



PROCUREMENT

Request for Proposal #2023-043

Procurement Professional Point of Contact:
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COMPENSATION & PAY EQUITY STUDY

TIMELINE - The following represents the schedule for this solicitation.	
Event	Date
Issue Date	May 12, 2023
Deadline for Final Questions	June 7, 2023, at 11:59 pm
Proposal Due Date	June 22, 2023, at 11:59 p.m. Pacific Time
Anticipated Award	July 2023
Anticipated Contract Start Date	August 1, 2023
Anticipated Contract Term	3 years with three (3) one-year extension options at the sole discretion of the City of Everett. The original report is expected to be complete by the end of 2023. The term of the contract and optional extensions is longer to allow for potential unanticipated follow-on projects within the next several years.
<p align="center">E-mailed or delivered Proposals are acceptable.</p> <p align="center">Submit Proposals to:</p> <p align="center">E-mail: bids@everettwa.gov OR</p> <p>If delivery to Procurement, 2930 Wetmore Ave, Suite 9E, Everett, WA 98201, <u>call</u> to access the locked elevator.</p> <p>Delivered proposals are accepted Monday through Friday, from 8:00 am to 3:00 p.m. excluding city observed holidays. If providing paper copies, clearly label the outside of the sealed envelope containing the original proposal response plus six (6) complete identical copies with the Proposal Name, Proposal Number, and contact information listed above. Only Proposals that arrive in the Procurement office by the deadline will be considered.</p>	
<p>Information & Addenda: All Information, including Addenda regarding this solicitation, can be found at: https://everettwa.gov/2711/Everett-Procurement-Information-Contract</p> <p>Suppliers are responsible for checking the City of Everett website for the issuance of any addenda prior to submitting a Proposal.</p>	
<p>Questions: All questions must be requested electronically utilizing the above link or e-mailed to the Procurement Professional listed above.</p>	

Unauthorized contact regarding this Request for Proposal with City of Everett employees or contractors may result in disqualification. Any oral communications will be considered unofficial and non-binding by the City of Everett. Proposers should rely only on written statements issued by the individual named listed above.

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SECTION 1 - INSTRUCTIONS

1.1 PROPOSAL SUBMITTAL

The City must receive the supplier's proposal, in its entirety by 11:59 p.m. Pacific Time. For electronic submissions, the official receipt time is the receiving time stamp from the City's e-mail server as printed.

All proposals and accompanying documentation will become the property of the City of Everett and may not be returned.

Proposal pricing must be submitted on the forms provided in this document. To receive consideration for award, the Proposal must be completed and signed by an authorized representative of the supplier. Submission of a proposal constitutes acceptance of the procedures, evaluation criteria, and other instructions of this Request for Proposals (RFP).

No supplier may withdraw its Proposal after the hour set for the opening unless the award is delayed for a period exceeding one hundred and twenty (120) days.

1.2 OFFER PERIOD

All Proposals submitted must remain open for ninety (90) days from the receipt date. The City of Everett reserves the right to extend this period.

1.3 REQUEST FOR DUE DATE EXTENSION

Suppliers may request an extension of the Proposal Due Date. Supplier must supply any justification and additional information that will facilitate an evaluation and decision by the City of Everett. Any approved extension will be issued in an addendum.

1.4 WITHDRAWAL OF PROPOSALS

Suppliers may withdraw a Proposal which has been submitted at any time up to the due date and time. To accomplish this, a written request signed by an authorized representative of the Supplier must be submitted to the Procurement Professional named on the Request for Proposal cover sheet.

1.5 SINGLE RESPONSE

A single response to the RFP may be deemed a failure of competition, and in the best interest of the City of Everett, the RFP may be cancelled.

1.6 MULTIPLE PROPOSALS

Suppliers interested in submitting more than one proposal may do so, so long as each proposal stands alone and independently complies with the instructions, conditions, and specifications of this Request for Proposal.

1.7 EVALUATION AND AWARD

The City of Everett will award the Proposal to the responsive and responsible supplier(s) whose offer best meets the needs of the City or reject any and all Proposals.

- a. Responsive Supplier – A business entity or individual who has submitted a bid or proposal that fully conforms in all material respects to the Invitation for Bids (IFB)/Request for Proposals (RFP) and all of its requirements, including all form and substance.

- b. Responsible Supplier – A business entity or individual who has the financial and technical capacity to perform the requirements of the solicitation and subsequent contract.

1.8 WAIVER OF MINOR ADMINISTRATIVE IRREGULARITIES & REJECTION OF PROPOSALS

The City of Everett reserves the right, at its sole discretion, to waive minor administrative irregularities and informalities contained in any proposal submitted and accepted by the City. The City further reserves the right to make awards to the responsible offer whose proposal is determined to be the most advantageous to the City of Everett. The City of Everett reserves the right to reject any and all Proposals.

1.9 EXCLUDED PARTIES

All suppliers must certify that they are not on the Comptroller General's list of ineligible contractors nor the list of parties excluded from Federal procurement or non-procurement programs.

<https://www.sam.gov>

1.10 BUSINESS LICENSE

The successful supplier will be required to possess or be able to obtain a City of Everett Business License and pay City of Everett Business & Occupation Tax (B & O), when applicable. B & O Tax questions may be directed to the Everett Business Tax Division at (425) 257-8610.

1.11 BID PROTEST PROCEDURES

Chapter 3.46 of the Everett Municipal Code (EMC) governs all protests. Protest Procedures are available for review in the Everett Municipal Code 3.46 which can be found at: <https://everett.municipal.codes/>

The City reserves the right to require strict compliance with all requirements of Chapter 3.46 EMC.

1.12 NON-ENDORSEMENT

As a result of the selection of a supplier to provide or services to the City of Everett, the City of Everett is neither endorsing nor suggesting that the supplier's product is the best or only solution. The supplier agrees to make no reference to the City of Everett in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City of Everett.

1.13 PROPRIETARY MATERIAL SUBMITTED/PUBLIC DISCLOSURE

A. Property of the City of Everett

All materials submitted in response to this RFP must become the property of the City of Everett. Selection or rejection of a proposal does not affect this. In this section, the term "proposal" is generic and refers to proposals, statements of qualification, letters of interest and any other material submitted in response to this RFP.

B. Proposals are Public Records

Pursuant to Chapter 42.56 RCW and other statutes regarding public agencies, all materials (including, for example, proposals) submitted under this RFP must be considered public records and except to the extent protected by state and or federal laws will be available for inspection and copying by the public following contract award. Records will not be released by the City of Everett prior to contract award in order to protect the integrity of the procurement process, unless otherwise required by law.

C. Public Records Exemption / Notice of RCW 39.10.470

In accordance with RCW 39.10.470, trade secrets (as defined in RCW 19.108.010) or other proprietary information submitted by a proposer in connection with this RFP might not be subject to public disclosure under chapter 42.56 RCW if the proposer specifically states in writing the reasons why protection from disclosure is necessary and identifies the data or materials to be protected. Proposers must specifically designate and clearly label as “CONFIDENTIAL” any and all such materials or portions thereof that they deem to contain trade secrets or other proprietary information. Proposers should carefully consider what is truly confidential and should not mark an entire proposal as confidential. The proposer must provide the legal basis for the exemption to the City upon request. Proposers are advised that this exemption is subject to judicial review and the proposer’s designation of confidential may or may not be upheld by a Court.

D. Proposals Not Marked as Confidential

If a proposal or other material does not clearly identify the “CONFIDENTIAL” portions, the City will not notify the proposer that its proposal will be made available for inspection and copying, and the City may publicly disclose such non-clearly identified portion with no liability whatsoever to the proposer.

E. Process for Disclosing Information

If a request is made for disclosure of material or any portion marked “CONFIDENTIAL,” the City will determine whether the material should be made available under the law. If the City determines that the material is subject to disclosure, the City will seek to notify the Proposer of the request and allow the proposer ten (10) business days after such notification to take appropriate legal action in Snohomish County Superior Court at the proposer’s sole expense and liability. If the proposer does not within such ten (10) business days serve the Office of the City Attorney with a copy of an order entered by the Superior Court that expressly prohibits the City from disclosure of the material marked “CONFIDENTIAL,” then the proposer will be deemed to have consented to the public disclosure of the material marked “Confidential” and the City may publicly disclose such material without any liability whatsoever to proposer.

F. Indemnification by Proposer

To the extent that the City withholds from disclosure all or any portion of proposer’s material marked “CONFIDENTIAL”, the proposer, by submitting a proposal in response to this RFP, agrees to indemnify, defend and hold harmless the City of Everett from all lawsuits, liabilities, losses, damages, penalties, attorneys’ fees and costs the City incurs arising from or relating to such withholding from disclosure.

G. Consent to Procedure

Proposers, by submission of materials marked “CONFIDENTIAL”, acknowledge and agree that the City will have no obligation to advocate for nondisclosure in any forum and has no liability whatsoever to any proposer for the disclosure of any material or record of any kind when that disclosure is in accordance with applicable law or in accordance with an order applying applicable law entered by the Snohomish County Superior Court or a Washington appellate court. By submitting a proposal, the proposer consents to the procedure in this Section as its sole remedy and waives and releases all claims against the City arising from the City’s actions taken in accordance with this procedure.

1.14 RESPONSE PROPERTY OF THE CITY OF EVERETT

All materials submitted in response to this request become the property of the City of Everett. Selection or rejection of a response does not affect this right.

1.15 NO OBLIGATION TO BUY

The City of Everett reserves the right to refrain from contracting with any supplier. The release of this RFP does not compel the City of Everett to purchase.

1.16 COST OF PREPARING PROPOSALS

The City of Everett is not liable for any costs incurred by suppliers in the preparation and presentation of proposals and demonstrations submitted in response to this RFP.

1.17 CONTRACT TERMINATION

In determining any contract award, the City of Everett reserves the right to consider past performance by supplier in City of Everett contracts. If the City of Everett has previously terminated a contract with a supplier for supplier's default or other non-performance, the City of Everett reserves the right to reject bids or quotes received from that supplier.

1.18 RECYCLE

The City of Everett is committed to the environment and encourages suppliers to recycle material to the extent practicable.

1.19 COOPERATIVE PURCHASING (NOT USED)

SECTION 2 – SCOPE OF WORK

2.1 CITY OF EVERETT

Everett is located approximately twenty-five (25) miles north of Seattle. With a population of roughly 112,000 spanning over forty-eight miles, Everett is the largest city in Snohomish County and the seventh largest in Washington State.

The City of Everett is a first-class charter municipal corporation that operates under an elected Mayor and seven-member City Council. The City has a workforce who provide a wide array of municipal services, including police, fire, emergency medical services, street maintenance, planning and zoning, libraries, parks and recreation, and general administrative services. Additionally, the City operates five enterprises or revenue-generating divisions: water and sewer utility, solid waste, recycling utility, two golf courses, a transit system, and a parking garage.

2.2 OVERVIEW

There are currently 1,224 full time and 37 part time or seasonal personnel of all types on the City payroll. The workforce is a combination of union-represented and non-union personnel, spread across approximately 365 unique job titles. The City's labor groups consist of AFSCME, Everett Police Officer's Association, Everett Police Management Association, Crafts, IAFF, and ATU.

This compensation survey will concentrate on classifications represented by AFSCME as well as the City's unrepresented "Appointive" classifications. This represents approximately 156 AFSCME and 175 non-represented classifications, which can be found in Appendix A.

The basic premise for this work is reviewing the City of Everett's salary schedule, job classifications, and the duties performed by said positions, to ensure classifications are compensated at an externally competitive and internally equitable rate across the City based on the level of authority, scope of responsibility, and the knowledge, skills and abilities required for each position.

The selected supplier will be making determinations based on job descriptions as they are currently written and with any necessary clarification or updated information provided by the City's Human Resources (HR) Department upon request. The selected supplier will be tasked with collaborating with the city in the development of a comparator agency list.

The supplier will survey the identified comparators to gather compensation data for each classification. Once finalized, the supplier will recommend the placement of the classifications in pay ranges based on external market competitiveness and internal equity. The recommendations will be reviewed with the HR Director, Civil Service Chief Examiner, and City Administration.

The review will include looking for consistency across departments for similar jobs with respect to skills, knowledge, abilities, education, and experience requirements, as well as consistency in form and substance with other jobs in the relevant or comparable classifications.

2.3 CURRENT PROGRAMS

A. Pay Plans

The pay plan for AFSCME-represented classifications consists of 26 ranges. Each range consists of five (5) steps with approximately five (5) percent between steps.

The pay plan for Appointive classifications consists of 22 ranges. Each range consists of ten (10) steps with approximately three (3) percent between steps.

B. Benefits

- I. The City offers three (3) healthcare plans; HMA PPO, HMA CDHP, and Kaiser HMO.
- II. The City is part of the Public Employees' Retirement System (PERS).
- III. The City provides paid holidays and accrual of paid leave to eligible, regular-full, and part-time employees. Additional benefits the City offers are dental and vision coverage, flexible spending and health savings accounts, life insurance, disability coverage, AD & D insurance, and supplemental life insurance.

2.4 OBJECTIVE

City of Everett requests competitive proposals from qualified firms or individuals to conduct a classification, compensation, and pay equity study. The City desires to maintain classification and compensation plans that are legally defensible, support objective measurement of compensable factors, and maintain internal equity. The City's compensation philosophy is designed as a strategy to support the City's commitment to recruiting, rewarding, retaining, and motivating an excellent workforce. This is, in part, accomplished ensuring classifications are placed in competitive and equitable pay plans. The scope of work within this document requires the assessment and recommendation of strategies and practices to ensure classifications are placed in competitive pay structures. The City encourages all responding proposers to propose any changes or services they recommend necessary to achieve these objectives that are not specifically requested herein.

The selected supplier shall provide a review of the total compensation which includes compensation and benefits for identified regular, full-time positions and recommend possible wage adjustments that align with the City's compensation philosophy – to be an employer of choice. The successful proposer will develop a comprehensive analysis on the comparison of the City of Everett's compensation plan to other comparable municipalities and other similar organizations. This analysis and any subsequent recommended adjustments should include the "base pay" as one part of the analysis and the "total compensation package" which includes base pay, health coverage, retirement, deferred compensation plan, longevity pay, life insurance, various types of leave, and all other supplemental types of income as another part of the study. The intent of this analysis and documentation is to determine whether or not the City is competitive in terms of base pay and in terms of its "total compensation package."

The study shall evaluate the City's present classification, compensation and benefit structure as compared to the specific job market for comparable positions in the public sector. The supplier must perform or provide the following:

1. Conduct project information meetings with the Human Resources Department to explain the scope of the project, methods used, and the City's role in this process.
2. Review all current job classifications for selected classifications and analyze, document, and validate identified classifications for job definition or purpose; working relationships; essential

functions; education, experience and other skills, knowledge, and abilities; level of authority, including judgment and decision making, supervision received and exercised, and special requirements, including licensing or certification requirements, and work environment.

3. Identify a list of comparable agencies and review with Human Resources.
4. Establish appropriate benchmarking standards and conduct salary surveys as needed for positions with the identified comparable agencies.
5. Identify potential pay compression issues and provide alternative solutions.
6. Conduct a comprehensive total compensation survey using the previously mentioned benchmark agencies, using not only job titles, but duties and responsibilities based upon the classification specifications from the City of Everett.
7. Geographically modify the survey data using the most current and reliable cost of labor index for the City of Everett compared to responding survey cities. The report shall include an explanation of the survey methodology and the requested geographic adjustment process applied to the survey data.
8. Review pay range options, outlining the pros and cons of each potential option.
9. Recommend assignment of each position to an appropriate pay grade based on internal equity and marketplace considerations.
10. Provide observations and conclusions of the overall City salary ranges compared to benchmark public sector organizations data.
11. Identify and report on the City's overall market position for the benchmark classifications as a percentage of the labor market for both pay and total compensation.
12. Assist in the development of strategy for implementing the compensation recommendations and plan.

2.5 ANALYSIS

The study should include a complete analysis of the City's pay and benefits compared to the agencies identified as comparable benchmarks. Elements in the overall study and in the custom survey will include, but are not limited to, the following:

1. Base salary.
2. Variable or Incentive pay.
3. Health benefits – Medical, Dental, Vision plan costs, including total cost, premium cost sharing, deductibles, co-insurance and out of pocket maximums.
4. Access to an employer sponsored on-site or near-site medical clinic, including summary of services provided and employee costs and fees and any employer return of investment.
5. Pension and Retirement benefits.
6. Paid leave – Vacation, Sick Leave, Holidays, Floating Holidays.
7. Any cash outs of sick or vacation.

8. Longevity incentives.
9. Impact of other post-employment benefits, such as retiree medical.
10. Recruitment and retention incentives.
11. Education benefits and tuition assistance.
12. Parking paid by employer or borne by employee.
13. Other pay or incentives as determined by the survey.

2.6 DELIVERABLES

The supplier will prepare a fully documented final report with recommendations including implementation options and costs for each option. This report shall include the steps and strategies necessary for implementing each option, with the objective of minimizing the amount of movement across grade levels for the employees, and to keep the fiscal impact of the recommendations and implementation options to a level that can be managed over time.

This list is a summary of significant project deliverables. However, it is not representative of every deliverable the City expects from the selected supplier.

- a. Salary survey and benefit analysis reports.
- b. Evaluation of each job description.
- c. Review of AFSCME step pay plan.
- d. Review of Non-Represented pay for performance step plan.
- e. Proposed placement of classifications within respective step plans.
- f. Communication materials and employee educational meetings.
- g. Human Resources staff training for evaluation of documentation.

2.7 PROPOSED TIMELINE

The City's desire is to complete the analysis by November 2023.

The City envisions a phased planning process over the next six (6) to nine (9) months which must include at a minimum:

1. Scoping Phase
 - Meet with City staff to determine expectations and desired outcomes.
 - Review City of Everett existing salary and benefit plans, ordinances and efforts already created.
2. Data Gathering and Analysis Phase
 - Gather and review City classifications and associated compensation.
 - Gather and review classifications and associated compensation of comparable public sector organizations.

- Synthesize the opportunities and challenges unique and specific to the City of Everett.
 - Identify financial trade-offs of each recommendation.
 - Develop strategic options for responding to challenges.
3. Study Development and Draft Report Phase
- The report should provide an impartial, third-party data-driven analysis on all items, and should rely on evidence-based data and practices.
 - A draft report should be provided to the City Project Manager for final input.
 - After receiving input, the supplier will develop the final report recommendations addressing the assessment focus area. Supplier must include actions that could be taken should the right opportunities emerge.
 - Human Resources briefing.
4. Final Report and Recommendations Phase
- Deliverables include:
- Completed analysis with associated graphics and appendices in both hard copy and electronic PDF format.
 - PowerPoint presentation to Human Resources and Administration.
 - Human Resources briefing on final report

2.8 SUPPLIER RESPONSIBILITIES

The Supplier will report to the Project Manager. The Supplier will provide internal communications and messages in the form of oral and written memos to the Project Manager as needed.

MEETINGS

The Supplier shall attend a variety of meetings that fall into the following categories:

- A. Meetings with Project Staff
 - Conduct regular meetings with Project Staff to facilitate discussion on content of the study based upon stakeholder input.
- B. Interim Meetings
 - Monthly status updates with Project Manager.
 - Monthly status updates with additional key city staff, as necessary.
- C. Outreach Meetings
 - Facilitate with the identification of stakeholders.
 - Updates to Human Resources and City Administration, as necessary.

2.9 CITY OF EVERETT RESPONSIBILITIES

City staff will be responsible for the following:

- Providing a primary contact for Supplier.
- Provide current pay ranges and job descriptions.
- Provide existing available data and reports to support analysis.
- Provide existing background data.
- Coordinate review of supplier deliverables.

2.10 WORK MADE FOR HIRE

All Deliverables, in whole and in part, shall be deemed works made for hire of City of Everett for all purposes of copyright law, and copyright shall belong solely to the City of Everett. To the extent that any such Deliverable does not qualify as a work for hire under applicable law, and to the extent that the Deliverable includes materials subject to copyright, patent, trade secret, or other proprietary right protection, Awarded Supplier agrees to assign, and hereby assigns, all right, title and interest in and to Deliverables, including without limitation all copyrights, inventions, patents, trade secrets, and other proprietary rights therein (including renewals thereof) to the City of Everett.

2.11 CHANGES IN SCOPE OF WORK

The City reserves the right to add or delete similar services such as follow-on reports or report updates to this contract as necessary. In the event of a change, the City of Everett will provide the supplier with a thirty (30) day written notice of such change.

In addition, the City of Everett reserves the right to make changes, additions to, or deductions from these Scope of Work provided that they conform to the general scope of the contract. The Supplier will not affect any change without the prior written approval of the City.

Out of scope work shall be priced separate, post contract, as needed for unanticipated organizational changes such as reorganizations, organizational chart restructuring, adding departments or divisions, etc.

2.12 PRICING ADJUSTMENTS

Prices shall remain firm for the initial Contract period. Reasonable price changes based on market conditions and price, or cost analysis may be requested made on an annual basis after the initial Contract period. The Supplier shall supply documentation satisfactory to the City of Everett such as documented changes to the Producers Price Index for the commodity, the Consumer Price Index for the Seattle-Tacoma-Bellevue area, or a manufacturer's published modification of price change(s).

The City of Everett will evaluate this information to determine if revising the price is considered fair and reasonable to the satisfaction of the City. Requests for any such change are to be made in writing to the Procurement Division. A written contract amendment will be issued by the City which will institute the price adjustment, provide the new prices, and establish the effective date for the new prices.

The Supplier shall give the City of Everett Procurement Division, sixty (60) calendar days written notice prior to the effective date of the price increase.

2.13 PAYMENT

Within thirty (30) days after delivery, acceptance of items ordered and a properly prepared invoice but not more often than once per month the City of Everett will pay the supplier according to the rate(s) stated on the price sheet.

No down payment or advance payment of any kind will be made. Washington State law requires proof that the materials have been furnished, the services rendered, or the labor performed as described before payment may be made. All invoices must list the PO number and are to be submitted to the following address:

City of Everett – Accounts Payable
PO Box 12130
Everett, WA 98206
accountspayable@everettwa.gov

SECTION 3 – PROPOSAL EVALUATION PROCESS

3.1 GENERAL

All proposals will be reviewed to determine compliance with the requirements as specified in the RFP. Proposals will be evaluated on how well the proposal meets the needs of the City, as described in the supplier's response to each requirement and the evaluation criteria identified in this RFP. It is important that the responses be clear and complete so that the evaluators can adequately understand all aspects of the proposal.

3.2 SELECTION PROCESS

The City will select the proposal that, in its sole discretion, is the most advantageous to the City. The City reserves the right to make an award without further discussion of the proposal submitted; there may be no best and final offer procedure. Therefore, the proposal should be initially submitted on the most favorable terms that the supplier can offer. The specifications may be altered by the City of Everett based on the supplier's proposal and an increase or reduction of services with the supplier may be negotiated before contract signing, award, and execution.

3.3 CONTRACT AWARD AND EXECUTION

A contract award will be for the supplier that best meets the needs of the City of Everett.

The award of a contract to the successful supplier will be notice of acceptance. The award of a contract will bind the supplier to furnish the service in accordance with the information herein, responses to questions, the supplier's proposal, other representations made, as well as all other terms and conditions of the contract in its final form.

3.4 EVALUATION CRITERIA

Proposals will be evaluated based on the following weighted criteria and how well they meet the needs and requirements as described in the RFP.

#	Criteria	Points	Description
1	Qualifications and Relevant Experience	75	Evaluate responses to Questionnaire 4.03.
2	Technical Capability, Approach, and Capacity	150	Evaluate responses to Questionnaire 4.03.
3	Communication, Customer Services, and Training	50	Evaluate responses to Questionnaire 4.03.
4	Risk, Performance, and Quality Assurance	35	Evaluate responses to Questionnaire 4.03.
5	Price Proposal	100	Evaluate Suppliers' price proposals to determine if the cost is fair and reasonable. Proposed prices: <ul style="list-style-type: none">• are realistic for the work to be performed and• demonstrate that the Supplier understands the Scope of Work.
	Total	410	

3.5 INTERVIEWS

The City of Everett may request interviews with the highest-ranked supplier(s). Interviews will be held on **July 17th from 9:00 AM to 4:00 PM**. The purpose of the interview, if held, will be to further review the finalist(s) in specific areas to determine which proposal provides the best fit and value to the City of Everett. Finalist(s) must have key employees available for these interviews. The City of Everett will notify the finalist(s) as to the time, date, and location for an interview or conference call.

SECTION 4 – PROPOSAL SUBMITTAL REQUIREMENTS

4.1 SUBMITTAL REQUIREMENTS

Suppliers must provide a proposal which must demonstrate an understanding of the project requirements as stated throughout this Request for Proposal.

Proposals in response to this RFP must be submitted in the order specified below. Proposal responses must include:

- 1. Supplier Commitment and Information (included)**
- 2. Price Sheet (included)**
- 3. Narrative responses** to the questions asked. Suppliers should re-type the heading, question identifier and question. Then answer the questions and provide in the same order requested below. Suppliers may emphasize in their narrative any areas of their proposal that they believe exceed our requirements.
- 4. Certificate of Non-Debarment/Suspension (included)**

4.2 SUGGESTED RESPONSE FORMAT

- Standard 8 1/2" x 11" paper
- Single or double sided, numbered pages
- Typed with a minimum of 12-point font
- Form 4.03 – re-type the question before responding

FORM 4.01 SUPPLIER COMMITMENT AND INFORMATION

REQUEST FOR PROPOSAL #2023-043 COMPENSATION & PAY EQUITY STUDY

Company Name:		
Company Address:		
City:	State:	ZIP:
Tax ID #:	UBI #:	
Legal status of supplier organization, i.e., corporation, partnership, sole proprietorship.		
Diversity Certification (if applicable): <input type="checkbox"/> Disadvantaged Business Enterprise (DBE) <input type="checkbox"/> Minority Business Enterprise (MBE) <input type="checkbox"/> Women Business Enterprise (WBE) <input type="checkbox"/> Minority Women Business Enterprise (MWBE) Certification number:		
Website:	City of Everett Business License #	
Supplier Contact Name (if different from Authorizing Official):	Supplier Contact Title:	
Supplier Contact Email:	Supplier Contact Direct Phone:	
Supplier Contact Address (if different from above):		
City:	State:	ZIP:

By responding to this solicitation, the Supplier understands and agrees to be bound by all requirements and contract terms and conditions contained in this solicitation. By signing this form, the Supplier acknowledges receipt and understanding of any and all addenda issued for this solicitation. This form, signed by an individual authorized to legally commit the Supplier, must be submitted as the cover page.

The Supplier also certifies that:

- I am authorized to commit my firm to this Proposal and that the information herein is valid for 90 days from this date.
- That all information presented herein is accurate and complete and that the scope of work can be performed as presented in this proposal upon the City's request.
- That I have had an opportunity to ask questions regarding this Proposal and that those questions have been answered.
- That this Proposal response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for this Proposal and is in all respects fair and without collusion or fraud.

This form may be signed by ink signature, copy of ink signature, copy of signature, e-signature or any other form of signature. By submitting this bid, the bidder agrees that its signature will have the same legal effect as an original ink signature.

Authorizing Official Name:	Authorizing Official Title:
Authorizing Official Email:	Authorizing Official Phone:
Authorizing Official Signature and Date :	

FORM 4.02 PRICE SHEET

REQUEST FOR PROPOSAL #2023-043 COMPENSATION & PAY EQUITY STUDY

Supplier Name:

Prices must include providing all services as detailed in the Scope of Work.

1. Complete the price sheet.
2. This project will be paid based on milestones. Provide a firm fixed, not to exceed, lump sum amount for the entire study then provide a break down cost for each deliverable. As each deliverable is completed, this is the amount that will be paid for completing that milestone.
3. Clearly identify any services mentioned in your response that are not included in your proposed fee such as services that would be an additional expense.

A.	Compensation Study	Firm Fixed, Not To Exceed	\$
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Task Breakdown	# of hours for task	Cost
Deliverable: Scoping Phase		
Deliverable: Data Gathering and Analysis		
Deliverable: Study Development and Draft Report		
Deliverable: Final Report and Recommendations		

B. Optional Additional Services		
Provide hourly rates for additional applicable services that your firm can provide. List staff/positions to be utilized, their hourly rates, estimated hours for each position, and any other associated costs. While hours are estimated, any rates provided must remain in place for the duration of the contract.		
Task Breakdown	# of hours for Task	Cost
Deliverable:		
Deliverable:		

FORM 4.03 QUESTIONNAIRE

Suppliers must complete this “Questionnaire” providing the information in the same order requested below. Suppliers may emphasize in their narrative any areas of their proposal that they believe exceed our requirements.

1. Qualifications and Relevant Experience

- A.** Briefly describe your company. Include how long the company been in business.
- B.** Describe the qualifications of your company as it relates to this RFP, its business experience, and achievements.
- C.** Describe your firms experience with issues relating to represented employees, labor contracts, and political constraints, and how you addressed these constraints in your analysis and recommendations.
- D.** Identify the project manager that will be assigned to Everett if you are awarded this contract. Include years of experience, years in industry, years with firm, etc. Provide a list of three major projects that person has been involved in and his or her role on those projects
- E.** Provide names, tenure, roles, and responsibilities for each key team member engaged in providing the related services.
- F.** Describe how you acquire and maintain the staff and personnel possessing the qualifications and capabilities called for in this RFP.
- G.** Identify any representatives from your firm located in Washington State or the Northwest Region.
- H.** What characteristics most distinguish your organization from your competitors?

2. Technical Capability, Approach, and Capacity

- A.** Describe your methodology in reviewing compensation practices in public agencies and developing compensation recommendations. List the primary features or work tasks, and describe your execution, management, and control of the project.
- B.** Provide a schedule and timeline for this project and include an estimate for City of Everett staff time requirements, if any.
- C.** What is your approach to this project? List the primary features or work tasks. Describe your execution, management, and control of the project.
- D.** How will the City benefit from your approach?
- E.** Describe how your company will meet or exceed the list of objectives listed in Section 2.
- F.** How will your approach help us achieve our goal of maintaining a compensation system that is competitive with the market and to ensure its compensation plan is externally competitive and internally equitable?
- G.** What immediate improvements will we notice as a result of your approach?

- H. How (or why) does your approach provide the best value?
- I. Identify your availability for this project. Please include a statement of other work currently under way or anticipated to be in progress during the time frame of this project and show how you intend to schedule projects so this project is adequately supported and will be delivered on time.
- J. Describe your process to ensure compliance with Washington State laws and regulations.
- K. Describe any relevant software programs that your firm proposes utilizing for this contract.
- L. Does your firm intend to subcontract any portion of this contract? If so, please provide the following: name of the firm(s), the percentage of work to be performed by each subcontractor, and a description of the nature of work performed by each.

3. Communication, Customer Services, and Training

- A. Describe how your company or project manager will keep City of Everett timely informed of any issues related to delivering the services described in this RFP.
- B. Describe your company's customer service. What is your company's policy for returning calls and e-mails?
- C. Describe your approach to achieving Customer Satisfaction.
- D. Describe your on-going training of your staff to assure daily working knowledge as applicable to this contract.
- E. Identify your office location and customer service hours (Pacific Time).
- F. How will your project manager communicate with City of Everett's project manager in all phases of the contract? How often will status reports be provided?

4. Risk, Performance, and Quality Assurance

- A. Submit no more than five (5) completed relevant project experiences, within the past five years that demonstrate successful contract performance similar in size and scope as described in this RFP, include any government experience. Include the following for each reference:
 - a. Company name and full address
 - b. Point of contact name, title, e-mail address, and phone number
 - c. Contract title, number, start and completion dates
 - d. Contract description & order / service details
- B. Describe your quality assurance process to ensure accurate data and comparables.
- C. Have you defaulted on any contracts within the past three years or failed to meet contract terms? If so, describe.

**FORM 4.04 CERTIFICATE OF NON-DEBARMENT/SUSPENSION
REQUEST FOR PROPOSAL #2023-043
COMPENSATION & PAY EQUITY STUDY**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS**

THIS FORM MUST BE COMPLETED BY THE PRIME SUPPLIER AND ANY SUB-TIER SUPPLIERS THAT WILL BE AFFILIATED WITH THE WORK IN THIS QUOTE. RETURN ALL COMPLETED FORMS WITH ORIGINAL QUOTATION PACKAGE.

The Lower Tier Participant (Applicant for a third-party subcontract or subgrant under a federal funded project), _____ hereinafter referred to as *Supplier*, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the Supplier is unable to certify to any of the statements in this certification, such Supplier must attach an explanation to this submittal.

The Supplier, _____, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801 et seq. are applicable thereto.

Signature of Authorized Official

Title of Authorized Official

Date

SECTION 5 – ACRONYMS & DEFINITIONS

AFSCME: American Federation of State, County, and Municipal Employees.

ATU: Amalgamated Transit Union.

Bidder: see “Supplier”.

CDHP: Consumer-Drive Health Plans.

CFR: Code of Federal Regulations.

City Facility: the location(s) work is to be performed.

City: refers to the City of Everett (“COE”), located in Washington State.

Contractor: see “Supplier”.

Contract Administrator: see “Procurement Professional”.

Cost Analysis: comparison of offered price to the offeror’s own costs and evaluation of the difference (profit).

Crafts – Snohomish County Construction Crafts Union

Desired Features: features that a requested commodity or solution does not have to possess to be considered responsive. However, inclusion of such features is considered value added qualities that may lead to a higher level of success and evaluation score for the proposal response. These are in addition to the salient characteristics included in the solicitation.

HMA: Healthcare Management Administrators.

HMO: Healthcare Maintenance Organization insurance plan.

HR: City of Everett Human Resources Department.

IAFF: International Association of Fire Fighters.

L&I: the Washington State Department of Labor and Industries.

Lower Tier Participant: see “Supplier”.

Mandatory Features: a condition set out in the scope of work or specifications that must be met without alteration. Not meeting a mandatory requirement may be grounds for disqualification of a bid or proposal.

Must: see “Shall”.

Offeror: see “Supplier”.

OSHA: Occupational Safety and Health Administration.

PERS: The Washington Public Employees’ Retirement System.

PPO: Preferred Provider Organization insurance plan.

Price Analysis: comparison of proposed price to comparable pricing data.

Prime Contractor: see “Supplier”.

Procurement Professional: the individual in Procurement assigned by the City of Everett who is responsible for resolving contractual issues and supporting the Project Manager during Contract performance. This includes the issuance of a written document to amend, modify, or deviate from the Contract terms, conditions, requirements, specifications, details, or delivery schedule.

Project Manager: the individual assigned by the requesting department that is responsible for managing, inspecting, and monitoring all Contractor work performed to ensure compliance with the contract requirements. The Project Manager is the Contractor’s primary point of contact and acts as the agency’s representative in charge of work at the site.

Proposer: see “Supplier”.

RCW: Revised Code of Washington.

Recipient: see “City”.

Shall or Must: the terms “shall” or “must” are used whenever a specification expresses a requirement by either the City or the Supplier.

Subcontractor: the individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Supplier to perform any portion of the work covered by this contract.

Submittals: information which is submitted to the City of Everett by the Supplier.

Supplier: the individual, association, partnership, firm, company, corporation, or a combination thereof, including joint ventures, submitting a response to perform the work.

UCC: Uniform Commercial Code.

WAC: Washington Administrative Code.

WISHA: Washington Industrial Safety and Health Act of 1973.

CITY OF EVERETT COMPENSATION PAY EQUITY STUDY

APPENDIX A

Classification Title	Occup. Code	Range No.
Accountant I	1200	01-018
Accounting Asst/Customer Svc Representative	2300	01-011
Accounting Manager	6051	06-015
Accounting Technician	2310	01-012
Administrative Assistant	6301	06-107
Administrative Coordinator	6302	06-008
Administrative Secretary	6303	06-104
Animal Care and Customer Service Assistant	1535	01-008
Animal Control Officer	1510	01-014
Animal Services Manager	6201	06-012
Animal Services Veterinarian	6750	06-011
Animal Shelter Attendant	1530	01-007
Animal Shelter Volunteer & Foster Supervisor	1515	01-017
Arborist	3000	01-015
Assistant Accounting Manager	6049	06-014
Assistant Animal Services Manager	6754	06-010
Assistant Buyer	1222	01-012
Assistant City Attorney I	6351	06-009
Assistant City Attorney II	6352	06-013
Assistant City Attorney III	6353	06-015
Assistant City Attorney/Safe Streets Manager	6016	06-016
Assistant Construction Manager	6674	06-013
Assistant Fire Chief	6250	06-020
Assistant Fire Chief/Fire Marshal	6254	06-020
Assistant Inventory Control/Dispatch Technician	3600	01-014
Assistant Library Director/Librarian IV	6401	06-013
Assistant Municipal Court Administrator	6451	06-011
Assistant Parks & Recreation Director	6502	06-016
Assistant Planner	1540	01-016
Associate Engineer - NPE	6304	06-010
Associate Engineer - PE	6305	06-012
Associate Planner	1550	01-018
Asst. Real Property Manager	6202	06-011
Athletic Program Supervisor	3038	01-017
Budget Manager	6053	06-015
Building Official	6701	06-016
Business Analyst	6710	06-011
Buyer	1260	01-016
Capital Program Funding Manager	6708	06-015
Capital Projects Coordinator	6313	06-011
Case Management Coordinator	6149	06-010
Cement Finisher	3610	01-015
Chief Administrative Assistant	6001	06-024
Circulation Assistant II	2606	01-008
Circulation Assistant III	2609	01-010

CITY OF EVERETT COMPENSATION PAY EQUITY STUDY

APPENDIX A

Classification Title	Occup. Code	Range No.
Circulation Assistant IV	2612	01-012
Circulation Supervisor	2615	01-017
City Attorney	6354	06-021
City Clerk	6054	06-015
City Engineer/Assistant Public Works Director	6702	06-018
City Traffic Engineer	6703	06-015
Civil Design Technician	4215	01-019
Code Compliance Supervisor	6612	06-011
Code Enforcement Officer	6102	06-009
Communications & Marketing Manager	6024	06-014
Communications Director	6009	06-017
Communications Technician	3640	01-019
Community Development Director	6150	06-017
Community Development Manager	6152	06-012
Community Development Specialist	6151	06-010
Community Outreach Specialist	6145	06-008
Community Outreach Specialist - Library	6144	06-008
Community Outreach Specialist - Police	6143	06-008
Community Support Specialist/Social Worker	6312	06-010
Community Support Specialist/Social Worker - Fire	6140	06-010
Community Support Specialist/Social Worker - Library	6142	06-010
Community Support Specialist/Social Worker - Police	6141	06-010
Community Support Supervisor/Social Worker	6159	06-011
Computer Aided Design (CAD) Manager	6709	06-011
Construction Inspector	4210	01-019
Construction Manager	6664	06-014
Cultural Arts Manager	6014	06-014
Custodial Supervisor	1945	01-017
Custodian	1950	01-008
Deputy City Attorney	6355	06-017
Deputy City Clerk/Public Records Officer	6056	06-012
Deputy Fire Chief	6252	06-016
Deputy Police Chief	6601	06-021
Detention Monitoring Assistant	6455	06-107
Development Construction Supervisor	6311	06-011
Development Technician	4220	01-019
Digital Services Librarian	2633	01-020
Director of Emergency Management	6030	06-017
Director of Everett Transit	6807	06-019
Economic Development & Placemaking Program Manager	6165	06-012
Economic Development Director	6013	06-017
Electrician4	1960	01-017
Emergency Management Public Education Coordinator	6015	06-010
Emergency Preparedness Program Manager	6260	06-012
Employee Benefits Coordinator	6553	06-009

CITY OF EVERETT COMPENSATION PAY EQUITY STUDY

APPENDIX A

Classification Title	Occup. Code	Range No.
Encampment Response Supervisor	4090	01-018
Engagement & Communications Specialist	6020	06-009
Engagement Director	6018	06-017
Engineering Superintendent	6665	06-016
Engineering Technician	4260	01-016
Engineering Technician Trainee	4270	01-014
Environmental Permit Coordinator	4385	01-020
Environmental Health & Safety Manager	6552	06-014
Environmental Health & Safety Specialist	6551	06-012
Environmental Planner	1590	01-020
Environmental Technician	4395	01-016
Equipment Operator	3700	01-014
Equipment Serviceworker	3710	01-014
Equity Manager	6562	06-012
Everett Station Building Manager	6814	06-011
Executive Administrator	6012	06-017
Executive Assistant - City Council	6017	06-009
Executive Assistant - Mayor's Office	6003	06-009
Executive Director	6004	06-021
Executive Project Coordinator	6006	06-011
Facilities Maintenance Supervisor	6204	06-011
Facilities Manager	6205	06-012
Facilities Planning & Capital Development Manager	6210	06-013
Finance Director/Treasurer	6057	06-019
Financial Analyst	6306	06-009
Fire and Emergency Medical Services Analyst	6255	06-009
Fire and EMS Support Specialist	2348	01-016
Fire Apparatus/Equipment Mechanic	2145	01-020
Fire Chief	6253	06-022
Fire Department PIO & Public Education Coordinator	6256	06-012
Fleet Maintenance Supervisor	3685	01-021
Fleet Program Manager	6813	06-011
Fleet Service Technician	3690	01-019
Fleet Support Specialist	4549	01-016
Forensic Imaging Analyst	6611	06-009
Fundraising Coordinator	6757	06-010
GIS Programmer/Analyst	4275	01-018
Golf and Athletic Supervisor	3037	01-020
Golf and Grounds Equipment Technician	3025	01-015
Golf and Park Program Manager	6511	06-012
Golf Course Supervisor	3035	01-017
Government Affairs Director	6005	06-015
Groundskeeper/Maintenance Technician II	3020	01-015
Heavy Equipment Operator	3720	01-015
Homeless Response Coordinator	6148	06-010

CITY OF EVERETT COMPENSATION PAY EQUITY STUDY

APPENDIX A

Classification Title	Occup. Code	Range No.
Horticulturist	3040	01-017
Housing Improvement Inspector	6155	06-010
Human Resources Analyst	6557	06-009
Human Resources Business Analyst	6565	06-011
Human Resources Coordinator	6554	06-008
Human Resources Director	6555	06-019
Human Resources Manager	6558	06-015
ILS and Acquisitions Coordinator	2645	01-014
Industrial Waste Inspector	3730	01-019
Information Technology Director	6062	06-019
Information Technology Manager	6055	06-016
Information Technology Project Manager	6064	06-014
Information Technology Support Specialist I	1384	01-015
Information Technology Support Specialist II	1386	01-017
Information Technology Support Specialist Senior	1388	01-019
Inventory Control Technician	3740	01-017
Judicial Assistant	2811	01-012
Labor & Employee Relations Coordinator	6560	06-011
Labor Relations Program Manager	6561	06-012
Land Use Planning Manager	6156	06-015
Landscaper	3050	01-015
Lead Prosecuting Attorney	6359	06-016
Lead Utility Serviceworker	3750	01-017
Legal Administrator/Risk Manager	6356	06-014
Legal Assistant	2395	01-010
Librarian I	2624	01-018
Librarian II	2627	01-020
Librarian II - Cataloging	2648	01-020
Library Branch Manager/Librarian III	6403	06-012
Library Director	6404	06-019
Library Office Specialist	2720	01-012
Library PC Technician	2762	01-016
Library Specialist	6406	06-010
Library Technical Services Manager/Librarian III	6407	06-012
Library Technician II	2636	01-008
Library Technician III	2639	01-010
Library Technician IV	2642	01-012
Long Range Planning Manager	6157	06-015
Maintenance Mechanic	2370	01-017
Maintenance Superintendent	6662	06-016
Maintenance Superintendent/Assistant Public Works Director	6679	06-018
Maintenance Technician	3026	01-012
Maintenance/Operations Supervisor	6663	06-013
Marketing and Design Specialist	6021	06-009
Multimedia Communications Coordinator	6022	06-010

CITY OF EVERETT COMPENSATION PAY EQUITY STUDY

APPENDIX A

Classification Title	Occup. Code	Range No.
Municipal Court Administrator	6452	06-015
Municipal Court Security Officer	6453	06-103
Neighborhoods & Community Engagement Coordinator	6002	06-012
Network Engineer I	1396	01-022
Network Engineer II	1406	01-025
Network Engineer Senior	1416	01-027
Northwest Room Assistant	2618	01-008
Office Assistant	2390	01-008
Office Specialist	2400	01-012
Office Technician	2420	01-010
Operations Maintenance Manager	6678	06-015
Operations Superintendent	6654	06-016
Operations Superintendent/Assistant Public Works Director	6666	06-018
Paratransit Schedule Technician	4545	01-010
Park Ranger I	3080	01-012
Park Ranger Supervisor	3095	01-017
Parking Enforcement Officer	3420	01-011
Parks & Grounds Maintenance Supervisor	3105	01-020
Parks & Recreation Director	6504	06-019
Parks and Facilities Program Coordinator	6507	06-010
Parks Business Program Manager	6510	06-012
Parks Planning and Capital Development Manager	6512	06-013
Permit Services Manager	6706	06-014
Permit/Development Counter Technician	4320	01-014
Planner	1670	01-020
Planning & Community Engagement Coordinator	6147	06-009
Planning Director	6158	06-019
Plant/Pump Maintenance Mechanic 1	3820	01-016
Police Chief	6602	06-023
Police Crime Analyst	6610	06-009
Police Inspector	6604	06-017
Police Property Room Manager	6609	06-011
Police Property Room Specialist	3531	01-013
Police Public Disclosure Specialist	3525	01-013
Police Records Unit Shift Supervisor	3505	01-015
Police Services Program Manager	6606	06-012
Police Specialist	3520	01-012
Pretreatment Manager	6655	06-012
Principal Engineer	6307	06-015
Probation Counselor	6454	06-010
Procurement Manager	6060	06-015
Project Coordinator	6308	06-010
Project Manager - Architect	6206	06-012
Public Information/Education Specialist	3809	01-016
Public Service Aide	2425	01-002

CITY OF EVERETT COMPENSATION PAY EQUITY STUDY

APPENDIX A

Classification Title	Occup. Code	Range No.
Public Works Budget Manager	6680	06-014
Public Works Director	6667	06-020
Public Works Finance & Support Services Manager	6658	06-016
Public Works Information & Education Officer	6656	06-012
Public Works Project Manager	6677	06-012
Public Works Supervisor - Sewer/Drainage/Utilities	4082	01-019
Public Works Supervisor - Streets	4085	01-019
Public Works Supervisor - TSG/Utilities	4084	01-019
Public Works Supervisor - Water/Utilities	4083	01-019
Ranger II	3090	01-014
Real Property Manager	6207	06-015
Records Information Specialist	3530	01-012
Records Systems Specialist	4400	01-014
Records Unit Manager	6607	06-011
Recreation Leader	3160	01-009
Recreation Supervisor	3190	01-017
Resource Conservation Program Manager	6509	06-012
SCADA/Telemetry Technician I	3875	01-019
SCADA/Telemetry Technician II	3876	01-020
SCADA/Telemetry Technician Lead	3877	01-021
Security Analyst I	1398	01-022
Security Analyst II	1408	01-025
Security Analyst Senior	1418	01-027
Senior Center Coordinator	1700	01-017
Senior Center Manager	6753	06-011
Senior Communications Officer	6019	06-012
Senior Engineer	6310	06-014
Senior Environmental Specialist	6668	06-014
Senior Financial Analyst	6314	06-011
Senior Public Information/Education Specialist	3808	01-017
Senior Records Systems Specialist	4398	01-016
Senior Signal Technician	4410	01-020
Senior Wastewater Operator	6670	06-012
Senior Water Operator	6657	06-012
Shelter Operations Coordinator	6755	06-009
Small Tool & Equipment Repair Technician	2445	01-015
Source Control Inspector	3725	01-019
Special Projects Manager	6010	06-015
Structural Maintenance Supervisor	3100	01-020
Supervisor I	2450	01-017
Supervisor II	2460	01-020
Support Services Manager	6608	06-011
Surface Water Inspector	3735	01-019
Surface Water Manager	6675	06-015
System Administrator I	1392	01-022

CITY OF EVERETT COMPENSATION PAY EQUITY STUDY

APPENDIX A

Classification Title	Occup. Code	Range No.
System Administrator II	1402	01-025
System Administrator Senior	1412	01-027
System Analyst I	1394	01-022
System Analyst II	1404	01-025
System Analyst Senior	1414	01-027
Tax & License Compliance Auditor	6050	06-011
Telecommunications Assistant	2015	01-010
Telecommunications Manager	6208	06-010
Traffic Electronic Technician	4420	01-019
Traffic Electronic Technician Trainee	4425	01-017
Traffic Operations Supervisor	4441	01-021
Traffic Signal Electrician	4430	01-019
Traffic Signal Technician	4435	01-018
Traffic Technician	4440	01-019
Transit Operations Manager	6805	06-015
Transit Operations Supervisor	6804	06-011
Transit Training/Safety Coordinator	6812	06-010
Transportation Center Security Officer	2016	01-011
Transportation Maintenance Technician	3860	01-015
Transportation Program Manager	6808	06-011
Transportation Services Customer Service Technician	4590	01-010
Transportation Services Manager	6803	06-015
Transportation Systems Manager	6809	06-013
Treatment Plant Operator-in-Training	4070	01-010
Urban Forester	3210	01-017
Utilities Electrician & Electrical Safe Worker Program Admin	3885	01-021
Utilities GIS Program Manager	6659	06-011
Utilities Maintenance Technician I	3878	01-018
Utilities Maintenance Technician II	3879	01-019
Utilities Maintenance Technician III	3880	01-020
Utilities Records Manager	6660	06-010
Utility Laborer	3900	01-010
Utility Mapping Supervisor	3890	01-019
Utility Service Worker	3920	01-015
Utility Services Supervisor	6661	06-012
Vehicle Electronics Technician	3695	01-019
Vehicle Maintenance Manager	6810	06-015
Vehicle Parts Storekeeper	4547	01-011
Veterinary Clinic Coordinator	6756	06-007
Veterinary Manager	6758	06-015
Veterinary Technician	1525	01-009
Visual Information Specialist	2480	01-014
Warehouseworker	1430	01-010
Wastewater Plant Manager	6651	06-015
Water Plant Manager	6669	06-015

CITY OF EVERETT COMPENSATION PAY EQUITY STUDY

APPENDIX A

Classification Title	Occup. Code	Range No.
Water Pollution Control Operator I	3940	01-015
Water Pollution Control Operator II	3950	01-017
Water Pollution Control Operator III	3960	01-019
Water Pollution Control Operator IV	3965	01-020
Water Quality Analyst	3980	01-019
Water Quality Control Operator	3990	01-017
Water Quality Technician	4010	01-016
Water Service Technician1	4020	01-016
Water Treatment Plant Operator I	4040	01-015
Water Treatment Plant Operator II	4050	01-017
Water Treatment Plant Operator III	4060	01-019
Water Treatment Plant Operator IV	4065	01-020
Water/Wastewater Quality Process Analyst	6671	06-012
Welder	4080	01-018
Workers Compensation Coordinator	6559	06-010
Youth Services Assistant	2621	01-008
Youth Services Manager/Lib III	6402	06-012

**CITY OF EVERETT
PROFESSIONAL SERVICES AGREEMENT**



THIS AGREEMENT made and entered into on this day of , , by and between the **CITY OF EVERETT**, a municipal corporation under the laws of the State of Washington, hereinafter referred to as the “City,” and , whose address is , hereinafter referred to as the “Service Provider.”

WHEREAS, the City desires to engage the Service Provider to for the City of Everett; and

WHEREAS, Service Provider represented, and by entering into this Agreement now represents, that it is fully qualified to perform the work to be performed hereunder in a competent and professional manner;

NOW, THEREFORE, the parties herein do mutually agree as follows:

1. **Engagement of Service Provider.** The City hereby agrees to engage the Service Provider, and the Service Provider hereby agrees, to perform the work in a competent and professional manner and provide the services described in the attached "Exhibit A - Scope of Work". The Scope of Work so identified is hereafter referred to as “Work”. Without a written directive of an authorized representative of the City, the Service Provider shall not perform any services that are in addition to, or beyond the scope of, the Work. If the Service Provider’s proposal is attached as an exhibit, and if such proposal contains or incorporates any conditions or terms in addition to or different from the terms of this Agreement, then the Service Provider expressly agrees that such conditions or terms are neither incorporated nor included into this Agreement between the City and Service Provider. If, and to the extent, the Work includes the design of a public work or improvement, in whole or in part, Service Provider’s design shall be reasonably accurate, adequate and suitable for its intended purpose.

2. **Intellectual Property Rights.** Reports, drawings, plans, specifications and any other intangible property created in furtherance of the Work are property of the City for all purposes, whether the project for which they are made is executed or not, and may be used by the City for any purpose. Unless otherwise expressly agreed in writing, all intellectual property rights in such documents or intangible property created pursuant to this Agreement, or for the City of Everett, belong to the City of Everett. Service Provider retains any intellectual property rights in documents and intangible property created by Service Provider prior to engagement, or not created by Service Provider for its performance of this Agreement.

3. **Time of Beginning and Completion of Performance.** This Agreement shall commence as of the date of mutual execution of this Agreement and shall be completed by .

4. **Compensation.**

A. The City shall pay the Service Provider only for completed Work and for services actually rendered which are described herein. Such payment shall be full compensation for Work performed or services rendered, including, but not limited to, all labor, materials, supplies, equipment and incidentals necessary to complete the Work.

B. The Service Provider shall be paid such amounts and in such manner as described in Exhibit B.

C. Service Provider may receive payment as reimbursement for Eligible Expenses actually incurred. "Eligible Expenses" means those types and amounts of expenses either listed in Exhibit C or such expenses as are approved for reimbursement by the City in writing prior to the expense being incurred. If Exhibit C is either blank or not attached, expenses may not be reimbursed unless prior written approval was obtained from the City. An expense shall not be reimbursed if: (1) the expense is not identified in Exhibit C; (2) the expense exceeds the per item or cumulative limits for such expense if it is identified in Exhibit C; or (3) the expense was not approved in writing by an authorized City representative prior to the Service Provider incurring the expense. If, and to the extent, overnight lodging in western Washington is authorized, Service Provider is strongly encouraged to lodge within the corporate limits of City. When authorized, Service Provider will be reimbursed 100% of lodging expense, if lodged within the corporate limits of the City, but Service Provider will be reimbursed 50% of lodging expense when lodged outside the corporate limits of the City. If authorized, the City may (at its sole option) obtain or arrange air travel for the Service Provider.

D. Total compensation, including all services and expenses, shall not exceed a maximum of Dollars (\$).

E. If Service Provider fails or refuses to correct its work when so directed by the City, the City may withhold from any payment otherwise due an amount that the City in good faith believes is equal to the cost to the City of correcting, re-procuring, or remedying any damage caused by Service Provider's conduct.

5. **Method of Payment.**

A. To obtain payment, the Service Provider shall (a) file its request for payment, accompanied by evidence satisfactory to the City justifying the request for payment; (b) submit a report of Work accomplished and hours of all tasks completed; (c) to the extent reimbursement of Eligible Expenses is sought, submit itemization of such expenses and, if requested by the City, copies of receipts and invoices; and (d) comply with all applicable provisions of this Agreement. Service Provider shall be paid no more often than once every thirty days.

B. All requests for payment should be sent to:

City of Everett
Attn.:

Everett, WA

6. **Submission of Reports and Other Documents.** The Service Provider shall submit all reports and other documents as and when specified in Exhibit A. This information shall be subject to review by the City, and if found to be unacceptable, Service Provider shall correct and deliver to the City any deficient Work at Service Provider's expense with all practical dispatch. Service Provider shall abide by the City's determinations concerning acceptability of Work.

7. **Termination of Contract.** City reserves the right to terminate this Agreement at any time by sending written notice of termination to Service Provider ("Notice"). The Notice shall specify a termination date ("Termination Date") at least fourteen (14) days after the date the Notice is issued. The Notice shall be effective ("Notice Date") upon the earlier of either actual receipt by Service Provider (whether by email, mail, delivery or other method reasonably calculated to be received by Service Provider in a reasonably prompt manner) or three calendar days after issuance of the Notice. Upon the Notice Date, Service Provider shall immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Service Provider's material breach, the Service Provider shall be paid or reimbursed for: (a) all hours worked and Eligible Expenses incurred up to the Notice Date, less all payments previously made; and (b) those hours worked and Eligible Expenses incurred after the Notice Date, but prior to the Termination Date, that were reasonably necessary to terminate the Work in an orderly manner. Notices under this Section 7 shall be sent by the United States Mail to Service Provider's address provided herein, postage prepaid, or by delivery. In addition, Notices may also be sent by any other method reasonably believed to provide Service Provider actual notice in a timely manner, such as email. The City does not by this Section 7 waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provision of this Agreement. At its sole option, and without limitation of or prejudice to any other available remedy or recourse, the City may deduct from the final payment due the Service Provider (a) any damages, expenses or costs arising out of any such violations, breaches, or non-performance and (b) any other backcharges or credits.

8. **Changes.** The City may, from time to time, unilaterally change the scope of the services of the Service Provider to be performed hereunder. Such changes, including any increase or decrease in the scope of work (and resulting increase or decrease in compensation), shall: (a) be made only in writing and signed by an authorized City representative, (b) be explicitly identified as an amendment to this Agreement and (c) become a part of this Agreement.

9. **Subletting/Assignment of Contracts.** Service Provider shall not sublet or assign any of the Work without the express, prior written consent of the City.

10. **Indemnification.** Except as otherwise provided in this Section 10, the Service Provider hereby agrees to defend and indemnify and save harmless the City from any and all Claims arising out of, in connection with, or incident to any negligent or intentional acts, errors, omissions, or

conduct by Service Provider (or its employees, agents, representatives or subcontractors/subconsultants) relating to this Agreement, whether such Claims sound in contract, tort, or any other legal theory. The Service Provider is obligated to defend and indemnify and save harmless the City pursuant to this Section 10 whether a Claim is asserted directly against the City, or whether it is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. The Service Provider's duty to defend and indemnify and save harmless pursuant to this Section 10 is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of the Service Provider. The Service Provider's obligations under this Section 10 shall not apply to Claims caused by the sole negligence of the City. If (1) RCW 4.24.115 applies to a particular Claim, and (2) such Claim is caused by or results from the concurrent negligence of (a) the Service Provider, its employees, subcontractors/subconsultants or agents and (b) the City, then the Service Provider's liability under this Section 10 shall be only to the extent of Service Provider's negligence. Solely and expressly for the purpose of its duties to indemnify and defend and save harmless the City, the Service Provider specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. The Service Provider recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. As used in this Section 10: (1) "City" includes the City, the City's officers, employees, agents, and representatives and (2) "Claims" include, but is not limited to, any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damages, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages or infringement or misappropriation of any patent, copyright, trade secret, or other proprietary right. If, and to the extent, Service Provider employs or engages subconsultants or subcontractors, then Service Provider shall ensure that each such subconsultant and subcontractor (and subsequent tiers of subconsultants and subcontractors) shall expressly agree to defend and indemnify and save harmless the City to the extent and on the same terms and conditions as the Service Provider pursuant to this Section 10. The provisions of this Section 10 shall survive the expiration or termination of this Agreement.

11. **Insurance.**

A. Service Provider shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Service Provider's own cost and expense, the following policies of insurance with companies authorized to do business in the State of Washington, which are rated at least "A" or better and with a numerical rating of no less than seven (7), by A.M. Best Company and which are acceptable to the City.

1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, the Service Provider shall require each subcontractor to provide Workers' Compensation Insurance for its employees, unless the Service Provider covers such employees.

2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate,

including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.

3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.

4. Professional Errors and Omissions Insurance in an amount not less than \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. Such coverage may be written on a claims made basis. If both parties agree that the Work does not warrant Service Provider providing Professional Errors and Omissions Insurance, this Section 11.A.4 may be stricken and initialed by both parties.

B. The above liability policies shall be primary as to the City and shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of the Service Provider to furnish the required insurance during the term of this Agreement.

C. Upon written request by the City, the insurer or his/her agent will furnish, prior to or during any Work being performed, a copy of any policy cited above, certified to be a true and complete copy of the original.

D. Prior to the Service Provider performing any Work, Service Provider shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the required insurance. Service Provider shall provide the City with either (1) a true copy of an endorsement naming the City of Everett, its officers, employees and agents as Additional Insureds on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insureds or (2) a true copy of the blanket additional insured clause from the policies. Receipt by the City of any certificate showing less coverage than required is not a waiver of the Service Provider's obligations to fulfill the requirements.

E. If the policy listed in Section 11.A.4. above, Professional Errors and Omissions Insurance, is on a claims made policy form, the retroactive date on the policy shall be the effective date of this Agreement or prior. The retroactive date of any subsequent renewal of such policy shall be the same as the original policy provided. The extended reporting or discovery period on a claims made policy form shall not be less than 36 months following expiration of the policy. (This Section 11.E shall not apply if Section 11.A.4. above is stricken.)

F. Service Provider certifies that it is aware of the provisions of Title 51 of the Revised Code of Washington that requires every employer to be insured against liability of Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Title. Service Provider shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Service Provider shall provide the City with

evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

G. In case of the breach of any provision of this Section 11, the City may, at its option and with no obligation to do so, provide and maintain at the expense of Service Provider, such types of insurance in the name of the Service Provider, and with such insurers, as the City may deem proper, and may deduct the cost of providing and maintaining such insurance from any sums which may be found or become due to Service Provider under this Agreement or may demand Service Provider to promptly reimburse the City for such cost.

12. **Risk of Loss.** Service Provider shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be solely responsible for any loss of or damage to Service Provider's materials, tools, or other articles used or held for use in connection with the work.

13. **Independent Contractor.**

A. This Agreement neither constitutes nor creates an employer-employee relationship. Service Provider must provide services under this Agreement as an independent contractor. Service Provider must comply with all federal and state laws and regulations applicable to independent contractors including, but not limited to, the requirements listed in this Section. Service Provider agrees to indemnify and defend the City from and against any claims, valid or otherwise, made against the City because of these obligations.

B. In addition to the other requirements of this Section, if Service Provider is a sole proprietor, Service Provider agrees that Service Provider is not an employee or worker of the City under Chapter 51 of the Revised Code of Washington, Industrial Insurance for the service performed in accordance with this Agreement, by certifying to the following:

(1) Service Provider is free from control or direction over the performance of the service; and

(2) The service performed is outside the usual course of business for the City, or will not be performed at any place of business of the City, or Service Provider is responsible for the costs of the principal place of business from which the service is performed; and

(3) Service Provider is customarily engaged in an independently established business of the same nature as the service performed, or has a principal place of business for the service performed that is eligible for a business deduction for federal income tax purposes; and

(4) On the effective date of this Agreement, Service Provider is responsible for filing a schedule of expenses, for the next applicable filing period, with the internal revenue service for the type of service performed; and

(5) By the effective date of this Agreement or within a reasonable time thereafter, Service Provider has established an account with the department of revenue and other

state agencies, where required, for the service performed for the payment of all state taxes normally paid by employers and businesses and has registered for and received a unified business identifier number from the state of Washington; and

(6) By the effective date of this Agreement, Service Provider is maintaining a separate set of records that reflect all items of income and expenses of the services performed.

C. Any and all employees of the Service Provider, while engaged in the performance of any Work, shall be considered employees of only the Service Provider and not employees of the City. The Service Provider shall be solely liable for any and all claims that may or might arise under the Worker's Compensation Act on behalf of such employees or Service Provider, while so engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of the Service Provider's employees, while so engaged on any of the Work

D. Service Provider shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the City free, clear and harmless from all actions, claims, demands and expenses arising out of such act, and rules and regulations that are or may be promulgated in connection therewith.

E. Service Provider assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, city business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Service Provider and as to all duties, activities and requirements by the Service Provider in performance of the Work and Service Provider shall assume exclusive liability therefor, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

14. **Employment/Conflict of Interest.** The Service Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Service Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Service Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee. Further, it is recognized that Service Provider may or will be performing professional services during the term of this Agreement for other parties; however, such performance of other services shall not conflict with or interfere with Service Provider's ability to perform the Work. Service Provider agrees to resolve any such conflicts of interest in favor of the City.

15. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, the Service Provider shall make available to the City for the City's examination all of the Service Provider's records and documents with respect to all matters covered by this Agreement and, furthermore, the Service Provider will permit the City to audit,

examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

16. **City of Everett Business License.** Service Provider agrees to obtain a City of Everett business license prior to performing any work pursuant to this Agreement.

17. **State of Washington Requirements.** Service Provider agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.

18. **Compliance with Federal, State and Local Laws.** Service Provider shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder.

19. **Compliance with the Washington State Public Records Act.** Service Provider acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the “Act”). All records owned, used or retained by the City are public records subject to disclosure unless exempt under the Act, whether or not such records are in the possession or control of the City or Service Provider. Service Provider shall cooperate with the City so that the City may comply with all of its obligations under the Act. Within ten (10) days after receipt of notice from the City, Service Provider shall deliver to the City copies of all records relating to this Agreement or relating to the Work that the City determines qualify as the City’s public records under the Act. If the City receives a public records request relating to this Agreement or relating to the Work, the City shall seek to provide notice to Service Provider at least ten (10) days before the City releases records pursuant to such public records request, but in no event will the City have any liability to Service Provider for any failure of the City to provide such notice. In addition to its other indemnification and defense obligations under this Agreement, Service Provider shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney’s fees and litigation expenses), suits, judgments, or damage arising from or relating to any failure of Service Provider to comply with this Section.

20. **Compliance with Grant Terms and Conditions.** Service Provider shall comply with any and all conditions, terms and requirements of any federal, state or other grant that wholly or partially funds Service Provider’s work hereunder.

21. **Equal Employment Opportunity.** Service Provider shall not discriminate against any employee, applicant for employment, or other person on the basis of race, color, religion, sex, age, disability, marital state, or national origin or other circumstance prohibited by applicable federal, state, or local law or ordinance. Service Provider shall comply with and shall not violate any applicable provisions of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, and all applicable federal, state, or local law or ordinance regarding non-discrimination.

22. **Waiver.** Any waiver by the Service Provider or the City or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

23. **Complete Agreement.** This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein.

24. **Modification of Agreement.** This Agreement may only be modified as provided in ¶8, or by a writing explicitly identified as a modification of this Agreement that is signed by authorized representatives of the City and the Service Provider.

25. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.

26. **Notices.**

A. Notices to the City of Everett shall be sent to the following address:

City of Everett
Attn.:

Everett, WA

B. Notices to the Service Provider shall be sent to the following address:

26. **Venue.** Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.

27. **Governing Law.** The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.

28. **City Marks.** The Service Provider will not use any trade name, trademark, service mark, or logo of the City (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.

29. **No Personal Liability.** No officer, agent or employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

30. **Signature/Counterparts.** This Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. Execution of this Agreement by a party shall be legally valid and effective by (i) executing a paper copy, (ii) execution by AdobeSign or DocuSign or other e-signature method, or (iii) transmitting an executed copy by email or otherwise in pdf format or other electronically scanned format.

IN WITNESS WHEREOF, the City and Service Provider have executed this Agreement as of the date first above written.

**CITY OF EVERETT,
WASHINGTON**

Cassie Franklin, Mayor

Date

ATTEST:

Office of the City Clerk

Standard Document
Approved as to Form
Office of the City Attorney
11.15.22

SERVICE PROVIDER: Please fill in the spaces and sign in the box appropriate for your business entity.

Corporation

Limited

Liability

Company

Partnership

[Service Provider's Complete Legal Name]

By: _____
Signature

Typed/Printed Name of Signer: _____

Title of Signer: _____

Date: _____

Sole

Proprietorship

[Typed/Printed Name]

Signature

Date: _____

EXHIBIT A
SCOPE OF WORK

EXHIBIT B
COMPENSATION

☐ **ALTERNATE A [HOURLY RATE UP TO A MAXIMUM AMOUNT]**

The City shall pay the Service Provider a sum equal to the amount of hours actually worked multiplied by the rate identified herein for the staff performing the Work, subject to the maximum stated in ¶4(D) of this Agreement.

Name	Responsibility	Rate

☐ **ALTERNATE B [LUMP SUM]**

The City shall pay Service Provider dollars (\$) upon the completion of the Work, subject to the maximum stated in ¶4(D) of this Agreement.

☐ **ALTERNATE C [PROGRESS PAYMENTS]**

The City shall pay the Service Provider the following amounts upon the completion of the following tasks, subject to the maximum stated in ¶4(D) of this Agreement:

Task	Amount Paid upon Completion of Task

☐ **ALTERNATE D [BASE REGISTRATION]**

The City shall pay the Service Provider such amounts and in such manner as follows:
Fee for service shall be percent % of the base registration fees collected by the City.
Additional fees and/or surcharges levied by the City will be retained 100% by the City.
Payments shall be made as stated in Exhibit A – Scope of Work. The base registration fee is listed in Exhibit A – Scope of Work. Compensation shall not exceed dollars (\$).

EXHIBIT C
REIMBURSABLE EXPENSES

Type of Expense	Maximum Per Item	Cumulative Maximum
Parking		
Meals		

STATE RETIREMENT SYSTEMS FORM
ATTACHMENT TO PROFESSIONAL SERVICES AGREEMENT
ALL SERVICE PROVIDERS MUST COMPLETE AND SIGN THIS FORM

1. Does Service Provider have twenty-five (25) or more employees? ☐ Yes ☐ No

IF YES: SKIP QUESTION 2, SKIP QUESTION 3, AND SIGN BELOW.

IF NO: ANSWER QUESTIONS 2 AND 3.

2. If a Service Provider employee will perform Work under this Professional Services Agreement, did that employee retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), or Law Enforcement Officers and Fire Fighters plan (LEOFF)? ☐ Yes ☐ No

3. Answer the appropriate question below for Service Provider's business organization:

Sole Proprietor. Did Service Provider retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), Law Enforcement Officers and Fire Fighters plan (LEOFF)? ☐ Yes ☐ No

Partnership. If a partner will perform Work under this Professional Services Agreement, did that partner retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS) or Law Enforcement Officers and Fire Fighters plan (LEOFF)? ☐ Yes ☐ No

Limited Liability Company. If a member will perform Work under this Professional Services Agreement, did that member retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS) or Law Enforcement Officers and Fire Fighters plan (LEOFF)? ☐ Yes ☐ No

Corporation. If a shareholder will perform Work under this Professional Services Agreement, did that shareholder retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), or Law Enforcement Officers and Fire Fighters plan (LEOFF)? ☐ Yes ☐ No

IF THERE IS A "YES" ANSWER TO ANY PART OF QUESTIONS 2 OR 3, AN ADDITIONAL QUESTIONNAIRE (AVAILABLE FROM HR OR LEGAL) MUST BE FILLED OUT AND SUBMITTED WITH THE CONTRACT.

Service Provider Name: _____

Signature: _____ Printed Name: _____ Title: _____