

Services Contract



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

THIS CONTRACT #KC000278_1_64049 ("Contract") (CPA# 6263359) is entered into by **KING COUNTY**, Washington, a political subdivision of the State of Washington (the "County"), and Foster Government Relations (the "Contractor"), whose address is 3646 48th Ave SW, Seattle WA 98116. The County is undertaking certain activities related to, government relations and, the County desires to engage the Contractor to provide Work in connection with such undertakings of the County,

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

I. CONTRACT DOCUMENTS

The Contractor shall provide all Work described in this Contract, which consists of the following documents and attached exhibits, each of which are made a part hereof by this reference in the following order of precedence:

1. Contract Amendment(s)
2. Contract, which consists of this page, the Terms and Conditions, and the following:
 - Compensation and Method of Payment..... Exhibit A
 - Certificate(s) of Insurance and Policy Endorsement Exhibit B
 - Other Exhibits and attachments (if applicable)
3. Request for Proposal (as modified by any addenda)
 - King County Request for Proposal KC000278..... Exhibit C
4. Contractor's Proposal
 - Foster Government Relations' Proposal Exhibit D
5. Other Exhibits
 - _____..... Exhibit E

II. CONTRACT TERM

This Contract shall be effective when countersigned by King County and shall expire on August 31, 2023, unless extended or terminated earlier pursuant to the terms and conditions of this Contract.

The term of the contract may be extended for one (1) additional year, through August 31, 2024, in accordance with the County's best interest and at the sole option of the County. The fee for this additional year shall not exceed \$132,000 and shall be paid in accordance with Exhibit A. Any such extension shall be made by a Contract Amendment in accordance with the terms and conditions of this Contract.

III. CONTRACT AMOUNT

The County shall reimburse the Contractor upon Acceptance of the Work specified in this Contract in an amount not to exceed \$11,000.00 per month payable as set forth in Exhibit A.

Foster Government Relations

Authorized Signature

David Foster

Name and Title (Print or Type)

Date Accepted: _____

KING COUNTY

Authorized Signature

Claudia Balducci, Chair, County Council

Name and Title (Print or Type)

Date Accepted: _____

Approved as to form only:

King County Prosecuting Attorney

TERMS AND CONDITIONS

Section 1 DEFINITIONS

1.1 Definitions

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

ACCEPTANCE OR ACCEPTED -	A written determination by the County that the Contractor has completed the Work in accordance with the Contract.
CONTRACT AMENDMENT -	A written change to the Contract modifying, deleting or adding to the terms and conditions or Scope of Work, signed by both parties, with or without notice to the sureties.
CONTRACTOR -	The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with the County for the performance of Work under the Contract.
DAY -	Calendar day.
KCC -	The King County Code.
MEASURABLE AMOUNT OF WORK -	A definitive allocation of an employee's time that can be attributed to Work performed under this Contract, but that is not less than a total of one hour in any one week period.
PERSON -	Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.
PROJECT MANAGER -	The individual designated by the County to manage the project on a daily basis and who may represent the County for Contract administration.
RCW -	The Revised Code of Washington.
SCOPE OF WORK (SOW) -	An exhibit to the Contract consisting of a written description of the Work to be performed.
SUBCONTRACTOR -	The individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Contractor to perform any portion of the Work covered by this Contract.
WORK -	Everything to be provided and done for the fulfillment of the Contract and shall include services, goods and supplies specified under this Contract, including Contract Amendments.
Administrator -	The Director of Finance and Business Operations Division.

BDCC -	The Business Development and Contract Compliance section in King County Finance and Business Operations Division.
Certified SCS Firm -	A business that has applied for participation in King County's Contracting Opportunities Program, and has been certified as an SCS by the King County BDCC office.
Small Contractor or Supplier or "(SCS)" -	A business and the person or persons who own and control it that are in a financial condition which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Contracting Opportunities Program is based on a dollar ceiling for standard business classifications that is set at fifty percent (50%) of the Federal Small Business Administration (SBA) small business size standards using the North American Industrial Classification System (NAICS), and an Owners' personal net worth less than \$1,320,000 dollars.

Section 2 GENERAL PROVISIONS

2.1 Administration

The Contractor shall be responsible for performing the Work. The County is not a party to defining the division of Work between the Contractor and its Subcontractors, if any.

The Contractor represents that it has or shall obtain all personnel, materials and equipment required to perform the Work under this Contract.

2.2 Acceptance of Work

The County may review the Work performed to determine if the Contractor has completed the Work in accordance with the Contract.

2.3 Warranty

Contractor warrants that the Work shall in all material respects conform to the requirements of this Contract. Contractor further warrants that qualified professional personnel with in-depth knowledge shall perform the Work in a timely and professional manner, and that the Work shall conform to the standards generally observed in the industry for similar Work.

2.4 Contractor Name or Tax Structure Change

If at any time during the Contract term the Contractor experiences a change in its name or federal tax status either through acquisition, novation, assignment, re-organization or some other change that affects its Taxpayer Identification Number (TIN) or Tax Reporting Name, it shall notify King County immediately upon the information becoming publicly available. This notification shall be sent by the Contractor to the current King County buyer via email along with:

- A. Any official announcements from the firm's representative(s) regarding the changes;
- B. A new King County W-9, located at: <https://www.kingcounty.gov/~media/depts/finance/procurement/forms/KC-W9.ashx?la=en>. Instructions for completing the document can be found at:

https://www.kingcounty.gov/~media/depts/finance/procurement/forms/KC-W9_Instructions_for_Business.ashx?la=en

- C. A current statement, listing of unfilled orders and electronic versions of all outstanding invoices and credit memos at the time of the change shall be provided to the buyer as soon as possible.

Any delay on the part of the Contractor to provide these items to the buyer may result in the delay of payment and orders. The County may create a new contract number to replace the existing one. All future orders and Contracts Amendments will reference the new contract number.

2.5 Payment Procedures; Prompt Payment of Subcontractors

For Work Accepted by the County the Contractor shall furnish invoices to King County Council, Attn: Simon Farretta, 516 Third Ave, Rm 1200, Seattle, WA 98104. Invoices may be submitted via email to simon.farretta@kingcounty.gov. All invoices shall contain the following information:

- A. Invoice date
- B. Contract number
- C. Purchase order number (if provided by King County)
- D. Ship to address/location
- E. Remit address
- F. Item number(s)
- G. Description of supplies or services
- H. Quantities
- I. Unit prices
- J. Subtotal and totals amount
- K. Discount terms or amount, if applicable
- L. Applicable sales tax with correct tax rate based on destination

For each item invoiced, provide the complete description of the products, services, phases or milestones Accepted, hours worked and Contract hourly rates, or authorized fees.

The County will not be bound by prices contained in an invoice that are higher than those in Exhibit B, or if not used as part of this Contract, then the current price list for this Contract approved by the County. Within thirty (30) Days after receipt of an invoice, the County shall pay the Contractor for Accepted Work, upon acceptance of payment Contractor waives any claims for the Work covered by the invoice.

If the Contractor is registered with the State of Washington it shall add all applicable State sales or use taxes to each invoice and upon receipt of the payment promptly remit appropriate amounts to the State of Washington, or the County will make payment directly to the State.

The Contractor agrees to pay each Subcontractor under this Contract for satisfactory performance of its Subcontract within ten (10) Days from the receipt of each payment the Contractor receives from the County.

2.6 Purchasing Card (P-Card) Acceptance

The Contractor agrees to accept the County's authorized VISA P-Card or other P-Card types as a method of payment whenever possible. Price change(s) or additional fee(s) may not be assessed when accepting the P-Card as a form of payment. Prompt pay discounts shall apply to payments made by P-Cards.

2.7 Pricing

Prices shall remain firm for the duration of the Contract. The Contractor may request a price change(s) in writing delivered to the county. The Contractor shall provide documentation satisfactory to the County in support of its request, such as changes to the Producers Price Index for the commodity, the Consumer Price Index for the Seattle-Tacoma-Bremerton area, or a manufacturer's published notification of price change(s). The County reserves the right, in its sole discretion, to grant the request as submitted, engage the Contractor in a discussion about modifications to the request, or deny the request in its entirety. Any change in pricing granted by the County shall be affected through a Contract Amendment instituting the price adjustment and establishing an effective date.

2.8 Not Used- Shipping Charges

2.9 Contract Amendment

All changes to the Contract shall be made in writing through a Contract Amendment. No oral statement or other conduct by the County shall change or modify the Contract. The County may perform an analysis of cost, price or schedule to determine the reasonableness of the proposed change to the Contract.

2.10 Changed Requirements

New federal, state and county laws, regulations, ordinances, policies and administrative practices may be established after the date this Contract is established and may apply to this Contract. To achieve compliance with changing requirements, the Contractor agrees to accept all changed requirements that apply to this Contract and require Subcontractors to comply with revised requirements as well. Changed requirements shall be implemented through Section 2.9, Contract Amendment.

2.11 Taxes, Licenses, and Certificate Requirements

If, for any reason, the Contractor's required licenses or certificates are terminated, suspended, revoked or in any manner modified from their status at the time this Contract becomes effective, the Contractor shall notify the County immediately of such condition in writing. The Contractor and Subcontractor(s) shall maintain and be liable for payment of all applicable taxes (except sales/use taxes), fees, licenses permits and costs as may be required by applicable federal, state or local laws and regulations as may be required to provide the Work under this Contract.

2.12 Notices

Unless otherwise specified in the Contract, all notices or documentation required or provided pursuant to this Contract shall be in writing and shall be deemed duly given when received at the addresses first set forth below via certified or registered first class mail, return receipt

requested, personal delivery or electronic mail. However, if any of the following occur: "notice to cure" a default, Contractor communication in connection with an alleged default, or notice of termination, such notice or communication shall only be delivered personally, or by certified or registered first class mail, return receipt requested.

KING COUNTY	FOSTER GOVERNMENT RELATIONS
Project Manager – Simon Farretta	David Foster
Government Relations Associate	Foster Government Relations
516 Third Ave, Rm 1200	3646 48 th Ave SW
Seattle, WA 98104	Seattle, WA 98116
206-477-7979	206-372-8523
Simon.farretta@kingcounty.gov	Davidfoster9@gmail.com

2.13 Certification Regarding Debarment, Suspension and Other Responsibility Matters

If this Contract is a covered transaction for purposes of federally funded grant requirements, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting this Contract, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by King County. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to King County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while performing this Contract and further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Section 3 LEGAL RELATIONS; INDEMNITY AND INSURANCE

3.1 Independent Status of Contractor

In the performance of this Contract, the parties shall be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The parties intend that an independent contractor relationship shall be created by this Contract. The Contractor shall be responsible for all federal and/or state tax, industrial insurance, wages, benefits, or other compensation by or on behalf of the Contractor and its employees. The Contractor shall not make any claim of right, privilege or benefit which would accrue to an employee under chapter 41.06 RCW or Title 51 RCW.

3.2 Indemnification and Hold Harmless

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County, the Contractor shall indemnify and hold harmless the County, its officers, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incident to the Work provided by or on behalf of the Contractor. This indemnification obligation shall include, but is not limited to, all claims against the County by an employee or

former employee of the Contractor or its Subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under any industrial insurance act, including Title 51 RCW, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In addition, the Contractor shall protect and assume the defense of the County and its officers, agents and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such Work; and shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by the County on account of such litigation or claims. In the event that the County incurs any judgment, award and/or expense or cost, including attorney fees, arising from the provisions of this Section 3.2, or to enforce the provisions of this Section 3.2, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor.

The indemnification, hold harmless, protection and defense obligations contained herein shall survive the expiration, abandonment or termination of this Contract.

Nothing contained within this Section 3.2 shall affect and/or alter the application of any other section contained within this Contract.

3.3 Insurance Requirements

Upon execution of this Contract, the Contractor, at its own cost, shall have procured and will maintain for the duration of this Contract, insurance as specified in the Minimum Scope and Limits of Insurance. The Contractor shall furnish the County with certificates of insurance and endorsements required by this Contract. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

Each insurance policy shall be written on an "occurrence" form; except that professional liability, errors and omissions , will be acceptable on a "claims made" form.

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

By requiring such minimum insurance coverage, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

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

A. Minimum Scope and Limits of Insurance

The Contractor shall maintain limits no less than,

1. General Liability: \$NA combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$NA aggregate limit. CG 00 01 current edition, including Products and Completed Operations
2. Professional Liability, Errors and Omissions: \$NA Per Claim and in the Aggregate

3. Automobile Liability: Statutory minimum limits per accident for bodily injury and property damage
4. Workers' Compensation: Statutory requirements of the State of residency, and
5. Employers' Liability or "Stop Gap" coverage: \$NA (unless entity has no employees)

B. Other Insurance Provisions and Requirements

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

All Liability Policies except Workers Compensation and Professional Liability:

1. The County, its officers, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2010 11/85" or its equivalent is required. **The County requires this Endorsement to complete the Contract.**

All Policies:

- a. The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
- b. Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor
- c. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, until after forty-five (45) Days prior written notice, has been given to the County.
- d. Insurance coverage is to be placed with insurers with a Bests' rating of no less than A: VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.

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

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

C. Subcontractors

The Contractor shall include all Subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each Subcontractor. Insurance coverages provided by Subcontractors as evidence of compliance with the insurance requirements of this Contract not provided by the Contractor, shall be subject to all of the requirements stated herein.

D. Work Site Safety

The Contractor shall have the “right to control” and bear the sole responsibility for the job site conditions, and job site safety. The Contractor shall comply with all applicable federal, state and local safety regulations governing the job site, employees and Subcontractors. The Contractor shall be responsible for the Subcontractor’s compliance with these provisions.

Section 4 CONFLICTS OF INTEREST AND NON-COMPETITIVE PRACTICES

4.1 Conflicts of Interest and Non-Competitive Practices

- A. Conflict of Interest - By entering into this Contract to perform Work, the Contractor represents that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any such interest, that conflicts in any manner or degree with the Work required to be performed under this Contract. The Contractor shall not employ any Person or agent having any conflict of interest. In the event that the Contractor or its agents, employees or officers hereafter acquires such a conflict of interest, it shall immediately disclose such conflict to the County. The County shall require that the Contractor take immediate action to eliminate the conflict.

- B. Contingent Fees and Gratuities - By entering into this Contract to perform Work, the Contractor represents that:
 - 1. No Persons except as designated by Contractor shall be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid.
 - 2. No gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its officers, agents, employees or representatives, to any official, member or employee of the County or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.
 - 3. Any Person having an existing contract with the County or seeking to obtain a contract who willfully attempts to secure preferential treatment in his or her dealings with the County by offering any valuable consideration, thing or promise, in any form to any County official or employee shall have his or her current contracts with the County canceled and shall not be able to bid on any other County contracts for a period of two (2) years.

- C. Disclosure of Current and Former County Employees - To avoid any actual or potential conflict of interest or unethical conduct:
 - 1. County employees or former County employees are prohibited from assisting with the preparation of proposals or contracting with, influencing, advocating, advising or consulting with a third party, including Contractor, while employed by the County or within one (1) year after leaving County employment if he/she participated in determining the Work to be done or processes to be followed while a County employee.
 - 2. Contractor shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of Work if

- awarded the Contract. Failure to identify current or former County employees involved in this Contract may result in termination of this Contract.
3. After Contract award, the Contractor is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Contract any time during the term of the Contract.
- D. King County Consultant Disclosure - In accordance with King County Code 3.04.120, as a condition of award of a professional or technical services contract valued at \$50,000 or more, the Contractor agrees that, unless otherwise specified, any information required to be disclosed below shall cover the period twenty four months before and including the date of filing the sworn statement.
1. No County employee or any member of the County employee's immediate family holds an office or directorship in the Contractor;
 2. No County employee or any member of the County employee's immediate family has a financial interest in the Contractor as identified below:
 - a. Ownership of over five percent of the stock or other form of interest in the Contractor; and
 - b. Receipt of any compensation, gift or thing of value from the Contractor;
 3. No officer or director of the Contractor has had a position on any County board or commission, whether salaried or unsalaried, in the five years immediately preceding the present Contract.
 4. Absent authorization for alternative compliance as referenced below, failure to comply with this provision shall be considered a material breach of this Contract, and may subject the Contractor to administrative sanctions and remedies for breach.
 5. Any other information known to the Contractor about any interest or relationship whatsoever between any County employee, including any member of his or her immediate family, and the Contractor, other than what is designated above.
 6. Alternative Compliance. If a Contractor is seeking authorization from King County for alternative compliance with the requirements of the King County Consultant Disclosure, the Contractor must complete and return a King County Consultant Disclosure Form to King County. The Consultant Disclosure Form can be found at: <http://www.kingcounty.gov/~media/depts/executive-services/risk-management/documents/financial-disclosure-consultant.ashx?la=en>
 7. All contracts between the Contractor and the County in the five years immediately preceding the presently contemplated contract, including the amount of money paid by the County to the Contractor, is maintained by Procurement & Payables.

Section 5 RECORDS AND AUDITS

5.1 Retention of Records, Audit Access and Proof of Compliance with Contract

A. Retention of Records

The Contractor and its Subcontractors shall maintain books, records and documents of its performance under this Contract in accordance with generally accepted accounting principles. The Contractor shall retain for six (6) years after the date of final payment under the Contract all financial information, data and records for all Work.

B. Audit Access

The Contractor shall provide access to its facilities, including those of any Subcontractors, to the County, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the Work provided under this Contract. The County shall give reasonable notice to the Contractor of the date on which the audit shall begin.

5.2 Audit Exception

The Contractor agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception that occurs due to the negligence, intentional act and/or failure for any reason to comply with the terms of this Contract by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay shall survive the expiration or termination of this Contract.

5.3 Federal Funding Audit

If the Contractor expended a total of \$750,000.00 or more in federal awards during its fiscal year, and is a non-profit organization, and is, under this Contract, carrying out or administering a program or portion of a program, it shall have an independent audit conducted in accordance with OMB Circular A-133, which shall comply with the requirements of GAAS (generally accepted auditing standards), GAO's Government Audit Standards and OMB Circular A-133, as amended and as applicable. Contractors expending federal awards from more than one source shall be responsible for determining if the combined financial awards are equal to or greater than \$750,000.00. The Contractor shall provide one copy of the audit report to each County division providing federal awards to the Contractor no later than nine (9) months subsequent to the end of the Contractor's fiscal year.

5.4 Public Records Requests

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

If the Contractor considers any portion of any record provided to the County under this Contract, whether in electronic or hard copy form, to be protected under law, the Contractor shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the Act. If the County determines that the material is subject to disclosure, the County will notify the Contractor of the request and allow the Contractor ten (10) business days to obtain an injunction in accordance with RCW 42.56.540. If the Contractor fails or neglects to take such action within said period, the County will release the portions of record(s) deemed by the County to be subject to disclosure. The County shall not be liable to the Contractor for inadvertently releasing records pursuant to a disclosure request not clearly identified by the Contractor as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET."

Section 6 INTELLECTUAL PROPERTY

6.1 Patents, Copyrights and Rights in Subject Data

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

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

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

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

6.2 Nondisclosure of Data

Data provided by the County either before or after Contract award shall only be used for its intended purpose. Contractors and Subcontractors shall not utilize nor distribute the County data in any form without the prior express written approval of the County.

6.3 Non-Disclosure Obligation

While performing the Work under this Contract, the Contractor may encounter personal information, licensed technology, drawings, schematics, manuals, data and other materials described as "Confidential", "Proprietary" or "Business Secret". The Contractor shall not disclose or publish the information and material received or used in performance of this Contract. This obligation is perpetual. The Contract imposes no obligation upon the Contractor with respect to confidential information which the Contractor can establish that: a) was in the possession of, or was rightfully known by the Contractor without an obligation to maintain its confidentiality prior to receipt from the County or a third party; b) is or becomes generally known to the public without violation of this Contract; c) is obtained by the Contractor in good faith from a third party having the right to disclose it without an obligation of confidentiality; or, d) is independently developed by the Contractor without the participation of individuals who have had access to the County's or the third party's confidential information. If the Contractor is required by law to disclose confidential information the Contractor shall notify the County of such requirement prior to disclosure.

Section 7 NONDISCRIMINATION AND PAYMENT OF A LIVING WAGE

7.1 Nondiscrimination and Equal Employment Opportunity

A. Nondiscrimination in Employment

During performance of this Contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of the employee or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

B. Equal Employment Opportunity Efforts

The Contractor will undertake, and require all Subcontractors to undertake equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. Equal employment opportunity efforts shall include, but not be limited to, the following: employment,

upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The Contractor agrees to post, and to require Subcontractors to post in conspicuous places available to employees and applicants for employment notices setting forth this nondiscrimination clause. In accordance with KCC 12.16.010.J, "equal employment opportunity efforts" shall mean active efforts to ensure equal opportunity in employment that is free from all forms of discrimination.

Ref: KCC 12.16.020.

C. Equal Benefits to Employees with Domestic Partners

In accordance with King County Ordinance 14823, as a condition of award of a contract valued at \$25,000 or more, the Contractor agrees that it shall not discriminate in the provision of employee benefits between employees with spouses and employees with domestic partners during the performance of this Contract. Absent authorization for delayed or alternative compliance, failure to comply with this provision shall be considered a material breach of this Contract, and may subject the Contractor to administrative sanctions and remedies for breach.

When the contract is valued at \$25,000 or more, by signing the Contract/Bid Submittal the Contractor is indicating compliance with this requirement or with the terms of an authorization for delayed or alternative compliance.

D. Nondiscrimination in Subcontracting Practices

During the term of this Contract, the Contractor shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate against any person because of their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

E. Compliance with Laws and Regulations

The Contractor and all Subcontractors shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination. These laws include, but are not limited to, Chapter 49.60 RCW, Titles VI and VII of the Civil Rights Act of 1964, the American with Disabilities Act, and the Restoration Act of 1987. KCC chapters 12.16, 12.17 and 12.18 are incorporated herein by reference and the requirements in these code sections shall specifically apply to this Contract. The Contractor and all Subcontractors shall further comply fully with any equal opportunity requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents.

F. Small Contractors and Suppliers Policy

Policy

It is King County policy that Small Contractors and Suppliers (SCS) have equitable opportunities to participate in the performance of goods and services contracts issued by King County, and that contractors and subcontractors shall afford equal opportunity in employment while providing supplies and services for and to King County.

Inquiries and Information Regarding King County Certified SCS Firms

Direct inquiries on how to apply for SCS certification, or to obtain a list of King County Certified Firms to the King County Business Development and Contract Compliance (BDCC) office by telephone at 206-477-9734. Information about becoming a King County Certified SCS Firm, as well as a Directory of King County Certified Firms is available at: <http://www.kingcounty.gov/bdcc>.

Utilization Requirements and Compliance

1. SCS Utilization Requirements. The Contractor shall ensure that at least the SCS Utilization Requirement percent identified in the Contractor's Proposal (Exhibit E) of the total value of the Contract, as amended shall be performed by Certified SCS Firms over the life of this Agreement.
2. Amendments to Contract. If the total price for all executed work is increased as a result of adding additional Work, the Contractor shall ensure that at least the SCS Utilization Requirement percent identified in Contractor's Proposal (Exhibit E) of the total value of the Contract, as amended, shall be performed by a Certified SCS firms over the life of this Agreement.
3. Counting SCS Participation. The County will only count the participation of Certified SCS Firms towards the percent requirement in Contractor's Proposal (Exhibit E) that perform a commercially useful function according to custom and practice in the industry. A commercially useful function is defined as a specific Scope of Work the SCS has the management and technical expertise to perform using its own workforce and resources.
4. A Certified SCS Firm may further subcontract a portion of the work, provided that the majority of work (at least 51% of the subcontract amount) is actually being performed by the Certified SCS Firm that has the contract. No credit will accrue for a Certified SCS Firm acting merely as a passive conduit of funds to a Non-Certified SCS Firm.
 - a. If a Certified SCS Firm is performing at least 51% of the subcontract amount, 100% of the subcontract amount will be counted.
 - b. No credit shall accrue to a Certified SCS Firm that subcontracts more than 49% of its work.
5. Compliance with the SCS Utilization Requirements
 - a. Contractor's compliance with the SCS Utilization Requirements is a material condition of the Contract. Business Development and Contract Compliance (BDCC) will evaluate the Contractor's compliance with the SCS Utilization Requirement against the of the total value of the Contract, as amended over the life of this Agreement.
 - b. If during the term of the Contract, the Contractor determines that it will be unable to comply with the SCS Utilization Requirement, the Contractor shall make a written request for a reduction or modification of the requirement to BDCC at opportunity@kingcounty.gov. The email shall be titled "Request for Modification of SCS utilization requirement" The request shall include the contract number, contract title and written documentation of all factors that contributed to the Contractor's inability to comply with the SCS Utilization Requirements, including, but not limited to the following:
 - 1) A summary of tasks completed by Certified SCS Firms on the Project, and an explanation of any shortfall in SCS Work identified in the proposal and Contract documents for performance by Certified SCS Firms;

- 2) Efforts made to identify additional SCS subcontracting opportunities remaining on the Project, or on an ongoing basis, for performance by Certified SCS Firms;
- 3) Outreach and solicitation of proposals from additional Certified SCS Firms for work on the project; and
- 4) Project factors that reduced or restricted the ability of Certified SCS Firms to perform their committed Work.

BDCC will evaluate the request for a reduction or modification and shall provide a written letter of determination to the Contractor. If appropriate, Contract Specialist or Buyer shall request that a Contract Amendment be prepared by the County reducing the SCS Utilization Requirement.

- c. King County Code Chapter 2.97 and the administrative rules implementing the ordinance are hereby incorporated into this Contract by reference. The Consultant's unexcused failure to comply with the ordinance, administrative rules, and provisions of this Contract shall be deemed a material breach of Contract and may subject the Consultant to either: (i) a suspension for a period of not more than six (6) months or (ii) a debarment for a period not more than two (2) years, from consideration for award of contracts with the County. King County may withhold progress payments or the final payment, and seek any other remedy allowed by law.
- d. Before imposing any sanction, the Buyer shall first provide written notice of a potential violation to the Contractor. The Contractor shall have an opportunity to submit a written reply within ten (10) days from the date the notice of a potential violation is mailed to the Contractor. The Administrator shall notify the Consultant in writing of his or her final determination.

G. Diversity Compliance Management System (DCMS) Reports

The Contractor shall report monthly in the DCMS website located at <https://kingcounty.diversitycompliance.com>. Telephone 206-263-9745 for assistance. Such information shall be submitted prior to the County processing and paying any invoice. Reporting requirements include:

1. Payment Reports for Subcontractor and Suppliers. The Contractor must submit Payment Reports for all subcontractors and suppliers electronically using the DCMS.
 - a. Once work has commenced, the Contractor shall submit a Payment Report for subcontractor and suppliers detailing amounts paid to each subcontractor and supplier for the previous invoice not later than the 15th day of the month.
 - b. The Contractor shall notify and instruct all subcontractor and suppliers performing Work to date, to sign into the DCMS and verify payments received for each reporting period.
2. Upon completion of all Work and as a condition precedent to final payment, the Contractor shall complete the last Payment Report and identify this document as "final" and submit this document into the DCMS. The final Payment Report must list the name of and dollar amount paid to each subcontractor and supplier used by the Contractor. Failure to submit the final Payment Report may result in withholding of payments or the final payment.
3. Add Subcontractor and Suppliers. The Contractor shall add all firms used on the Project electronically using the DCMS.

4. The Contractor must submit other information as requested by the County to verify firms working on the Project and compliance with requirements for the use of certified firms. The County may add, delete, or change the information required by the Contractor, as necessary.

- H. Compliance with Section 504 of the Rehabilitation Act of 1973, as amended (Section 504) and the American with Disabilities Act of 1990 as amended (ADA).

Pursuant to Title II of the ADA, and Section 504, King County must not discriminate against people with disabilities in providing services, programs or activities even if those services, programs or activities are carried out by contractors. The Contractor agrees that it shall provide all programs, services, and activities to County employees or members of the public under this Contract in the same manner as King county is obligated to under Title II of the ADA, and Section 504 and shall not deny participation of the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with this Section 7.1.H shall be a material breach of, and grounds for the immediate termination of, this Contract.

The Contractor agrees to provide to persons with disabilities access to programs, activities and services provided under the Contract, as required by the disability access laws as defined by KCC 12.16.

The Contractor shall not discriminate against persons with disabilities in providing the Work. In any subcontracts for the programs, activities and services under their Contract, the Contractor shall include the requirement that the Subcontractor provide to persons with disabilities access to programs, activities and services provided under the Contract, as required by the disability access laws as defined by KCC 12.16; that the Subcontractor shall not discriminate against persons with disabilities in providing the Work under the Contract; and that the Subcontractor shall provide that the County is a third party beneficiary to that required provision.

- I. Sanctions for Violations - Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of Contract, for which the Contractor may be subject to damages, withholding payment and any other sanctions provided for by Contract and by applicable law.

7.2 Requirements of King County Living Wage Ordinance

In accordance with King County Ordinance 17909, as a condition of award for contracts for services with an initial or amended value of \$100,000 or more, the Contractor agrees that it shall pay and require all Subcontractors to pay a living wage as described in the ordinance, to employees for each hour the employee performs a Measurable Amount of Work on this Contract. The requirements of the ordinance, including payment schedules, are detailed at <http://www.kingcounty.gov/operations/procurement/Resources/ordinance-17909.aspx>.

Violations of this requirement may result in disqualification of the Contractor from bidding on or being awarded a County contract for up to two years; contractual remedies including, but not limited to, liquidated damages and/or termination of the Contract; remedial action as set forth in public rule; and other civil remedies and sanctions allowed by law.

Section 8 CLAIMS AND APPEALS / DISPUTE RESOLUTION

8.1 Claims and Appeals

The Contractor shall address claims for additional time or compensation under the Contract in writing to the Buyer and Project Manager within ten (10) Days of the date in which the

Contractor knows or should know of the basis for the claim. Claims shall be accompanied by supporting documentation and citation to applicable provisions in the Contract documents. The County reserves the right to request additional documentation necessary to adequately review the claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. The Buyer and Project Manager shall ordinarily respond to the Contractor in writing with a decision issued jointly, but absent such written response, the claim shall be deemed denied upon the tenth (10th) Day following receipt by the Buyer and Project Manager of the claim, or requested additional documentation, whichever is later.

In the event the Contractor disagrees with the determination of the Buyer and Project Manager, the Contractor shall, within five (5) Days of the date of such determination, appeal the determination in writing to the Procurement and Contract Services Section Manager. Such written notice of appeal shall include all information necessary to substantiate the appeal. The Procurement and Contract Services Section Manager shall review the appeal and make a determination in writing, which shall be final. Appeal to the Procurement and Contract Services Section Manager on claims for additional time or compensation shall be a condition precedent to litigation.

At all times, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the direction of the Buyer or Project Manager. Failure to comply precisely with the time deadlines under this Section 8.1 as to any claim and appeal shall operate as a waiver and release of that claim and appeal and an acknowledgment of prejudice to the County.

8.2 Mediation and Arbitration

If a dispute arises out of or relates to this Contract, or the breach thereof, including any Contractor claim, that is not resolved through the required claims and appeal process set forth in Section 8.1, the parties may, upon mutual agreement, endeavor to settle the dispute in an amicable manner by mediation or other agreed form of alternative dispute resolution process prior to commencing litigation.

8.3 Applicable Law and Forum

This Contract shall be governed by and construed according to the laws of the State of Washington. Any claim or suit between the parties arising out of this Contract may only be filed and prosecuted in King County Superior Court or U.S. District for the Western District of Washington, in Seattle.

Section 9 TERMINATION

9.1 Termination for Convenience/Default/Non-Appropriation

A. Termination for Convenience

This Contract may be terminated by the County without cause, in whole or in part, upon providing the Contractor ten (10) Days' advance written notice of the termination. If the Contract is terminated pursuant to this Section 9.1.A, the County will be liable only for payment in accordance with the terms of this Contract for Work performed and Accepted prior to the effective date of termination.

B. Termination for Default

If the Contractor does not perform the Work, or the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any material provisions of the Contract, the County may terminate this Contract, in whole or in part, for default as follows:

1. A "notice to cure" shall be served on the Contractor by certified or registered first class mail in accordance with Section 2.12. The Contractor shall have ten (10) Days from the date of receipt to cure the default or provide the County with a detailed written plan for review and acceptance, which indicates the time and methods needed to bring the Work into compliance and cure the default.
2. If the Contractor has not cured the default or the plan to cure the default is not acceptable to the County, the County may terminate the Contract by serving a "notice of termination" in accordance with Section 2.12 setting forth the manner in which the Contractor is in default and the effective date of termination.
3. The Contractor shall only be paid for Work performed and Accepted less any damages to the County caused by or arising from such default. All termination payment requests are subject to an analysis of cost or price by the County to verify compliance with the Contract, applicable laws and regulations.
4. The termination of this Contract shall in no way relieve the Contractor from any of its obligations under this Contract nor limit the rights and remedies of the County hereunder in any manner.

C. Termination for Non-Appropriation

1. If expected or actual funding is withdrawn, reduced or limited in any way prior to [Final Acceptance and/or Completion of the Project], the County may, upon written notice to the Contractor, terminate this Contract in whole or in part for lack of appropriation. Such termination shall be in addition to the County's rights to terminate for convenience or default. In the event of termination under this section the following shall apply:
 - a. Subject to subsection b., the County will be liable only for payment in accordance with the terms of this Contract for Work performed prior to the effective date of termination;
 - b. Payment, if any, associated with such termination shall not exceed the appropriation for the biennium in which termination occurs; and
 - c. The Contractor shall be released from any obligation to provide further Work under the Contract affected by the termination.
2. Notwithstanding subsection 1., funding of this Contract beyond the current biennium is conditional upon the appropriation by the County Council of sufficient funds to support the Work described in this Contract. Otherwise, the Contract shall terminate on December 31 of the current biennium.

Section 10 MISCELLANEOUS

10.1 Other Public Agency Orders

Other federal, state, county and local entities may utilize the terms and conditions established by this Contract if agreeable to all parties. The County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

10.2 Assignment

Neither party shall assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the other party. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors of the assigning party. This provision shall not prevent Contractor

from pledging any proceeds from this Contract as security to a lender so long as King County Policy Fin10-1 (AP), section 6.1.3 is followed. If an assignment is approved, it shall be effective upon the posting of all required bonds, securities and the like by the assignee and the written agreement by assignee to assume and be responsible for the obligations and liabilities of the Contract, known and unknown, and applicable law.

10.3 Force Majeure

The term "force majeure" shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, terrorism, fire, accidents, shutdowns for purpose of emergency repairs, industrial, civil or public disturbances, causing the inability to perform the requirements of this Contract. If any party is rendered unable, wholly or in part, by a force majeure event to perform or comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. In the event the Contractor ceases to be excused pursuant to this provision, then the County shall be entitled to exercise any remedies otherwise provided for in this Contract, including termination for default.

10.4 Not Used- HIPAA – Protecting Patient Privacy

10.5 No Third-Party Beneficiary

This Contract is for the sole and exclusive benefit of the County and the Contractor and shall not create a contractual relationship with, or cause of action in favor of, any third parties.

10.6 Severability

Whenever possible, each provision of this Contract shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid and enforceable and have the intent and economic effect as close as possible to the invalid, illegal and unenforceable provision.

10.7 Non-Waiver of Breach

No action or failure to act by the County shall constitute a waiver of any right or duty afforded to the County under the Contract; nor shall any such action or failure to act by the County constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the County in writing.

10.8 Background Checks

Contractor warrants and represents that each and every Contractor employee can meet the following requirements: (a) No convictions within the past ten (10) years for crimes involving computers, moral turpitude, including fraud, perjury, dishonesty; and (b) No adverse employment actions within the past ten (10) years regarding dishonesty or the use or misuse of computers.

Contractor personnel needing access to secure areas, records, or systems may be required to complete a security/background check by the County. The County may require Contractor's employees, agents, consultants or Subcontractors to complete a brief questionnaire and complete fingerprinting as part of the investigation process. The required background check will review and evaluate driving records, criminal records, employment histories, military records, personal and employment references and related information. Contractor staff failing

the background check may, at the sole discretion of the County, be restricted from working within secured areas or with County systems in any capacity. The Contractor will assign alternative staff who have passed the background check to meet the requirements of the Contract.

End of Terms and Conditions

Services Contract



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

Exhibit A to Contract # _____

COMPENSATION AND METHOD OF PAYMENT

- A. The County shall reimburse the Consultant for satisfactory completion and County's acceptance of the services and requirements specified in this Contract in an amount not to exceed \$11,000.00 per month, inclusive of all taxes.

- B. For any partial month of services rendered, the monthly rate shall be prorated based on the number of calendar days worked divided by the total number of calendar days in the month.

Exhibit B, Certificate of Insurance and Policy Endorsement,
available by request

SECTION 1 INSTRUCTION TO SUBMITTERS, SUBMITTAL EVALUATION AND CONTRACT AWARD

1.1 Introduction

King County is soliciting Statement of Qualifications from interested and qualified suppliers to provide state government relations consultant services per the Scope of Work/Requirements. The purpose of this Request for Qualifications is to establish a contract to provide goods and/or services.

The term of the Contract will be two (2) years with one (1) additional one (1) year option, subject to the termination clauses contained herein. King County reserves the right to extend the Contract term if determined to be in the best interest of the County.

The compensation for services outlined in this contract will be provided in equal monthly payments of \$11,000 for satisfactory completion of the prior month's tasks. Communications

1.2 Communications

Upon release of this RFQ, no oral interpretations of the RFQ will be made to any Proposers. Oral explanations or instructions will be considered unofficial and are not binding. Any information modifying a solicitation will be furnished to all Proposers by addendum. Communications concerning this solicitation, with other than the listed Buyer or Alternate Buyer may cause the Proposer to be disqualified.

To view all bidding opportunities, proposers shall go to <https://fa-epvh-saasfaprod1.fa.ocs.oraclecloud.com/fscmUI/faces/NegotiationAbstracts?prcBuld=300000001727151> page.

1.3 Deadline for Questions

All questions and any explanations must be requested in writing and directed to the Contract Specialist and Alternate Contract Specialist no later than seven (7) Days prior to the close date specified in the solicitation. Questions about this RFQ may be submitted on or before the deadline through the Message function within the solicitation.

Proposer shall log in to the E-Supplier Portal at <https://kingcounty.gov/procurement/supplierportal>. King County will respond via an addendum and/or clarification via email or bell notification which will be available for viewing in the E-Procurement Supplier Portal.

1.4 Addenda and Clarifications

If at any time, the County changes, revises, deletes, increases, and/or otherwise modifies the RFQ, the County will issue a written Addendum to the RFQ. Proposer must acknowledge all Addenda to the solicitation before submitting a Statement of Qualifications in the E-Procurement portal. Clarifications are for informational purposes only.

Proposers that indicate they will participate will receive an automatic notification of any Addenda/Clarification via email from the E-Procurement System.

1.5 Late Statement of Qualifications

The County's E-Procurement Portal will not allow late Statement of Qualifications or modifications of submission after the close date and time specified for receipt. Proposers shall

assume full responsibility for ensuring electronic delivery of Statement of Qualifications on or before the close date and time as specified.

1.6 Document Holders

Document Holders: Document Holders list can be viewed at the following website:
<https://kingcounty.gov/depts/finance-business-operations/procurement/for-business/solicitation-resources.aspx>.

1.7 Statement of Qualifications Submittal Procedure

King County registered Suppliers interested in bidding on current solicitations must log in to their Supplier Portal to view any current bid opportunities, express interest, communicate with the Buyer via Message app and/or successfully submit a Statement of Qualifications through the E-Procurement system prior to the close date and time indicated in the solicitation.

King County will only accept electronic submittals through the E-Procurement system in response to this RFQ. Statement of Qualifications that do not conform to the requirements specified herein may be rejected.

Instructions on how to submit a bid electronically are provided

<https://kingcounty.gov/~media/depts/finance/procurement/Documents/eprocurement-supplier-guide-solicitation.ashx?la=en>

1.8 Cancellation of RFQ or Postponement of RFQ Closing

The County reserves the right to cancel the RFQ at any time. The County may change the date and time for submitting Statement of Qualifications prior to the date and time established for submittal via an Addenda.

1.9 Examination of RFQ Documents

The submission of a Statement of Qualifications shall constitute an acknowledgement upon which the County may rely that the Proposer has thoroughly examined and is familiar with the RFQ, including any work site identified in the RFQ, and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions addressing or relating to the goods or services to be provided hereunder.

The failure of a Proposer to comply with above requirement shall in no way relieve the Proposer from any obligations with respect to its Statement of Qualifications or to any Contract awarded pursuant to this RFQ. No claim for additional compensation shall be allowed which is based upon a lack of knowledge or misunderstanding of this RFQ.

1.10 Modifications of Statement of Qualifications or Withdrawal of Statement of Qualifications Prior to Solicitation Close Date

Modifications or withdrawal of Statement of Qualifications already received will be considered only if the requested modification or withdrawal is made prior to the scheduled closing time for the receipt of the Statement of Qualifications.

1.11 Statement of Qualifications Withdrawal After Statement of Qualifications Close Date

Except for claims of error granted by the County, no Proposer may withdraw a Statement of Qualifications after the close date and time established for submitting Statement of Qualifications, or before the award and execution of a Contract pursuant to this RFQ, unless

the award has been delayed for a period exceeding the period for Statement of Qualifications effectiveness.

Requests to withdraw a Statement of Qualifications due to error must be submitted in writing by email along with supporting evidence for such claim for review by the County. Evidence must be sent via the Message feature to the Buyer(s) listed in the solicitation within two (2) business Days after request to withdraw. The County reserves the right to require additional records or information to evaluate the request. Any review by the County of a Statement of Qualifications and/or any review of such a claim of error, including supporting evidence, creates no duty or liability on the County to discover any other Statement of Qualifications error or mistake, and the sole liability for any Statement of Qualifications error or mistake rests with the Proposer.

1.12 Error and Administrative Corrections

The County shall not be responsible for any errors in Statement of Qualifications. Proposers shall only be allowed to alter Statement of Qualifications after the submittal deadline in response to requests for clarifications and/or Best and Final Offers by the County.

The County reserves the rights to allow corrections or amendments to be made that are due to minor administrative errors or irregularities, such as errors in typing, transposition, or similar administrative errors.

1.13 Statement of Qualifications Response Instructions

- A. Statement of Qualifications shall address the Scope of Work as described throughout the RFQ. Statement of Qualifications need to be specific, detailed and straight forward using clear, concise, easily understood language and speak to the proposer's approach, commitment, and ability to perform the services described in the RFQ.
- B. Proposers shall examine the entire Request for Qualifications document including any instructions, terms and conditions, specifications, applicable standards, or regulations. Proposer may include up-to-date web links in their Statement of Qualifications, but web content should not substitute for full and complete responses within the body of the Statement of Qualifications. Failure to do so shall be at the proposer's risk.

1.14 Statement of Qualifications Content

- A. Submit an electronic Statement of Qualifications and attachments as required via the E-Procurement Portal as required in the Requirement sections of the RFQ.
- B. The Statement of Qualifications shall contain the following items and follow the sequence outlined below:
 - 1. [Equal Benefit Compliance Worksheet](#), if requesting alternative compliance (see Section 1.25)
 - 2. Letter of Interest - An introductory letter of interest signed by the proposer may contain relevant information about the firm and an executive summary or overview of Statement of Qualifications. The letter must include the firm's legal name, State of Incorporation, UBI number (if applicable), Federal Tax ID number, and Dun and Bradstreet number (DUNS number), if available. The letter should also identify a single point of contact and their contact information for all communications related to the Statement of Qualifications.

3. Resumes of all staff assigned to King County's Legislative program.
4. Statement of Qualifications- SOQ's will be evaluated to assess the depth of experience, relevant qualifications, and overall ability of the applicant to meet or exceed the selection criteria. Statements of Qualifications must be completed by the prime submitter. Statements of Qualifications will be evaluated based upon the following:
 - a. Proposer's experience and working relationship with state legislative leadership and with King County's state legislative delegation.
 - b. Proposer's advocacy experience, if any, for General County Government issues, including: Taxes and Revenue; Transportation & Infrastructure; Growth Management and Land Use; Water, Sewer, Solid & Hazardous Waste; Environmental Protections & Regulation; Criminal Justice & Corrections; Human Services & Affordable Housing; and Public Health & Health Reform Implementation.
 - c. Proposer's experience in advocating for fiscal and policy objectives with state executive and legislative branches. Detail outcomes.
 - d. List of three (3) references for which you have performed similar advocacy services, within the last three (3) years, including names, email addresses and phone numbers.
 - e. A client list from 2018-2021 and any known clients for 2022.
5. If applicable, Small Contractors and Suppliers (SCS) participation Information requested in Section 1.25, King County Contracting Opportunities Program **(Attachment A – SCS Submission Form)**
6. If applicable, requested contract changes: If there are exceptions taken to the terms and conditions in the Contract, the Proposer shall attach a document identifying all exceptions and proposed changes using the tracked changes feature in Microsoft Word.

1.15 Evaluation Criteria and Statement of Qualifications Scoring

Applications presented under this RFQ will be graded according to the criteria listed and weighted below: Each Statement of Qualifications has a total possible score of two hundred (200) points, with the points assigned as follows:

Item Number	Evaluation Criteria	Possible Points
1	Demonstrated experience advocating for fiscal and policy objectives with executive and legislative branches of state government.	35
2	Demonstrated working relationship with legislative leadership and King County's state legislative delegation	35
3	Extent of experience advocating county government issues before the state, including past record of achieving legislative programs/issues for clients	20
4	SCS (Small Contractors & Suppliers) Participation	10
	Possible Written Points	100
5	Oral Interview – Selection Committee (Optional)	50
6	Oral Interview – King County Councilmembers (Optional)	50
	Possible Total Written and Oral Interviews Points	200

If an award is not made based on the written evaluations alone, King County may elect to conduct interviews with the top-ranked proposers. If interviews are conducted by the selection committee or King County Councilmembers, they will be worth fifty (50) points each. Final award would then be based on the sum total of the written and oral evaluations.

- A. SCS will be scored on an all-or-nothing basis. The maximum number of points will be awarded to Submitters meeting the requirements for SCS participation. Zero points will be awarded to Submitters not meeting the requirements.

1.16 Compliance with RFQ, Terms, Attachments and Addenda

- A. The County intends to award a Contract based on the terms, conditions, attachments, and addenda contained in this RFQ. Proposers shall submit Statement of Qualifications, which respond to the requirements of the RFQ.
- B. The County reserves the right to reject any Statement of Qualifications for any reason including, but not limited to, the following:
 1. Any Statement of Qualifications, which is incomplete, obscure, irregular, or lacking necessary detail and specificity;
 2. Any Statement of Qualifications that has any qualification, limitation, exception or provision attached to the Statement of Qualifications;
 3. Any Statement of Qualifications from Proposers who (in the sole judgment of the County) lack the qualifications or responsibility necessary to perform the Work;
 4. Any Statement of Qualifications submitted by a Proposer which is not registered or licensed as may be required by the laws of the state of Washington or local government agencies;

5. Any Statement of Qualifications, from Proposers who are not approved as being compliant with the requirements for equal employment opportunity; and
 6. Any Statement of Qualifications for which a Proposer fails or neglects to complete and submit any qualifications information within the time specified by the County.
- C. In consideration for the County's review and evaluation of its Statement of Qualifications, the Proposer waives and releases any claims against the County arising from any rejection of any or all Statement of Qualifications, including any claim for costs incurred by Proposers in the preparation and presentation of Statement of Qualifications submitted in response to this RFQ.
- D. Statement of Qualifications shall address all requirements identified in this RFQ. In addition, the County may consider Statement of Qualifications alternatives submitted by Proposers that provide cost savings or enhancements beyond the RFQ requirements. Statement of Qualifications alternatives may be considered if deemed to be in the County's best interests. Statement of Qualifications alternatives shall be clearly identified.

1.17 Acceptance of Contracts and Attachments

Proposer shall review the Draft contract, and all its attachments. If there are exceptions taken to the terms and conditions, the Proposer shall include it as an attachment to the Statement of Qualifications, identifying the exceptions and proposed changes. All proposed changes shall be tracked using the tracking changes feature in Microsoft Word®.

1.18 Forms Required before Contract Signing

The top ranked Proposer shall submit the applicable documents, insurance, bonds, sworn statements, and other requirements prior to award.

- Certificate of Insurance and Endorsement – Have Insurance Agent e-mail to Buyer evidence of insurance from insurer(s) satisfactory to the county certifying to the coverage of insurance set forth in this RFQ.
- [Responsibility Attestation and Detail Form](#) – If determined to be the highest ranked proposer will complete the form and return it to the County.

1.19 Cost of Statement of Qualifications and Samples

The County is not liable for any costs incurred by Proposer in the preparation and evaluation of Statement of Qualifications submitted. If applicable, samples of items required must be submitted to the location and by the date and time specified. Unless otherwise specified, samples shall be submitted with no expense to the County. If not destroyed by testing, samples may be returned at the Proposer's request and expense unless otherwise specified.

1.20 Collusion

By submitting this Statement of Qualifications electronically, the Proposer certifies that they have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding. If the County determines that collusion has occurred among Proposers, none of the Statement of Qualifications from the participants of such collusion will be considered. The County's determination will be final.

1.21 Statement of Qualifications Evaluation and Contract Award

- A. The County will evaluate Statement of Qualifications using the criteria set forth in this RFQ. If deemed necessary, a staff evaluation panel may conduct interviews with written and/or oral discussions, site visits or any other type of clarification of Statement of Qualifications information may be conducted with those Proposers whose Statement of Qualifications are found to be potentially acceptable. If further deemed necessary, King County Councilmembers may conduct an additional set of interviews with Proposers found to be potentially acceptable. Identified deficiencies, technical requirements, terms, and conditions of the RFQ, costs or prices, and clarifications may be included among the items for discussion. The discussions are intended to give Proposers a reasonable opportunity to resolve deficiencies, uncertainties and clarifications as requested by the County and to make the cost, pricing or technical revisions required by the resulting changes. In addition, the County may request additional business and administrative information.
- B. The County may find that a Proposer appears fully qualified to perform the Contract or it may require additional information or actions from a Proposer. In the event the County determines that the Statement of Qualifications is not within the Competitive Range the County shall eliminate the Statement of Qualifications from further consideration.
- C. The evaluation of Proposer's Statement of Qualifications and additional information may result in successive reductions of the number of Statement of Qualifications that remain in the Competitive Range. If applicable to the procurement, the firms remaining in the Competitive Range may be invited to continue in the Statement of Qualifications evaluation process, and negotiations.
- D. Upon completion of discussions, the County may issue to all remaining potentially acceptable Proposers within the competitive range a request for Best and Final Offers. The request shall include notice that discussions are concluded, an invitation to submit a revised Statement of Qualifications with a Best and Final Offer, and a new submittal date and time.
- E. The County may enter negotiations with one or more Proposers to finalize Contract terms and conditions. Negotiation of a Contract shall be in conformance with applicable federal, state, and local laws, regulations, and procedures. The objective of the negotiations shall be to reach agreement on all provisions of the proposed Contract. In the event negotiations are not successful, the County may reject Statement of Qualifications.
- F. The County reserves the right to make a Contract award without written and/or oral discussions with the Proposers and without an opportunity to submit Best and Final Offers when deemed to be in the County's best interests. Contract award, if any, shall be made by the County to the responsible Proposer whose Statement of Qualifications best meets the requirements of the RFQ, and is most advantageous to the County, taking into consideration all established evaluation factors. The County shall have no obligations until a Contract is signed between the Proposer and the County. The County reserves the right to award one or more contracts as it determines to be in its best interest.

1.22 King County Contracting Opportunities Program

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

A "Small Contractors and Suppliers" (SCS) means that a business and the person or persons who own and control it are in a financial condition, which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Program is set at fifty percent (50%) of the Federal Small Business Administration (SBA) small business size standards using the North American Industrial Classification System (NAICS), and an Owners' Personal Net Worth less than \$1,320,000.

A "Certified Firm" means a business that has applied for participation in King County's Contracting Opportunities Program and has been certified as an SCS by the King County Business Development and Contract Compliance (BDCC) office. Information about becoming a Certified Firm, as well as a list of Certified Firms, may be obtained by visiting the King County's Contracting Opportunities Program Website address:

www.kingcounty.gov/exec/BusinessDev/contractingopps.aspx or contacting the BDCC office at 206-205 0711.

In the evaluation of Statement of Qualifications, points will be allotted for SCS participation. King County will count only the participation of SCSs that are certified by King County at the date and time of Statement of Qualifications submittal. After tabulation of the selection criteria points of all prime submitter's points shall be added to the score of all Statement of Qualifications that meet at least one of the two following sub-criterion:

- A. If the Prime submitter who is an SCS firm and includes the SCS certification number on page one of this submittal is eligible to receive the maximum points for this criterion.
- B. If the Prime submitter is not an SCS but will use SCSs for at least 5% of the total contract labor hours in the work to be performed in this contract and include it in their Statement of Qualifications submission.

Attachment A - SCS Submission Form must be completed and submitted with the Statement of Qualifications to be eligible to receive available points for SCS participation. The Contractor's percentage of participation by Certified SCS Firms as identified in its Statement of Qualifications shall be made a condition of the Contract award.

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

1.23 Responsive and Responsible

The County will consider all the material submitted by the Proposer, and other evidence it may obtain otherwise, to determine whether the Proposer is in compliance with the terms and conditions set forth in this RFQ.

In determining the responsibility of the Proposer, the County may consider:

- A. the ability, capacity, and skill to perform the Contract and provide the service required;

- B. the character, integrity, reputation, judgment and efficiency;
- C. financial resources to perform the Contract properly and within the times proposed;
- D. the quality and timeliness of performance on previous contracts with the County and other agencies, including, but not limited to, the effort necessarily expended by the County and other agencies in securing satisfactory performance and resolving claims;
- E. compliance with federal, state, and local laws and ordinances relating to public contracts;
- F. other information having a bearing on the decision to award the Contract.

For all contracts with a value of \$100,000 or more, the selected Proposer must meet the requirements set forth in King County Code 2.93.120 regarding historic compliance with environmental, worker safety, and labor and human trafficking laws. Historic compliance is defined as a minimum of three (3) years preceding the submittal date for the solicitation.

The County shall conduct a review in order to determine the selected Proposer's responsibility related to these areas. Failure to fully answer any responsibility question, or otherwise be out of compliance with the requirements of the code as determined by the County, shall eliminate the Proposer from consideration of award

Failure of a Proposer to be deemed responsible or responsive may result in the rejection of a Statement of Qualifications.

1.24 Financial Resources and Auditing

If requested by the County, prior to the award of a contract, the Proposer shall submit proof of adequate financial resources available to carry out the execution and completion of Work required by the contract.

King County reserves the right to audit the Contractor throughout the term of the contract to assure the Contractor's financial fitness to perform and comply with all terms and conditions contained within the contract. King County will be the sole judge in determining the Contractor's financial fitness in carrying out the terms of the contract.

1.25 Sustainable Purchasing Policy

Proposers able to supply sustainable goods and services that meet design and performance requirements are encouraged to offer them in Statement of Qualifications when not otherwise prohibited. Sustainable goods and services provide environmental, social, and economic benefits while protecting human health and the environment over the entire life cycle of the good or service, from the extraction of raw materials through final disposal.

To ensure that products and services meet sustainability criteria, the Sustainable Purchasing Policy authorizes King County purchasers to prioritize the use of ecolabels, and environmental standards and certifications recommended by the U.S. Environmental Protection Agency (EPA) and those accredited by third-party organizations. (Reference: KCC 18.20).

1.26 Equal Benefits

In accordance with the County Ordinance 14823, as a condition of award of a contract valued at \$25,000 or more, the Contractor agrees that it shall not discriminate in the provision of employee benefits between employees with spouses and employees with domestic partners during the performance of this Contract. Absent authorization for delayed or alternative compliance as referenced below, failure to comply with this provision shall be considered a

material breach of this Contract and may subject the Contractor to administrative sanctions and remedies for breach.

1.27 Single Statement of Qualifications Receipt

If the County receives a single responsive, responsible Statement of Qualifications, the County may request an extension of the Statement of Qualifications acceptance period and/or conduct a price or cost analysis on such Statement of Qualifications. The Proposer shall promptly provide all cost or pricing data, documentation and explanation requested by the County to assist in such analysis. By conducting such analysis, the County shall not be obligated to accept the single Statement of Qualifications; the County reserves the right to reject such Statement of Qualifications or any portion thereof.

1.28 News Releases

News releases pertaining to this RFQ, the services, or the project to which it relates, shall not be made without prior approval by and then only in coordination with King County.

1.29 Public Disclosure of Statement of Qualifications

This procurement is subject to the Public Records Act, Chapter 42.56 RCW: <https://apps.leg.wa.gov/rcw/default.aspx?cite=42.56>. Statement of Qualifications submitted under this RFQ shall be considered public documents unless the documents are exempt under the public disclosure laws.

If a Proposer considers any portion of its Statement of Qualifications to be protected under the law, the Proposer shall clearly mark each section as "CONFIDENTIAL" or "PROPRIETARY". If any materials are marked "CONFIDENTIAL" or "PROPRIETARY", Proposers have ten (10) calendar days from the receipt of the Notice of Selection/Non-Award to obtain a court order enjoining release pursuant to RCW 42.56.

If a Proposer does not take such action within said period, the County will post the materials to the Solicitation Resources page, <https://kingcounty.gov/depts/finance-business-operations/procurement/for-business/solicitation-resources.aspx>, after contract execution. By submitting a Statement of Qualifications, the Proposer assents to this procedure and shall have no claim against the County.

1.30 Protest Procedures

King County has a process in place for receiving protests based upon Request for Qualifications or contract awards. The protest procedures are available at <http://www.kingcounty.gov/depts/finance-business-operations/procurement/for-business/do-business/protest.aspx>.

SECTION 2 SCOPE OF WORK

2.1 INTRODUCTION

The King County Council and King County Executive work together to establish an annual state legislative agenda for King County, which the Council formally adopts by Motion. The County's government relations advocacy program is charged with monitoring, tracking, and advocating the breadth of policy and fiscal issues of importance to King County that are before the State Legislature, with special emphasis on adopted legislative agenda items.

The Council and Executive are requesting Statement of Qualifications for providing state government relations consultant services for a two (2) year period encompassing the 2022 and 2023 legislative sessions, including preparatory and follow-up activities. The awarded contract may be extended for one (1) additional year, at the County's sole option, to include the 2024 legislative session, including preparatory and follow-up activities. During the contract term, King County reserves the right to modify the scope of work to recognize changing and emerging issues and the contract amount to reflect the amount of work to be performed by the consultant.

2.2 SCOPE OF WORK

Services performed by the consultant shall allow King County officials in both the legislative and executive branches to keep abreast of developments on a broad range of issues being considered by the state legislature. On a selected group of issues, the consultant will provide more in-depth services including advocacy on the County's behalf. A list of the issues on which the consultant will provide advocacy, monitoring, and reporting services is included as a part of the Scope of Work. The consultant shall provide the following services:

A. Advocacy Services

1. The consultant shall assist the Executive's Government Relations Team and Council's Government Relations Team in developing a state legislative agenda and an action plan for achieving the policy objectives set forth in the state legislative agenda. At the direction of County government relations staff, this may include meetings with department staff and County officials to understand and develop legislation, testimony, and detailed legislative strategies.
2. The consultant shall advise the Council, the Executive, and County staff with respect to proposed legislation, including the timing and nature of direct County contacts with legislators and other state officials. As requested, the consultant shall coordinate with County government relations staff to facilitate meetings between King County elected officials and legislators.
3. The consultant, at the direction of Council and Executive government relations staff, shall advocate on behalf of King County in legislative hearings; and, as requested, advocate before legislators and staff, the Governor and staff, and other state officials and staff.
4. The consultant shall maintain regular contact with King County's state delegation, legislative leadership, key legislative committees, and the executive branch of state government involved in the development of legislation, pertaining to operation of the County, as directed by Council and Executive government relations staff.
5. Issues Covered by Advocacy:

- a. General County Government
 - b. County Taxes and Revenue
 - c. Transportation & Infrastructure
 - d. Growth Management and Land Use
 - e. Water, Sewer, Solid & Hazardous Waste
 - f. Environmental Protections & Regulation
 - g. Criminal Justice & Corrections
 - h. Human Services & Affordable Housing
 - i. Public Health & Health Reform Implementation
 - j. Other Issues as Assigned
- B. Monitoring and Reporting Services
- 1. The consultant shall monitor actions by the state legislature and the state executive branch on all issues of concern to the County and attend meetings of public interest groups and state organizations regarding topics of interest to King County. As requested, the consultants may be required to assist with bill tracking, vetting daily bill intro sheets for referrals of bills for staff review, analysis of staff bill review, and bill analysis software or applications used to solicit County department staff feedback on legislation.
 - 2. The consultant shall provide status reports to the Council's Government Relations Team, the Executive's Government Relations Team, and the Council's Committee of the Whole on relevant issues, and prepare memoranda and other information as requested by the County. This may include, but not be limited to, weekly written reports as well as weekly and ad-hoc conference calls.
 - 3. The consultant shall consult with the Council's Government Relations Team and the Executive's Government Relations Team to identify the most effective means for assuring that the items on the adopted King County Legislative Agenda are addressed by the Washington State Legislature. This may include, but not be limited to, weekly in-person or video meetings throughout the legislative session, as well as weekly and ad-hoc conference calls.
- C. Issues Covered by Monitoring and Reporting:
- 1. General County Government
 - 2. County Taxes and Revenue
 - 3. Transportation & Infrastructure
 - 4. Growth Management and Land Use
 - 5. Water, Sewer, Solid & Hazardous Waste
 - 6. Environmental Protections & Regulation
 - 7. Criminal Justice & Corrections
 - 8. Human Services & Affordable Housing

9. Public Health & Health Reform Implementation
10. Other issues as Assigned

2.3 FEES AND EXPENSES

The compensation for services outlined in this contract will be provided in equal monthly payments of \$11,000 for satisfactory completion of the prior month's tasks.

2.4 PROPOSAL FORMAT

See Section 1.14.

Request for Qualifications (RFQ) Addendum # 1



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

ADDENDUM DATE: JULY 23, 2021

RFQ Title:	Government Relations Consultant
RFQ Number:	KC000278
Due Date:	August 9, 2021 - 2:00 p.m. PT
Contract Specialist:	Gina Keolker, gina.keolker@kingcounty.gov , 206-263-9143
Alternate Contract Specialist:	Vicki Nakamichi, vicki.nakamichi@kingcounty.gov , 206-263-9299

This addendum is issued to revise RFQ KC000278, Government Relations Consultant advertised on July 22, 2021, as follows:

1. **Delete** Synopsis in its entirety and **Replace** with the following:

The Council and Executive are requesting proposals for providing state government relations consultant services for a two-year period encompassing the 2022 and 2023 legislative sessions, including preparatory and follow-up activities. The awarded contract may be extended for one additional year, at the County's sole option. Services performed by the consultant will include monitoring, tracking, and advocating the breadth of policy and fiscal issues of importance to King County that are before the State Legislature.

Upon request, this Request for Qualifications will be provided in alternative format for individuals with disabilities.

FOSTER GOVERNMENT RELATIONS

SHAW – GOVERNMENT RELATIONS

August 6, 2021

Request for Qualifications

RFQ KC000278

State Government Relations Consultant

Michael Shaw

5411 40th Ave SW

Seattle, WA 98136

206-595-6108

David Foster

3646 – 48th Ave SW

Seattle, WA 98116

206-372-8523

August 6, 2021

Regina Keolker
King County Procurement and Payables Section
Chinook Building, 3rd Floor
401 Fifth Avenue
Seattle, WA 98104

Dear Ms. Keolker:

Thank you for the opportunity to respond to this Request for Qualifications (RFQ KC000278) for State Government Relations Consultant for King County. As the current contract lobbyists and former long time employees and representatives of local government, we would be honored to continue to be a part of the team working to enhance the economic vitality and quality of life for the population of King County.

We have the skills, contacts and experience to support King County in Olympia and throughout the state as needed. Together we have over forty years of direct lobbying in Olympia and nearly fifty years of working in and for local and state government. We have both represented large governments and a broad range of clients that cover all of the issue areas discussed in the RFQ. In addition to the information provided by our attached resumes, we offer the following strengths that will benefit King County:

- We have good bipartisan working relationships with legislators from around the state, especially those in King County.
- We are known for being strong team players and can work well with coalitions including the Washington State Association of Counties, and the Washington Association of County Officials to support King County's legislative agenda.
- Our working style involves close coordination with the clients we represent, both to keep them well-informed of what is happening on relevant issues during the legislative session and also to involve them directly, if they desire and as needed, in affecting outcomes.

Together, we have represented many diverse clients. This diversity has allowed us to work with legislators, coalitions, organizations and other lobbyists from around the state. We have had success working large difficult issues, including operating, capital and transportation budgets, as well as smaller focused policy issues. Each issue requires a unique game plan and must be approached with individual strategies to maximize the probability of success. We have a strong record of developing a winning approach to issues, which we begin with our clients well before the legislative session begins in January.

Regina Keolker
August 9, 2021
Page 2

Our qualifications, including examples of our resumes, approach to the scope of work, related work, proposal costs and references, are attached. We are happy to supply additional information as requested.

As former employees and current residents of King County we would be proud to have the opportunity to continue to represent King County and work with you as your lobbyists. We look forward to hearing from you regarding the next step in the selection process.

For the purpose of communication and potential contract David Foster is the contact person for our team.

Sincerely,



David Foster



Michael Shaw

Executive Summary

With over four decades of local government lobbying success, David Foster and Michael Shaw have demonstrated experience and skill in helping to build and execute legislative agendas for large and small public jurisdictions – from King County to the Grant County Fire District. #3.

They work directly with staff and elected officials of the jurisdiction to understand the jurisdiction's issues, use their knowledge of issues to communicate with other organizations with both similar and opposing interests to determine legislative strategies for their clients and work directly with legislators to achieve the jurisdiction's legislative goals. They work hard to keep the client well-informed throughout the legislative process and know when to utilize the clients to represent their own interests at the legislature.

There are three facets to local government lobbying: substantive policy work, public works requests (both capital and transportation) and operating budget priorities. David Foster and Michael Shaw have unique qualifications in all three facets.

Having represented King County for nine years as its contract lobbyists and having worked in various capacities for King County over several decades, Foster and Shaw can provide unequalled representation to King County and look forward to doing so in years to come.

Qualifications

David Foster:

David Foster began his career working in a variety of governmental positions in Olympia and Washington D.C. In 1996, he worked at the King County Council as the lead staff member for Councilmember Nickels on a range of issues including the annual budget, public health, human services and natural resources. After moving to the City of Seattle and beginning his lobbying career in late 2001, David Foster was the lead lobbyist for the City on human services, public health, criminal justice, public safety, and economic development, including the state operating budgets for each of these issue areas. In 2002, he became Seattle's Chief State Lobbyist, leading the team while having the primary responsibilities in issue areas that included operating and capital budget, transportation, land use and infrastructure. Additional duties included coordinating legislative outreach, researching and drafting Seattle's legislative agenda.

In late 2006, David Foster left the City of Seattle to start *Foster Government Relations* with clients that have included American Behavioral Health Systems, American Lung Association, Apollo Group Inc., Building for the Arts Coalition, Cannon Power Group, City of Seattle, City of Spokane Valley, City of Tukwila, Communities In Schools of Washington, HistoryLink, Intercity Transit, Interior Design Coalition of Washington, KinderCare, King County, National Multiple Sclerosis Society - Greater Washington Chapter, Pacific Science Center, Recreational Gaming Association, Seattle Aquarium Society, Seattle Center Foundation, School Levy Coalition, Sound, Tobacco Free Kids, Washington Childcare United, Washington State Alliance of YMCA's and Washington State Association of Counties.

As a representative of a diverse clientele, he has been active in almost every conceivable issue area, including transportation, public infrastructure, finance, revenue, arts, public health and human services. He has successfully secured funding from the state's operating, capital and transportation budgets and has steered policy legislation through the political minefields of Olympia. He has worked to build a successful business by providing straight forward communication to both his clients and the elected officials that he is working with ensuring that all parties fully understand the issues at hand.

Michael Shaw:

Michael Shaw began his career in 1988 as a Deputy Prosecuting Attorney for King County, appearing regularly before the Superior Court, the State Court of Appeals-Division One, and the State Supreme Court. Later, in 1993, Michael Shaw served the Washington State Senate as senate counsel before returning to King County in 1996 as Government Relations Director. Later, he served as policy director for the Washington State Association of Counties until leaving to form *Shaw – Government Relations*. Since 1999, Michael Shaw has represented the City of Seattle, the Association of Washington Cities, Snohomish County, the Washington State Bar Association, American Heart Association, ARAMARK Inc., PaladinData Inc., Sound Transit, and the Washington State Association of Counties as their transportation lobbyist at the State Legislature. Current clients include King County, Pierce County, the Washington State Transit Association, the American Planners Association, the American Public Works Association, Aladdin Bail Bonds, the Washington Association of County Officials, the American Society for the Prevention of Cruelty to Animals and the Washington State Association of Boundary Review Boards.

Today, *Shaw – Government Relations* is known for its local government and transportation expertise. In 2000, the Association of Washington Cities retained him to represent the association on transportation matters. In 2005, the Washington State Association of Counties similarly contracted with him to lobby their transportation agenda. In 2007, Michael Shaw, together with David Foster, led a lobbying effort that obtained \$20,000,000 for public health agencies in Washington State. In 2012, Michael Shaw was instrumental in obtaining \$9 million for transit operations. In 2015, he negotiated the transit share of the transportation funding package that saw substantial increases in special needs transit funding, regional mobility grants, transit capital facility grants and rural mobility grants. Since 2014, Michael Shaw has successfully represented county auditors, coroners, assessors, clerks, treasurers as the Washington Association of County Officials lobbyist. Additionally, he has strong relationships with the staff of the Washington Association of Prosecuting Attorneys and the Washington Association of Sheriffs & Police Chiefs.

DAVID FOSTER

PROFESSIONAL EXPERIENCE

- October 2006 to Present **Foster Government Relations, Seattle, WA**
Owner
Contract lobbyist at State Legislature and local government level for public, non-profit and private sector clients.
- June 2002 to October 2006 **City of Seattle, Office of Intergovernmental Relations, Seattle, WA**
Chief State Lobbyist
Lead staff liaison to State Legislature on behalf of the Mayor and Seattle City Council. Lead staff on operating, capital and transportation budgets, land use and infrastructure, economic development, education, Seattle Center and elections. Coordinated legislative outreach with Seattle departments and external interest groups and drafting of legislative agenda. Assisted with regional government relations efforts. Managed two lobbyists and one administrative member.
- December 2001 to June 2002 **City of Seattle, Office of Intergovernmental Relations, Seattle, WA**
State Legislative Liaison
Served as liaison to State Legislature on behalf of the Mayor of Seattle and Seattle City Council. Lead staff on policy and operating budget for human services, public health, criminal justice, public safety, civil rights, economic development education and campaigns.
- March 1996 to December 2001 **King County Councilmember Greg Nickels, Seattle, WA**
Legislative Aide - Metropolitan King County Council, District 8
Served as liaison to Councilmembers, Executive, Council and Department staff. Lead staff to Councilmember on issues including the annual budget, King County Board of Health, Law & Justice, Human & Community Services, Utilities and Natural Resources. Represented Councilmember in community. Press relations. Performed constituent casework. Researched and drafted legislative correspondence.

EDUCATION

Western Washington University
BA, Political Science w/ History Minor, March 1992

MICHAEL E. SHAW

Shaw- Government Relations - Providing lobbying services since 1999

Based in Seattle, but with an office in the Washington Counties Building in Olympia,
Michael Shaw is well known for his land use, transportation and criminal justice expertise

PRIOR PROFESSIONAL EXPERIENCE

WASHINGTON STATE ASSOCIATION OF COUNTIES- Policy Director

Olympia, Washington

November 1996 - November 1999

Represented Washington's 39 counties before the state legislature. Responsible for initiating and developing strategic planning efforts in both public and legislative arenas. In 1999, given responsibility for all transportation issues impacting counties.

KING COUNTY - Director, Government Relations

Seattle, Washington

December 1995 - November 1996

Responsible for developing and implementing county's legislative agenda -- primarily focusing on county finance and regional services, including transit.

SENATE REPUBLICAN CAUCUS - Staff Counsel and Floor Attorney

Olympia, Washington

January 1993 - December 1995

Drafted legislation, resolutions, legal memorandums, memorials, and bill summaries for senators and staff. Researched legality and effect of state and federal legislation. Provided insight regarding public policy and political strategy to caucus members. Advised leadership regarding parliamentary issues.

KING COUNTY PROSECUTOR'S OFFICE -Deputy Prosecutor

Seattle, Washington

September 1988 - January 1993

Filed and argued criminal cases before the King County District and Superior Courts, Washington State Court of Appeals (Division One), and the Washington State Supreme Court. Extensive trial experience.

EDUCATION

Juris doctorate, 1988 -- Northwestern School of Law of Lewis and Clark College,
Admitted to Washington State Bar - December 1988

Bachelor of Arts, 1985-- University of Washington, Seattle, Washington.
Political Science Major.

PROFESSIONAL AFFILIATIONS

Washington State Bar Association
Third House

Related Work

Individually, David Foster represented the City of Seattle as their lead lobbyist from 2003 – 2009, working on issues including taxes and revenue, transportation and human services. In 2009, he led the effort to allow Seattle to utilize a sales tax credit in the case of an annexation in the North Highline area.

Michael Shaw has represented land use planners, public work officials and both city and county associations for the last twenty-one years. Whether the issue relates to utility contracts, jail health care, public health clinics or transit operations, he has worked extensively in that arena.

Together David Foster and Michael Shaw have successfully represented King County for the past nine years covering all relevant issue areas. Some examples of their work, directly from the legislative agenda, include ensuring that the local option MVET was included in the 2013 and 2014 transportation proposals and that Sound Transit's \$15 billion revenue authority was contained in the final approved 2015 transportation package. They have also helped to steer legislation to fold the Ferry District into a general King County responsibility, pass the Cultural Access revenue authority, and allow future Hotel/Motel taxes related to housing to be used for bonding purposes. More recently they worked to provide Council authority for the sales tax for housing and this past session to allow its use for purchase of existing housing facilities. Lastly, they have been successful working with transportation leaders to ensure local projects are included in any new revenue/spending proposal.

Partnering together in 2007, Michael Shaw and David Foster successfully lobbied the legislature for an ongoing \$20 million state appropriation for public health. They led the effort for, at that time, the only public health funding increase since the loss of MVET funding in 1999. In 2018, they obtained \$3 million for King County public health programs.

Services Provided

Foster and Shaw would work as directed by County Council Government Relations Director, Mac Nicholson, and County Executive Government Relations Director, Celia Jackson to perform the following:

- 1) **Develop a state legislative agenda and an action plan.** Working for a variety of clients big and small Foster and Shaw has a great deal of experience developing legislative agendas including the past six years working on behalf of King County. We will meet with and work directly with the elected officials in King County as well as the staff that perform the day to day operations to ensure all parties have the information needed to build a strong and ultimately successful agenda.
- 2) **Advise the County Council, Executive and staff.** As part of developing the agenda, it is important to reach out to individuals and organizations that may have similar and/or different interests. Foster and Shaw have worked closely with many groups in Olympia including but not limited to the WA State Association of Counties, Association of WA Cities, Association of WA Business as well as legislators throughout the state. We will

look for and inform the Council, Executive and staff of areas of shared interest and possible roadblocks

- 3) **Maintain contact with the King County legislative delegation.** Due to our lengthy careers in Olympia, Foster and Shaw frequently meet with legislators in King County and throughout Washington State, including leadership of both parties, committee chairs, and also with the State departments and key executive staff. These meetings help to inform not just the legislative agenda development but the planning and strategy that go along with implementing the agenda. These meetings continue throughout the legislative session.
- 4) **Monitor the state legislature and executive branch.** Much of lobbying is being available when opportunity arises so Foster and Shaw actively follow any and all pertinent meetings and would maintain a presence in Olympia during the November committee days and any potential special session in the fall of 2021.
- 5) **Reporting.** Foster and Shaw believe that the best way to ensure success with King County's legislative agenda is to provide and expect straight-forward communication to both the client and the elected officials with whom we work, ensuring that all parties fully understand the issues at hand. At a minimum, this would entail weekly correspondence with the King County Council's and Executive's Directors of Government Relations as well as with the appropriate elected officials. In most cases, the communication will be much greater and will include frequent in person meetings, phone calls, e-mail and written reports as needed or as requested.
- 6) **Addressing the King County agenda.** To help ensure King County's priorities are addressed by the Washington State Legislature it is important to develop a strong agenda as early as possible. This will allow the lobbyists and staff to prepare legislation, line up sponsors, flush out proponents and opponents, and line up hearing dates. It is also important to maintain clear lines of communication with legislators at all levels so that when (not if) a problem arises and immediate action is required we can respond accordingly.
- 7) **Issue areas.** As long-time lobbyists representing various governments and organizations, Foster and Shaw have unique breadth of knowledge of all aspects of county government including but not limited to budgets, taxes and revenue, transportation and infrastructure, growth management and land use, utilities, environment, criminal justice health and human services and general government practices. We have extensive knowledge and proven work in all of these issues areas including positive working relationships with the appropriate legislative leaders.

Proposal Costs

Foster and Shaw propose a monthly fee of \$11,000, as provided in the RFQ. All transportation, assorted supply costs and other incidentals were borne by Foster and Shaw as independent contractors. Any costs unforeseen by either party would be subject to future discussion.

References

David Foster

Sue Anderson, Executive Director
WA State Alliance of YMCA's
909 Fourth Ave,
Seattle, WA 98104
206-719-1270

Tim Ceis, Founder
CBE Strategic
Former Deputy Mayor, City of Seattle
2226 Eastlake Ave. E. #74
Seattle, WA 98102
206-265-1800

Ann Freeman Manzanares, General Manager
Intercity Transit
526 Pattison St SE
Olympia, WA 98501
360-705-5838

Michael Shaw

Jennifer Wallace, Executive Director
Washington Association of County Officials
206 10th Ave SE
Olympia, WA 98501
360-489-3043

Jim Rioux, Legislative Chair
American Public Works Association
Olympia City Hall
601 4th Ave East
Olympia, WA 98501
360-753-8484

Justin Leighton, Executive Director
Washington State Transit Association
2629 12th Court SW
Olympia, WA 98502
360-786-9734

Clients Lists

David Foster

Clients 2018-21:

American Behavioral Health Systems: This organization provides behavioral health treatment to individuals including those in the state prison system.

Building for the Arts Coalition: Advocate on behalf of diverse arts organizations for successful inclusion in the biennial Capital Budget for funds through the Building for the Arts program.

Campaign for Tobacco Free Kids: Advocate specifically on the effort to change the legal age of sale of tobacco products to 21 years old and ban tobacco and vape flavors.

City of Tukwila: Local government work focused on transportation, environmental, housing and health/human services issues.

Intercity Transit (Thurston County): As Thurston County grows Intercity Transit is trying to increase its ability to serve the population through increased routes, van pools and service vans. Legislative activity is focused on transit policy, increased revenue authority and overall capacity.

King County: As a large local government the work is on a large mix of issues but focused on budgets, transportation, revenue, housing, mental and public health and infrastructure.

Knowledge Universe (KinderCare): This national childcare provider focuses on increased subsidy rates for low-income families and childcare policy.

Pacific Science Center: Legislative work revolves around operating funding for science education in the state operating and capital budgets.

Seattle Aquarium Society: The Aquarium is focused on revenue and capital budget funding issues.

Washington Association of County Officials: Provided additional lobbying support during session for local officials.

Washington State Alliance of Y's: The primary work of the Y's is related to childcare and healthy living policies, revenue issues, and the Capital Budget.

Western States Arts Federation (subcontract through Doug Levy): Advocate for arts funding and new policy to promote community growth for business, tourism purposes.

Clients expected for 2022:

Campaign for Tobacco Free Kids
City of Tukwila
Intercity Transit (Thurston County)
KinderCare
King County
Pacific Science Center
Seattle Aquarium Society
Washington State Alliance of Y's
Western States Arts Federation

Michael Shaw

Clients 2018-21:

Pierce County: I have represented Pierce County since December 1999. I work primarily on law and justice, human services, general government, and tax issues.

Washington State Bar Association: From 2013 to 2017 and again from 2020 through 2022, I represented the WSBA on issues ranging from corporate and trust law to elder care and administrative law.

American Planners Association: Starting October 2005, I began representing the Washington chapter of the American Planners Association. Their interest's concern land use issues.

Washington Association of County Officials: Starting December 2014, I work with WACO's various affiliate associations comprised of county assessors, treasurers, auditors, sheriffs, prosecutors, clerks, and coroners.

Washington State Association of Boundary Review Boards. Starting November 1st, 2005, I monitor all bills impacting the WSABRB and consult on legislative matters. The contract ended in 2020.

Washington State Transit Association. Starting December 2009, I represent the broad interests of transit association. Primarily, I work to expand their funding options and secure their governance structure.

King County. Starting August 2012, I work with Dave Foster to represent King County on matters relating to transportation, human services and criminal justice.

American Public Works Association. Starting during the 2013 session, I work on issues pertaining to public infrastructure funding and construction issues.

American Society for the Prevention of Cruelty to Animals. Starting during the 2014 session, I work on issues relating to the humane treatment of pets.

Aladdin Bail Bonds. Starting January 2018, I began my association with Aladdin on issues pertaining to pretrial release.

Liberty Mutual Insurance. Starting January 2019, I contracted with Liberty Mutual to provide legislative advocacy services.

Clients expected for 2021:

Aladdin Bail Bonds

American Planners Association

American Public Works Association

American Society for the Prevention of Cruelty to Animals

King County

Liberty Mutual Insurance

Pierce County

Washington Association of County Officials

Washington Federation of Animal Control Agencies

Washington State Bar Association

Washington State Transit Association