



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

November 19, 2001

Motion 11334

Proposed No. 2001-0563.1

Sponsors Pelz

1 A MOTION authorizing the chair of the council to enter into
2 contracts for services to represent the county before the
3 United States Congress and the federal administration
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8 WHEREAS, the county is a subdivision of the state of Washington, and

9 WHEREAS, as a result the county's services, operations and finances are to a
10 significant extent controlled by the laws of the state and the federal government, and

11 WHEREAS, actions of the United States Congress will affect the county's
12 services, operations and finances, and

13 WHEREAS, the grants, proposals and actions of the federal executive branch will
14 affect the delivery of services to the citizens of King County, and

15 WHEREAS, it is in the interest of the residents of the county for the county to
16 have representation before the United States Congress and the federal administration on a
 broad range of complex issues, and

17 WHEREAS, the attack on the United States of September 11, 2001 and the on-
18 going war on terrorism will create added expenses and demands on the taxpayers of King
19 County, and

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

21 I. The chair of the metropolitan King County council is authorized to enter into a
22 contract, substantially in the form attached, in an amount not to exceed \$225,000 per
23 year with the Ferguson Group. The contract is for the services of representing the county
24 before and monitoring actions by the United States Congress and the federal
25 administration on issues of concern to King County, and to be an advocate on the
26 county's behalf on issues, including, but not limited to, the issues enumerated in Request
27 for Proposal 146-01CMB.

28 II. The chair of the metropolitan King County council is authorized to enter into a
29 contract with qualified respondents to Request for Proposal 146-01CMB to represent the
30 interests of King County's citizens regarding Homeland Security based upon the
31 recommendation of the legislative steering committee, or its successor, contingent upon
32 funding,

33 III. If recommended by the legislative steering committee, or its successor, the chair
34 of the metropolitan King county council is authorized to renew this agreement, in single

35 year increments, for a total of three years subject to funding.

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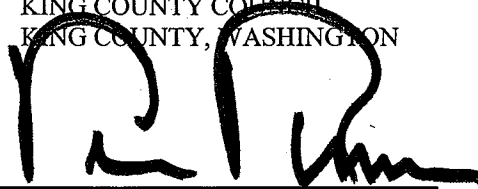
Motion 11334 was introduced on 11/13/01 and passed by the Metropolitan King County Council on 11/19/01, by the following vote:

Yes: 13 - Mr. von Reichbauer, Ms. Miller, Ms. Fimia, Mr. Phillips, Mr. Pelz,
Mr. McKenna, Ms. Sullivan, Mr. Nickels, Mr. Pullen, Mr. Gossett, Ms.
Hague, Mr. Thomas and Mr. Irons

No: 0

Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



Pete von Reichbauer

ATTEST:



Anne Noris

Attachments A. Contract for Services

11334

ATTACHMENT A

CONTRACT NO.: _____ DEPARTMENT: COUNCIL
 FEDERAL TAXPAYER I.D.: _____ CONSULTANT: _____
 SERVICES PROVIDED: FEDERAL GOVERNMENT RELATIONS CONSULTANT
 AMOUNT \$: _____ FUND SOURCE: CURRENT EXPENSE
 DURATION: Execution upon signature TO _____

CONTRACT FOR TECHNICAL CONSULTING SERVICES - 2001

THIS CONTRACT is entered into by KING COUNTY (the "County"), and _____ (the "Consultant"), whose address is _____

The County is undertaking certain activities related to keeping abreast of developments on a broad range of issues being considered by Congress and federal agencies that could impact King County, and

the County desires to engage the Consultant to render certain consulting/technical services 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. SCOPE OF SERVICES

The Consultant shall provide services and comply with the requirements set forth hereinafter and in the following attached exhibits, which are incorporated herein by reference:

<input checked="" type="checkbox"/>	Scope of Services	Attached hereto as Exhibit	<u>A</u>
<input type="checkbox"/>	RFP No. 146-01CMB	Attached hereto as Exhibit	<u>B</u>
<input type="checkbox"/>	Response to RFP	Attached hereto as Exhibit	<u>C</u>
<input type="checkbox"/>	Consultant Disclosure Form (K.C.C. 3.04)	Attached hereto as Exhibit	<u>D</u>
<input type="checkbox"/>	Personnel Inventory Report (K.C.C. 12.16)	Attached hereto as Exhibit	<u>E</u>
<input type="checkbox"/>	Affidavit of Compliance (K.C.C. 12.16)	Attached hereto as Exhibit	<u>F</u>
<input type="checkbox"/>	Disability Assurance of Compliance/Section 504	Attached hereto as Exhibit	<u>G</u>
<input type="checkbox"/>	Statement of Compliance (K.C.C 12.16)	Attached hereto as Exhibit	<u>H</u>
<input type="checkbox"/>	Certificate(s) of Insurance and Policy Endorsement	Attached hereto as Exhibit	<u>I</u>
<input type="checkbox"/>	_____	Attached hereto as Exhibit	_____

II. DURATION OF CONTRACT

This Contract shall commence upon the date of signing, and shall terminate on the _____ day of _____, _____, unless extended or terminated earlier, pursuant to the terms and conditions of the Contract.

III. COMPENSATION AND METHOD OF PAYMENT

A. The County shall reimburse the Consultant for satisfactory completion of the services and requirements specified in this Contract in an amount not to exceed \$ _____, payable in the following manner:

Monthly invoices shall include a detailed accounting of the monthly expenses including, but not limited to, couriers, telephone, travel, meals, photocopies, faxes, and postage. The monthly fee for services will be \$ _____. The annual budget for expenses will be \$ _____.

B. The Consultant shall submit its final invoice and such other documents as are required pursuant to this Contract within ten (10) calendar days of completion of the Scope of Services. Unless waived by the County in writing failure by the Consultant to submit the final invoice and required documents will relieve the County from any and all liability for payment to the Consultant for the amount set forth in such invoice or any subsequent invoice.

C. If the Consultant fails to comply with any terms or conditions of this Contract or to provide in any manner the work or services agreed to herein, the County may withhold any payment due the Consultant until the County is satisfied that corrective action, as specified by the County, has been completed. This right is in addition to and not in lieu of the County's right to terminate this Contract as provided in Section IV below.

IV. TERMINATION

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.

V. MAINTENANCE OF RECORDS

- A. The Consultant shall maintain, and shall require any sub-consultant to maintain, accounts and records, including personnel, property, financial, and programmatic records and such other records as may be deemed necessary by the County to ensure proper accounting for all contract funds and compliance with this Contract. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this Contract. The Consultant shall make such documents available to the County for inspection, copying, and auditing upon request.
- B. All records referenced in subsection (A) shall be maintained for a period of six (6) years after completion of work or termination hereof unless permission to destroy

them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14, or unless a longer retention period is required by law.

- C. The Consultant shall provide access to its facilities, including those of any sub-consultant, to the County, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract.
- D. The Consultant agrees to cooperate with the County or its designee in the evaluation of the 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 if the combined financial assistance is equal to 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.

VI. CORRECTIVE ACTION

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

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

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

VII. 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 Sub-contractor or between Sub-contractors 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.

VIII. HOLD HARMLESS AND INDEMNIFICATION

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

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

(2) the supplying to the Consultant of work, services, materials, and/or supplies by Consultant employees or other suppliers in connection with or in support of the performance of this Contract.

- B. The Consultant further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act and/or failure for any reason to comply with the terms of this Contract by the Consultant, its officers, employees, agents, and/or representatives. This duty to repay shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract, or the Termination section.
- C. The Consultant shall protect, defend, indemnify, and save harmless the County, [and the State of Washington (when any funds for this Contract are provided by the State of Washington)], their officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the Consultant, its officers, employees, and/or agents. The Consultant agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents. For this purpose, the Consultant, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the County incurs attorney fees and/or costs in the defense of claims, for damages within the scope of this section, such fees and costs shall be recoverable from the Consultant. In addition King County shall be entitled to recover from the Consultant fees, and costs incurred to enforce the provisions of this section.

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

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

IX. INSURANCE REQUIREMENTS

- A. By the date of execution of this Contract, the Consultant shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of work hereunder by the Consultant, its agents, representative, employees, and/or sub-contractors. The cost of such insurance shall be paid by the Consultant or sub-contractor. The Consultant may furnish separate certificates of insurance and policy

endorsements for each sub-contractor as evidence of compliance with the insurance requirements of this Contract.

For All Coverages:

Each insurance policy shall be written on an "occurrence" form, excepting that insurance for professional liability, errors and omissions when required, may be acceptable on a "claims made" form.

If coverage is approved and purchased on a "claims made" basis, the Consultant 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 Consultant under this contract. The Consultant 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 Agreement.

B. Minimum Scope Of Insurance

Coverage shall be at least as broad as:

1. General Liability:

Insurance Services Office form number (CG 00 01 Ed. 11-88) covering **COMMERCIAL GENERAL LIABILITY.**

2. Professional Liability:

Professional Liability, Errors and Omissions coverage.

In the event that services delivered pursuant to this Contract either directly or indirectly involve or require professional services, Professional Liability, Errors and Omissions coverage shall be provided. "Professional Services", for the purpose of this Contract section shall mean any services provided by a licensed professional.

3. Automobile Liability:

Insurance Services Office form number (CA 00 01 Ed. 12-90) covering **BUSINESS AUTO COVERAGE**, symbol 1 "any auto"; or the combination of symbols 2, 8, and 9.

4. Workers' Compensation:

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

5. Employers Liability or "Stop-Gap":

The protection provided by the Workers Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the General Liability policy.

C. Minimum Limits of Insurance

The Consultant shall maintain limits no less than, for:

- 1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit.
- 2. Professional Liability, Errors and Omissions: \$ n/a.
- 3. Automobile Liability: \$ n/a combined single limit per accident for bodily injury and property damage.
- 4. Workers' Compensation: Statutory requirements of the State of residency.
- 5. Employers' Liability or "Stop Gap" coverage: \$ 1,000,000.

D. Deductibles and Self-Insured Retentions

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 Consultant's liability to the County and shall be the sole responsibility of the Consultant.

E. Other Insurance Provisions

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

- 1. General and Automobile Liability Policy(s):

- a. The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Consultant in connection with this Contract.
- b. To the extent of the Consultant's negligence, the Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees or agents shall not contribute with the Consultant's insurance or benefit the Consultant in any way.
- c. The Consultant'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.

2. All Policies:

- a. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) calendar days prior written notice, has been given to the County.

F. Acceptability of Insurers

Unless otherwise accepted by the County:

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 of the foregoing policies shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the County, the Consultant 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.

G. Verification of Coverage

The Consultant shall furnish the County with certificates of insurance and endorsements required by this Contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind

coverage on its behalf. The certificates and endorsements for each insurance policy are to be on forms approved by the County and are to be received and approved by the County prior to the commencement of activities associated with the Contract. The County reserves the rights to require complete, certified copies of all required insurance policies at any time.

H. Sub-contractors

The Consultant shall include all sub-contractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements from each sub-contractor. Insurance coverages provided by sub-contractors as evidence of compliance with the insurance requirements of this Contract shall be subject to all of the requirements stated herein.

X. CONFLICT OF INTEREST

King County Code 3.04.120 requires that anyone entering into a contract with a value of more than \$2,500 must file a disclosure statement with the Board of Ethics and the King County Executive. The selected consultant agrees to the conditions of King County Code 3.04.120 and shall provide a Consultant Disclosure Form. 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.

XI. PART 1 - NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

- A. Nondiscrimination in Employment and Provision of Services. 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. King County Code Chapter 12.16 is incorporated herein by reference, and such requirements shall apply to this Contract.
- B. Nondiscrimination in Subcontracting Practices. During the solicitation, award and 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 subConsultants 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. Compliance with Laws and Regulations. The Consultant 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, RCW Chapter 49.60, Titles VI, VII of the Civil Rights Act of 1964, and the Restoration Act of 1987. The Consultant shall further comply fully with any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents.
- D. Small Business and Minority and Women Business Enterprises Opportunities - King County encourages the Consultant to utilize small businesses, including Minority-owned and Women-owned Businesses Enterprises ("M/WBEs") in County contracts. The County encourages the Consultant to use the following voluntary 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 small businesses 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 these firms 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 encourages 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. Using 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.
 7. The Washington State Office of Minority and Women's Business Enterprises (OMWBE) can provide a list of certified M/WBEs. OMWBE may be reached at (360) 753-9693.

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

1. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to receive project information and to inform prime bidders/proposers of contracting and subcontracting capabilities.
 2. Requesting placement on solicitation lists, and receipt of written notice of subcontracting opportunities.
 3. Utilizing the services of available community organizations, Consultant groups, local assistance offices, local publications including newspapers which advertise contracting opportunities, the County, and other organizations that provide assistance in the recruitment and placement of small businesses, including M/WBES.
- E. Equal Employment Opportunity. The Consultant will implement and carry out the obligations in its Affidavit and Certificate of Compliance regarding equal employment opportunity, and all other requirements as set forth in the Affidavit and Certificate of Compliance.
- F. Unfair Employment Practices. King County Code Chapter 12.18 is incorporated by reference as if fully set forth herein and such requirements apply to this Contract. During the performance of this Contract, neither the Consultant nor any party subcontracting under the authority of this Contract shall engage in unfair employment practices. It is an unfair employment practice for any:
1. Employer or labor organization to discriminate against any person with respect to referral, hiring, tenure, promotion, terms, conditions, wages or other privileges of employment;
 2. Employment agency or labor organization to discriminate against any person with respect to membership rights and privileges, admission to or participation in any guidance program, apprenticeship training program, or other occupational training program;
 3. Employer, employment agency, or labor organization to print, circulate, or cause to be printed, published or circulated, any statement, advertisement, or publication relating to employment or membership, or to use any form of application therefore, which indicates any discrimination unless based upon a bona fide occupation qualification;
 4. Employment agency to discriminate against any person with respect to any reference for employment or assignment to a particular job classification;
 5. Employer, employment agency or a labor organization to retaliate against any person because this person has opposed any practice forbidden by KCC Chapter 12.18 or because that person has made a charge, testified or assisted in any manner in any investigation, proceeding or hearing initiated under the provisions of KCC Chapter 12.18;

6. Publisher, firm, corporation, organization or association printing, publishing or circulating any newspaper, magazine or other written publication to print or cause to be printed or circulated any advertisement with knowledge that the same is in violation of KCC Chapter 12.18.030.C., or to segregate and separately designate advertisements as applying only to men and women unless such discrimination is reasonably necessary to the normal operation of the particular business, enterprise or employment, unless based upon a bona fide occupational qualification; and/or
7. Employer to prohibit any person from speaking in a language other than English in the workplace unless:
 - a. The employer can show that requiring that employees speak English at certain times is justified by business necessity, and
 - b. The employer informs employees of the requirement and the consequences of violating the rule.
- G. Record-Keeping Requirements and Site Visits. The Consultant shall maintain, for at least 12 months after completion of all work under this Contract, the following:
 1. Records of employment, employment advertisements, application forms, and other pertinent data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Contract; and
 2. Records, including written quotes, bids, estimates or proposals submitted to the Consultant by all businesses seeking to participate on this Contract, and any other information necessary to document the actual use of and payments to Sub-consultants and suppliers in this Contract, including employment records or records relating to the use of Disadvantaged Business Enterprises (DBEs).

The County may visit, at any time, the site of the work and the Consultant's office to review the foregoing records. The Consultant shall provide every assistance requested by the County during such visits. In all other respects, the Consultant shall make the foregoing records available to the County for inspection and copying upon request. If this Contract involves federal funds, the Consultant shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents.

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

XI. PART 2 - REQUIRED SUBMITTALS

- A. Required Submittals Prior to Contract Execution. All Consultants entering into a contract or agreement with King County valued at \$25,000 or more shall, within ten days after the bidder receives written notice of selection, submit the following:

1. A Personnel Inventory Report on the form provided by the County.
2. An Affidavit and Certificate of Compliance demonstrating the Consultant's commitment to comply with the provisions of KCC Chapter 12.16.
3. A 504/ADA Disability Assurance of Compliance on the form provided by the County.
4. Assistance with the requirements of this Section and copies of Chapters 12.16 and 12.18 is available by contacting the King County Business Development and Contract Compliance Division at the address below. Please include the contract number in all correspondence.

King County Department of Finance
 Business Development and Contract Compliance Division
 821 Second Avenue Mail Stop: EXC-FI-0355
 Seattle, WA 98104-1598
 Phone: (206) 684-1330

The County will not execute any agreement or contract without prior receipt of fully executed forms listed in paragraph A above.

XI. PART 3 – COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED AND THE AMERICAN WITH DISABILITIES ACT OF 1990

The Consultant shall complete a Disability Self-Evaluation Questionnaire for all programs and services offered by the Consultant (including any services not subject to this Contract) and shall evaluate its services, programs and employment practices for compliance with Section 504 of the Rehabilitation Act of 1973, as amended ("504"), and the Americans with Disabilities Act of 1990 ("ADA"). The Consultant shall complete a 504/ADA Disability Assurance of Compliance and shall, within ten days after the bidder receives written notice of selection, submit it to the County. Such Assurance of Compliance will be incorporated herein by this reference.

XII. PROPRIETARY RIGHTS

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

XIII. KING COUNTY RECYCLED PRODUCT PROCUREMENT POLICY

In accordance with King County Code 10.16, Consultants are required to use recycled and recyclable products, and both sides of paper sheets for printed and photocopied materials, whenever practicable, in fulfilling contractual obligations to the County.

XIV. ENTIRE CONTRACT/WAIVER OF DEFAULT

The parties agree that this Contract is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Contract. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such through written approval by the County, which shall be attached to the original Contract.

XV. PUBLIC DISCLOSURE OF CONTRACTS

This Contract shall be considered a public document and will be available for inspection and copying by the public.

If the Consultant considers any portion of the items delivered to King County to be protected under law, the Consultant 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 law. If the material is not exempt from public disclosure law, the County will notify the Consultant of the request and allow the Consultant and allow the Consultant twenty (20) days to take whatever action it deems necessary to protect its interests. If the Consultant fails or neglects to take such action within said period, the County will release the portions of the Proposal deemed subject to disclosure. By submitting a Contract, the Consultant assents to the procedure outlined in this paragraph and shall have no claim against the County on account of actions taken under such procedure. Consultant's failure to specifically identify items as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET" will not diminish Consultant's proprietary rights in its trade secrets and other confidential information identified in this Contract (including all Attachments and Exhibits), or otherwise identified, as trade secrets and/or confidential information; provided, if Consultant fails to specifically label protected items, King County will not be liable to Consultant for inadvertently releasing such items pursuant to a disclosure request.

XVI. NOTICES

Whenever this Contract provides for notice to be provided by one party to another such notice shall be in writing.

Any time within which a party must take some action shall be computed from the date that the notice is received by said party. Notice shall be provided to:

King County

Contractor

Name (Please type or print)

Name (Please type or print)

Address

Address

City, State, Zipcode
()

City, State, Zipcode
()

Telephone number

Telephone number

XVII. CONTRACT AMENDMENTS

Either party may request changes to this contract. Proposed changes, which are mutually agreed upon, shall be incorporated by written amendments to this contract.

COUNTY:

CONSULTANT:

for

Signature - King County Council

Signature

PETER VON REICHBAUER

Name (Please type or print)

Name (Please type or print)

KING COUNTY COUNCIL CHAIR

Title (Please type or print)

Title (Please type or print)

Date

Date

ATTEST:

APPROVED AS TO FORM:

John Chelminiak
Council Chief of Staff

James Brewer or Jeffery M. Slayton
Legal Counsel / Associate Legal Counsel

SECTION II – PROJECT SPECIFICATIONS AND SCOPE OF WORK.**EXHIBIT A**
11334**INTRODUCTION**

The Metropolitan King County Council, in conjunction with the King County Executive's office directs the government relations advocacy program through the King County Legislative Steering Committee process. The King County Legislative Steering Committee consists of seven of the thirteen Councilmembers and the King County Executive. The government relations advocacy program is charged with monitoring, tracking, and advocating the breadth of King County issues. In keeping with this policy, the King County Council, and the King County Executive are requesting federal government relation's consultant proposals for the 2002 legislative session, with options for annual renewal for a maximum of three years total (see item Q on page 3 of this RFP). During the term of this contract, King County reserves the right to modify the scope of services to reflect changing and emerging issues.

PART I: SCOPE OF SERVICES

Services performed by the consultant would allow King County officials to keep abreast of developments on a broad range of issues being considered by Congress and federal agencies. The consultant shall implement the county's federal legislative agenda, provide assistance on emerging federal issues of interest to the county, and assist in researching and applying for federal grants and programs. The consultant shall provide advocacy, monitoring, reporting services, grants and other appropriation services, and coalition building, as defined below:

A. Advocacy Services

- The consultant shall allocate 20% - 30% of their effort to transportation and mass transit. King County as part of the Central Puget Sound is considered to have the 2nd worst congestion in the United States. The consultant must demonstrate a plan of action and detailed personnel assignments to address this key area. Special emphasis on how the King County area gains major projects during the next reauthorization of T-21 is a requirement of this Request for Proposals.
- The consultant shall work with the Legislative Steering Committee and county staff to develop a federal legislative agenda and an action plan for achieving the goals set in the legislative agenda.
- The consultant shall advise the Legislative Steering Committee and county staff with respect to proposed legislation including the timing and nature of direct contacts with the congress and the federal administration.
- The consultant shall maintain regular contact with the administration, Washington State's congressional delegation, congressional leadership, key congressional committee staff, and federal agency officials involved in development of legislation and regulation, and grant funding for King County.
- The consultant shall prepare briefing materials to be presented to Congressional staff, federal agencies, and interest groups on behalf of the county. The consultant shall be required to set up meeting schedules with members of Congress, Congressional staff, federal agencies and interest groups on behalf of King County elected officials and staff.

Issues/Areas Covered by Advocacy Services

- Agriculture
- Economic Development
- Energy
- Environmental Protection
- Federal Emergency Management Agency
- Health and Human Services
- Housing
- Telecommunications
- Transportation and Mass Transit
- Threatened and Endangered Species
- Water Resources.

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Advocacy items may be added to the legislative agenda plan at anytime throughout the contract.

B. Monitoring and Reporting Services

- The consultant shall monitor actions by congress and federal agencies on all issues of concern to the county. The consultant shall attend meetings of public interest groups and national organizations regarding topics of interest to King County.
- The consultant shall 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.
- The consultant shall provide a monthly report on its activities and the status of the county's federal legislative agenda to elected King County officials and key staff.

Issues/Areas Covered by Monitoring and Reporting

In addition to any other issues/areas listed in the legislative action plan:

- Affirmative Action
- Criminal Justice
- Education
- Energy Policy
- Environment
- Forestry
- Growth Management
- Job Training
- Mass Transit
- Medicaid Reform
- Medicare Reform
- Public Health
- Social Security Reform
- Solid Waste
- Taxation and Municipal Finance
- Telecommunications
- Transportation
- Waste Water Treatment
- Welfare Reform

Monitoring and reporting items may be added to the legislative agenda plan at anytime throughout the contract.

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C. Grant Appropriations Services

- The consultant shall inform the County of grant opportunities for various departments through regular and timely notification of grant programs.
- The consultant shall assist in the securing of federal grants, including working closely with county departments, elected officials, and interest groups
- Top priorities for the consultant's federal grant efforts shall include:
 - Criminal Justice
 - Environmental protection
 - Housing
 - Health
 - Human services
 - Social services
 - Transportation

D. Coalition Building Services

- The consultant shall assist the county council and executive in building relationships within the National Association of Counties, the American Public Transit Association, and other groups as requested.
- The consultant shall identify other relationships to benefit the county council and executive in achieving the county's federal legislative agenda.
- When appropriate, the consultant shall work with other local and state government agencies in efforts to cooperatively lobby Congress on issues of interest to King County.

PART II: REPORTING STRUCTURE

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

Billing & Reporting

Metropolitan King County Council

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

Reporting

King County Executive

King County Courthouse,
MS: KCC – EX-0400
516 Third Avenue, Room 400
Seattle, WA 98104-3272
(206) 296-4040
(206) 296-0194 - FAX

The consultant shall develop and maintain an e-mail list of key county personnel for timely updates on emerging issues, grants, and programs.

113340**PART III: FEES AND EXPENSES**

The monthly fee for the services described in this request for proposal will be \$17,000. The annual budget for expenses will be \$21,000.

King County reserves the right to contract with a single agency for all lobbying services or to use multiple agencies for its lobbying services and will negotiate fees according to service areas.

Monthly reports and 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.

Monthly reports shall include, but are not limited to, a brief description of the issue addressed, the team members involved with each issue, and the actions taken on behalf of the County.

Invoices shall include a detailed accounting of the monthly expenses, including, but not limited to, couriers, telephone, travel, meals, photocopies, faxes, and postage.

PART IV: PROPOSALS

The submittal shall consist of 10 copies of the following: a letter of interest, detailed description of the firms qualifications, resumes of all staff assigned to the King County's Legislative program and a proposal that:

- Contains a proposed action plan for the development/implementation of the county's federal legislative agenda.
- Demonstrates that the consultant has knowledge of the issue areas described in the advocacy service section of the Scope of Services.
- Demonstrates a specific plan of action and detailed personnel assignments for transportation and mass transit.
- Shows that the consultant has the knowledge and systems to meet the requirements for monitoring and reporting described in the Scope of Services.
- Demonstrates that the consultant has the skills to develop and implement the county's federal legislative agenda and grant appropriations services as described in the Scope of Services.
- Outlines the consultant's pricing structure.
- Listing of three references for which you have performed similar services, within the last three years, including names and phone numbers.
- A client list from 1997 – 2001