSED Do Not Delay – Deliver Immediately	
U R G E N T	 King County King County Procurement & Contract Services Section Exchange Building, 8 th Floor 821 2nd Ave., EXC-FI-0862 Seattle, WA 98104-1598
	Bid No. RFP 104-07CMB
	Bid Title Employee Performance Management System Project
	Due Date Vendor
U R G E N T	