



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

August 21, 2001

Motion 11266

Proposed No. 2001-0396.1

Sponsors Pelz

1 A MOTION authorizing the chair of the council to enter
2 into a contract for services to represent the county during
3 the Washington state legislature.

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6 WHEREAS, the county is a subdivision of the state of Washington, and
7 WHEREAS, as a result, the county's services, operations and finances are to a
8 significant extent controlled by the laws of the state, and

9 WHEREAS, legislation signed into law during by the Washington state
10 legislature often impacts King County's services, operations and finances, and

11 WHEREAS, it is in the interest of the residents of King County to have
12 representation during the legislative session on a broad range of complex issues, and

13 WHEREAS, after sending out the request for proposal, The Advocacy Group was
14 selected to represent King County;

15 NOW, THEREFORE, BE IT MOVED by the Council of King County:

16 The chair of the metropolitan King County council is authorized to enter into a
17 contract, in accord with the request for proposal and scope of services attached to this

18 motion, with The Advocacy Group for the services of monitoring actions by the state
19 legislature and the state executive branch on all issues of concern to King County, and to
20 be an advocate on the county's behalf on all issues including, but not limited to, growth
21 management, water and sewer and threatened and endangered species, during the 2001
22 Washington state legislative interim and the 2002 legislative session, and

23 BE IT FURTHER MOVED, if recommended by the legislative steering
24 committee, or its successor, the chair of the metropolitan King council is authorized to

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25 renew this agreement, in single year increments, for a total of three years or through the
26 end of any state legislative sessions in the year 2004.

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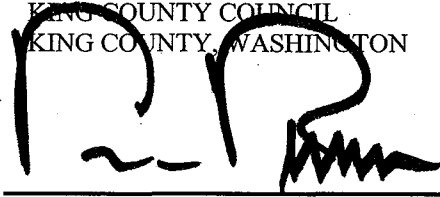
Motion 11266 was introduced on 7/30/01 and passed by the Metropolitan King County Council on 8/20/01, by the following vote:

Yes: 11 - Mr. von Reichbauer, Ms. Miller, Mr. Phillips, Mr. Pelz, Mr. McKenna, Ms. Sullivan, Mr. Pullen, Mr. Gossett, Ms. Hague, Mr. Thomas and Mr. Irons

No: 0

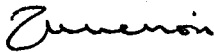
Excused: 2 - Ms. Fimia and Mr. Nickels

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



Pete von Reichbauer, Chair

ATTEST:



Anne Noris, Clerk of the Council

Attachments A. Request for Proposal

11200

Attachment A

REQUEST FOR PROPOSAL

2001-396



**KING COUNTY PROCUREMENT
AND CONTRACT SERVICES
DIVISION**
821 Second Ave. 8th Floor
SEATTLE, WA 98104
(206) 684-1681
(206) 684-1470 FAX

PROPOSAL NUMBER:	133-01RLD	
PROPOSAL OPENING DATE:	June 28, 2001	TIME: 2:00 P.M.
ALL PROPOSALS SHALL BE SUBMITTED TO THE PURCHASING AGENCY NO LATER THAN 2:00 P.M. EXACTLY		
BUYER:	Roy L. Dodman <i>RD</i>	
REQUISITION #:	VV18400	

DATE ISSUED: June 14, 2001

**TITLE: STATE GOVERNMENT RELATIONS CONSULTANT
KING COUNTY COUNCIL**

Sealed proposals are hereby solicited and will be received only at the office of the King County Procurement Services Division at 821 Second Avenue, 8th Floor, Seattle, Washington, 98104 no later than 2 p.m. June 28, 2001, for a *State Government Relations Consultant for the King County Council*. These services shall be provided to King County in accordance with the following and the attached instructions, requirements, and specifications.

Submittal: King County requires the Proposer to sign and return *this entire Request for Proposal (RFP) document*, and to provide *one (1) photocopy* of the signed RFP, for a total of *two (2) items*. The Proposer shall provide *one unbound original* and *ten (10) copies* of the proposal response, data or attachments offered, for *eleven (11) items* total. The original in both cases shall be noted or stamped "Original".

Proposers are urged to use recycled/recyclable products and both sides of paper for printed and photocopied materials, whenever practicable, in preparing responses to this RFP.

Questions: Proposers are required to submit any questions in writing prior to the close of business Thursday, June 28, 2001, to the above address, in order for staff to prepare any response required to be answered by Addendum.

NOTE: INFORMATION WITHIN BORDERED AREA MUST BE COMPLETED AND SIGNED.

This document can be made available from the ADA Liaison, at (206) 684-1681 or TDD (206) 296-0100, in large print, audio cassette, or Braille

LEGAL NAME OF OFFEROR/CONTRACTOR (PRINT OR TYPE)			NAME OF AUTHORIZED REPRESENTATIVE (PRINT OR TYPE)		
The Advocacy Group, Inc.			Regina M. LaBelle		
STREET			TITLE		
1633 Bellevue Ave., Suite A			President, The Advocacy Group		
CITY	STATE	ZIP	SIGNATURE		
Seattle	WA	98122			
TELEPHONE NUMBER		FAX NUMBER			
206-381-1815		206-652-5022			


- L. This RFP shall be available for use by all King County Departments, Divisions and Agencies. If orders will be placed by the County's Transit Division, the Contractor will be required to sign and comply with the Federal Transit Administration's (FTA)'s required documentation.
- M. The contents of the proposal of the selected Proposer shall become contractual obligations if a contract ensues. Failure of the Proposer to accept these obligations may result in cancellation of their selection.
- N. A contract between the Consultant and King County shall include all documents mutually entered into specifically including the contract instrument, the RFP, and the response to the RFP. The contract must include, and be consistent with, the specifications and provisions stated in the RFP.
- O. News releases pertaining to this RFP, the services, or the project to which it relates, shall not be made without prior approval by, and then only in coordination with, the King County Department of Finance.
- P. King County Code 4.16.025 prohibits the acceptance of any proposal after the time and date specified on the Request for Proposal. There shall be no exceptions to this requirement.
- Q. King County agencies' staff are prohibited from speaking with potential Proposers about the project during the solicitation.

Please direct all questions to:

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

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

- R. Protest Procedure - King County has a process in place for receiving protests based upon either proposals or contract awards. If you would like to receive or review a copy, please contact the Buyer named on the front page of this document or call Procurement Services at 206-684-1681.
- S. Bid opening form. Complete the form below and attach it to a prominent place on the exterior of the submission envelope, box, etc.

 Urgent-Sealed Bid Enclosed Do not Delay - Deliver Immediately	
Bid Number:	RFP 133-01RLD
Bid Title:	State Government Relations Consultant
Opening Date:	June 28, 2001
Firm Name:	The Advocacy Group, Inc.
King County Procurement and Contract Services Division Department of Finance MS EXC-FI-0862	Exchange Building, 8th Floor 821 Second Avenue, Suite 10 Seattle, WA 98104-1598

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- The consultant will provide status reports to the Director of Government Relations and the Legislative Steering Committee on relevant issues and prepare memoranda and other information as requested by the County.

Issues Covered by Monitoring and Reporting

- Water/Sewer
- Threatened and Endangered Species Act
- Growth Management
- Criminal Justice
- Human Services and Public Health
- Transportation/Transit
- Other issues as Assigned

C. REPORTING STRUCTURE

The Metropolitan King County Council's Chief of Staff, Director of Government Relations and King County Legislative Steering Committee, which consists of five Councilmembers and the King County Executive, will supervise consultant services. All correspondence should be mailed or faxed:

Proposals, Billing & Reporting

Metropolitan King County Council

King County Courthouse, MS 12C
516 Third Ave., Room 1200
Seattle, WA 98104-3272
(206) 296-1000
(206) 296-0198 – FAX

Reporting

King County Executive

King County Courthouse, MS 4CX
516 Third Avenue
Seattle, WA 98104-3272
(206) 296-4040
(206) 296-0194 - FAX

D. FEES AND EXPENSES

The services outlined in this contract will be provided for a fee of \$4,000 for the months of August – December of 2001, \$5,000 for the months of January through April of 2002, and \$4,000 in the month of May - July in the year of 2002. An additional \$2,000 will be authorized for expenses.

Invoices shall be sent to King County by the consultant by the fifth day of each month for fees and expenses relating to the preceding month.

E. PROPOSAL FORMAT

The submittal shall consist of 10 copies of the following: a letter of interest, resumes of all staff assigned to the King County's Legislative program and a proposal containing the following information:

- Proposed action plan for development/implementation of the county's legislative agenda.

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SECTION III - NONDISCRIMINATION AND AFFIRMATIVE ACTION

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

PART 1 - NON-DISCRIMINATION

- A. King County Code Chapters 12.16 and 12.18 are incorporated by reference as if fully set forth herein and such requirements apply to this Contract; provided however, that no specific levels of utilization of minorities and women in the workforce of the Consultant shall be required, and the Consultant is not required to grant any preferential treatment on the basis of race, sex, color, ethnicity or national origin in its employment practices; and provided further that, notwithstanding the foregoing, any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents shall continue to apply.
- B. During the performance of this Contract, neither the Consultant nor any party subcontracting under the authority of this Contract shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract.
- C. The Consultant shall, prior to the commencement of the work and during the term of this Contract, furnish the County, upon request and on such forms as may be provided by the County, a report of the affirmative action taken by the Consultant in implementing the terms of this section. The Consultant will permit access by the County to the Consultant's records of employment, employment advertisements, application forms, other pertinent data and records related to this Contract for the purpose of monitoring and investigation to determine compliance with these requirements.
- D. The Consultant shall implement and carry out the obligations contained in its Affidavit and Certificate of Compliance regarding equal employment opportunity. Failure to implement and carry out such obligations in good faith may be considered by the County as a material breach of this Contract and grounds for withholding payment and/or termination of the Contract and dismissal of the Consultant.
- E. The Consultant shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, RCW Chapter 49.60 and Titles VI and VII of the Civil Rights Act of 1964.
- F. During the performance of this Contract, neither the Consultant nor any party subcontracting under the authority of this Contract shall engage in unfair employment practices. It is an unfair employment practice for any:
1. Employer or labor organization to discriminate against any person with respect to referral, hiring, tenure, promotion, terms, conditions, wages or other privileges of employment;
 2. Employment agency or labor organization to discriminate against any person with respect to membership rights and privileges, admission to or participation in any

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PART 3 - NONDISCRIMINATION IN SUBCONTRACTING PRACTICES

- A. Compliance with Initiative 200. In accordance with the provisions of Washington Initiative 200, no County Minority and Women Business (M/WBE) utilization requirements shall apply to this Contract. No minimum level of M/WBE sub-consultant participation or purchase from M/WBE certified vendors is required and no preference will be given by the County to a bidder or Proposer for their M/WBE utilization or M/WBE status. Provided, however, that any affirmative action requirements set forth in any federal regulations or statutes included or referenced in the Contract documents will continue to apply.
- B. Non-Discrimination. During the term of this Contract, the Consultant shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with sub-consultants and suppliers, the Consultant shall not discriminate against any person on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.
- C. Record-Keeping Requirements. The Consultant shall maintain, for at least 6 years after completion of all work under this contract, records and information necessary to document its level of utilization of M/WBEs and other businesses as sub-consultants and suppliers in this contract and in its overall public and private business activities for the same period. The Consultant shall also maintain, for at least 6 years after completion of all work under this contract, all written quotes, bids, estimates or proposals submitted to the Consultant by all businesses seeking to participate on this Contract. Consultant shall make such documents available to the County for inspection and copying upon request. If this contract involves federal funds, Consultant shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents.
- D. Open Competitive Opportunities. King County encourages the utilization of minority owned businesses ("MBEs") and women-owned businesses ("WBEs")(collectively, "M/WBEs") in County contracts. The County encourages the following practices to promote open competitive opportunities for small businesses including M/WBEs:
- 1) Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to provide project information and to inform M/WBEs and other firms of contracting and subcontracting opportunities.
 - 2) Placing all qualified small businesses attempting to do business in King County, including M/WBEs, on solicitation lists, and providing written notice of subcontracting opportunities to M/WBEs and all other small businesses capable of performing the work, including without limitation all businesses on any list provided by the County, in sufficient time to allow such businesses to respond to the written solicitations.
 - 3) Breaking down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by small businesses including M/WBEs.
 - 4) Establishing delivery schedules, where the requirements of this contract permit, that encourage participation by small businesses, including M/WBEs.
 - 5) Providing small businesses including M/WBEs that express interest with adequate and timely information about plans, specifications, and requirements of the contract.
 - 6) Utilizing the services of available community organizations, Consultant groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses including M/WBEs.

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SECTION IV - GENERAL CONTRACT REQUIREMENTS

TERMINATION CLAUSES:

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

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

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

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

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

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

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

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

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

INDEMNIFICATION AND HOLD HARMLESS:

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

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provide in any manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequential procedure will apply:

- A. The County will notify the Consultant in writing of the nature of the breach;
- B. The Consultant shall respond in writing within three (3) working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Contract into compliance, which date shall not be more than ten (10) days from the date of the Consultant's response; unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;
- C. The County will notify the Consultant in writing of the County's determination as to the sufficiency of the Consultant's corrective action plan. The determination of sufficiency of the Consultant's corrective plan shall be at the sole discretion of the County;
- D. In the event that the Consultant does not respond within the appropriate time with a corrective action plan, or the Consultant's corrective action plan is determined by the County to be insufficient, the County may commence termination of this Contract in whole or in part pursuant to Section IV.B;
- E. In addition, the County may withhold any payment owed the Consultant or prohibit the Consultant from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and
- F. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section IV, Termination Clauses, Subsections A, B, C, and D.

ASSIGNMENT/SUBCONTRACTING

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

SECTION V - ADDITIONAL INFORMATION & REQUIREMENTS

A. Disclosure – Conflict of Interest

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

- 1. The Consultant covenants that no officer, employee, or agent of the County who exercises any functions or responsibilities in connection with the planning and implementation of the scope of services funded herein, or any other person who presently exercises any functions or responsibilities in connection with the planning and implementation of the scope of services funded herein shall have any personal financial

monitor and evaluate the services provided under this Contract. The County will give advance notice to the Consultant in the case of fiscal audits to be conducted by the County.

- D. The Consultant agrees to cooperate with the County or its designee in the evaluation of services provided under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluation shall be maintained and disclosed in accordance with RCW Chapter 42.17.
- E. If the Consultant received a total of \$300,000.00 or more in federal financial assistance during its fiscal year from the County, and is a non-profit organization or institution of higher learning or a hospital affiliated with an institution of higher learning, and is, under this Contract, carrying out or administering a program or portion of a program, it shall have an independent audit conducted of its financial statement and condition, which shall comply with the requirements of GAAS (generally accepted auditing standards), GAO's Standards for Audits of Governmental Organizations, Programs, Activities, and Functions and OMB Circulars A-133 and A-128, as amended and as applicable. Consultants receiving federal funds from more than one County Department or Division shall be responsible for determining of the combined financial assistance is equal or greater than \$300,000.00. The Consultant shall provide one copy of the audit report to each County division providing federal financial assistance to the Consultant no later than six (6) months subsequent to the end of the Consultant's fiscal year.

SECTION VII – REQUIRED FORMS

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

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

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

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