



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

November 23, 2015

Motion 14470

Proposed No. 2015-0492.2

Sponsors McDermott

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

4 WHEREAS, the county is a subdivision of the state of Washington, and

5 WHEREAS, as a result, the county's services, operations and finances are to a
6 significant extent controlled by the laws of the state, and

7 WHEREAS, legislation adopted by the Washington state Legislature often
8 impacts King County's services, operations and finances, and

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

11 WHEREAS, based on a competitive solicitation process, Michael Shaw d/b/a
12 "Shaw - Government Relations" was selected as the highest ranked proposer and has
13 been chosen to represent King County with state government officials;

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

15 The chair of the metropolitan King County council is authorized to enter into a
16 contract, substantially in the form of Attachment A to this motion, with Michael Shaw
17 d/b/a "Shaw - Government Relations" for the services of monitoring actions by the state
18 legislature and the state executive branch on issues of concern to King County and

19 advocating on the county's behalf, for a period ending August 31, 2016, commencing
20 with the date of contract signature, on all issues including, but not limited to:

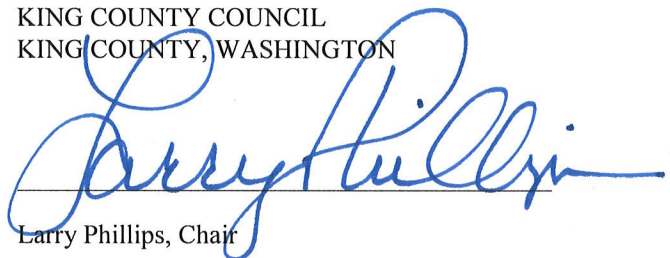
- 21 A. General County Government;
- 22 B. County Taxes and Revenue;
- 23 C. Transportation & Infrastructure;
- 24 D. Growth Management and Land Use;
- 25 E. Water, Sewer, Solid & Hazardous Waste;
- 26 F. Environmental Protections & Regulation;
- 27 G. Criminal Justice & Corrections;

- 28 H. Human Services; and
29 I. Public Health & Health Reform Implementation.
30

Motion 14470 was introduced on 11/16/2015 and passed by the Metropolitan King County Council on 11/23/2015, by the following vote:

Yes: 9 - Mr. Phillips, Mr. von Reichbauer, Mr. Gossett, Ms. Hague,
Ms. Lambert, Mr. Dunn, Mr. McDermott, Mr. Dembowski and Mr.
Upthegrove
No: 0
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



Larry Phillips, Chair

ATTEST:



Anne Noris, Clerk of the Council

Attachments: A. Services Contract



King County

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

Services Contract

THIS CONTRACT # 5813145 ("Contract") is entered into by **KING COUNTY**, Washington,, (the "County"), and Michael Shaw dba/ Shaw - Government Relations (the "Contractor"), whose address is 5411 40th Ave. SW, Seattle, WA 98116. The County is undertaking certain activities related to, State Government Relations Consultant 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:
 - ☒ Scope of Work Exhibit A
 - ☒ Price Attachment Exhibit B
 - ☒ Consultant Disclosure Form (if applicable) Exhibit C
 - ☐ Not Used Exhibit D
 - ☐ Other Exhibits and attachments (if applicable)
3. Request for Proposal (as modified by any addenda)
 - ☒ King County Request for Proposal 1290-15-VLN Exhibit E
4. Contractor's Proposal
 - ☒ Shaw – Governmental Relations Proposal Exhibit F
5. Other Exhibits
 - ☒ W-9, Equal Benefits Declaration Exhibit G

II. CONTRACT TERM

This Contract shall be effective when countersigned by King County and shall expire on August 31, 2016. The term of the contract may be extended in one (1) year increments for two (2) additional one-year periods, in accordance with the County's best interest and at the sole option of the County. Prices shall remain firm for the duration of the contract period. Any such extension shall be effected 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 \$10,933.33 per month payable as set forth in Exhibit B

COMPANY NAME



Authorized Signature

Michael Shaw, Owner

Name and Title (Print or Type)

Date Accepted: Nov, 15th, 2015


KING COUNTY

Authorized Signature

Larry Phillips

Chair, King County Council

Date Accepted: _____

Approved as to form only: 

Kendall Moore, KCC Deputy Legal Counsel

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.

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 N/A

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 Payment Procedures; Prompt Payment of Subcontractors

For Work Accepted by the County the Contractor shall furnish invoices to King County Accounts Payable, M/S MLK-ES-0320, 401 – Fifth Avenue, Seattle, WA 98104. All invoices shall include: purchase order and/or contract number, invoice date, number, and total. 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. 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.

2.5 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.

2.6 Shipping Charges N/A

2.7 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.

2.8 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 2.7, Contract Amendment.

2.9 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.

2.10 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	CONTRACTOR
Project Manager – Simon Farretta	Michael Shaw
Government Relations Associate	Shaw – Government Relations
516 3 rd Avenue, Rm 1200	5411 40 th Ave. SW
Seattle, WA	Seattle, WA
206-477-7979	206-595-6108
simon.farretta@kingcounty.gov	Michael_shaw@comcast.net

2.11 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: \$N/A combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$N/A aggregate limit. CG 00 01 current edition, including Products and Completed Operations
2. Professional Liability, Errors and Omissions: \$N/A
3. Automobile Liability: \$N/A combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1.
4. Workers' Compensation: Statutory requirements of the State of residency, and
5. Employers' Liability or "Stop Gap" coverage: \$N/A

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.

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 \$500,000.00 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 \$500,000.00. 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 take whatever action it deems necessary to protect its interests. 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

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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 206-263-9734. 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>.

Definitions

The following definitions shall apply throughout this Section.

1. "Administrator" means the Director of Finance.
2. "Certified SCS 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 BDCC office.
3. "Small Contractor or Supplier" or "(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 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 \$750K dollars.

G. Required Submittals During Work.

The Contractor shall collect, enter, submit and update the submittals listed below for itself, its Subcontractors and any sub tier Subcontractors and suppliers to BDCC using the Contracts and Apprenticeship Report Tracking Services (CARTS) online reporting website located at <http://www.kingcounty.gov/bdcc>. Report forms are available on the website. Assistance may be obtained by contacting BDCC staff at 206-263-9734.

1. Subcontractor List. The Contractor shall create and maintain a master list of all Subcontractors on this Contract, the Contractor shall continually maintain the Subcontractors and Suppliers.
2. Contractor Payments. The Contractor shall enter and submit the amount received from the County for itself and the amounts paid by the Contractor to all Subcontractors, including Certified SCS Firms. Entries shall be entered in CARTS on a monthly basis.
3. Final Affidavits of Amounts Paid. Upon completion of the Work and as a condition precedent to final payment, the Contractor shall upload a Final Affidavit of Amounts

Paid electronically using CARTS. Identify amounts paid to each firm that performed Work on this Contract.

- 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 2.10. 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 2.10 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 the termination date set forth in this Contract or in any Contract Amendment hereto, the County may, upon written notice to the Contractor, terminate this Contract in whole or in part.

If the Contract is terminated pursuant to this Section 9.1.C: 1) the County shall 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; and, 2) the Contractor shall be released from any obligation under this Contract affected by the termination or a related purchase order to provide further Work pursuant to the Contract.

2. Notwithstanding any provision to the contrary, funding under this Contract beyond the current appropriation year is conditional upon the appropriation by the County Council of sufficient funds to support the Work described in this Contract. Should such an appropriation not be approved, the Contract shall terminate at the close of the current appropriation year.

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 Recycled Products Policy

Contractors able to supply products containing recycled and environmentally preferable materials that meet performance requirements are encouraged to offer them in bids and proposals.

The Contractor shall use recycled paper for all printed and photocopied documents related to the submission of this solicitation and fulfillment of the Contract and shall, whenever practicable, use both sides of the paper.

Ref: KCC 10.16 & King County Executive Policy CON 7-1-2.

10.5 HIPAA – Protecting Patient Privacy – N/A

10.6 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.

10.7 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.

10.8 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.

End of Terms and Conditions

1. PROJECT SPECIFICATIONS AND SCOPE OF WORK**PART A – INTRODUCTION**

The King County Council and King County Executive work together to set the state legislative agenda for King County. The King County Council and King County Executive direct the government relations advocacy program through the Committee of the Whole. The Government Relations advocacy program is charged with monitoring, tracking, and advocating the breadth of King County policy and fiscal issues of importance being considered by the State Legislature. In keeping with this policy, the King County Council and King County Executive are requesting state government relations consultant proposals for the 2016 legislative session as well as the months prior and following for according preparatory and follow-up activities. During the term of this contract, King County reserves the right to modify the scope of services to recognize changing and emerging issues and the contract amount to reflect amount of work to be performed by the consultant.

PART B - SCOPE OF SERVICES

Services performed by the consultant would 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 would provide more in-depth services including advocacy on the county's behalf. A list of the issues on which the consultant would provide advocacy, monitoring, and reporting services is included as a part of the scope of services. The consultant would provide the following services:

1. Advocacy Services

- a. The consultant will assist the King County Executive's Government Relations Team and King County Council's Government Relations Team in developing a state legislative agenda and an action plan for achieving the goals set 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.
- b. The consultant shall advise the County Council, the County 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 in Olympia or in King County.
- c. The consultant will 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 the King County Council's Government Relations Team and the King County Executive's Government Relations Team.

d. Issues Covered by Advocacy:

- General County Government
- County Taxes and Revenue
- Transportation & Infrastructure
- Growth Management and Land Use
- Water, Sewer, Solid & Hazardous Waste
- Environmental Protections & Regulation
- Criminal Justice & Corrections
- Human Services
- Public Health & Health Reform Implementation
- Other Issues as Assigned

2. Monitoring and Reporting Services

- a. The consultant will 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 analysis software or applications used to solicit county department staff feedback on legislation.
 - b. The consultant will provide status reports to the King County Council's Government Relations Team, the King County Executive's Government Relations Team, and the 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, comprehensive weekly written reports as well as weekly and ad-hoc conference calls.
 - c. The consultant will consult with the King County Council's Government Relations Team and the King County 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 meetings throughout legislative session as well as weekly and ad-hoc conference calls.
- d. Issues Covered by Monitoring and Reporting:
- General County Government
 - County Taxes and Revenue
 - Transportation & Infrastructure
 - Growth Management and Land Use
 - Water, Sewer, Solid & Hazardous Waste

- Environmental Protections & Regulation
- Criminal Justice & Corrections
- Human Services
- Public Health & Health Reform Implementation
- Other issues as Assigned

Services Contract



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

Exhibit B to Contract # 5813145

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 \$10,933.33 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.

King County Consultant Disclosure



Department of Executive Services
Board of Ethics
 CNK-ES-0131
 401 Fifth Avenue, Suite 131
 Seattle, WA 98104-1818
206-296-1586 Fax 206-205-0725
 TTY Relay: 711
 board.ethics@kingcounty.gov

Please Read Carefully

No payment will be made to the Consultant until this form has been filed with the Contract and with the King County Board of Ethics

For Board of Ethics use only

Date Received _____
 Audit Date _____
 Date Closed _____

Pursuant to King County Code (K.C.C.) 3.04.120, each consultant entering into a contract to provide professional or technical services to the county costing in excess of the amount specified in K.C.C. 4.16.095 shall complete and file this disclosure form with the King County Board of Ethics and the County Executive. Use additional pages, if necessary. Submit two completed forms: file one with the Board of Ethics, Mail Stop CNK-ES-0131, 401 Fifth Avenue, Suite 131, Seattle, WA 98104, and the other with the contract with the Finance and Business Operations Division, Procurement and Contract Services Section, Mail Stop CNK-ES-0340, 401 Fifth Avenue, Suite 340, Seattle, WA 98104.

Unless otherwise required on this form, the information disclosed shall cover the period of 24 months before and including the date of filing of this sworn statement. If the information reported on this form should change, the consultant is required to submit an amended form.

For purposes of this disclosure form, "consultant" means a person (e.g., individual, partnership, association, corporation, firm, institution or other entity as defined in K.C.C. 3.04.017) who by experience, training and education has established a reputation or ability to provide professional or technical services, as defined in K.C.C. 4.16.010, on a discrete, nonrecurring basis over a limited and pre-established term as an independent contractor to the County.

**Please type or print all information, except required signature.
 All incomplete forms will be returned.**

Today's Date: November 9th, 2015

Contract Number: 5813145 Amount of Contract: \$10,933.33/mo

Consultant's Name: Michael Shaw

Address: 5411 40th Avenue SW Phone: 206 - 595 - 6108

Seattle WA 98136

City State ZIP Code

Effective Date of Contract: _____ Expiration Date of Contract: _____

Type of Services Contracted: Government Relations

Contracting County Dept.: County Council Division: _____

County Contact Person: Simon Farretta

Contact Work Phone: 206 - 477 - 7979 Mail Stop: KCC-CC-1200

-
1. List the name of any former county employee who is or will be working for the consultant on this contract whose employment with the county ended within two years from the signing of this form. Attach a separate sheet if necessary.

If none, check this box: ☒

Name of Former Employee: _____

Former County Department: _____

Date Terminated / Ended: _____

-
2. List the name of any former county employee who has a financial or beneficial interest in this contract whose employment with the county ended within two years from the signing of this form. Attach a separate sheet if necessary.

If none, check this box: ☒

Name of Former Employee: _____

Former County Department: _____

Date Terminated / Ended: _____

-
3. List any office or directorship in the consultant held by any county employee or member of his or her immediate family. Attach a separate sheet if necessary.

If none, check this box: ☒

Office / Directorship: _____

Name: _____

Relationship to Employee: _____

-
4. Indicate any financial interest in the consultant held or received by any county employee or any member of his or her immediate family. Attach a separate sheet if necessary.

If none, check this box: ☒

Name: _____

Relationship to Employee: _____

Percentage of stock or other form of interest in the consultant, if more than 5% (indicate percentage of stock or other interest, amount / value and describe):

Receipt of compensation, gift or thing of value from the consultant (indicate amount / value and describe):

5. List all contracts between the consultant and the county in the five years immediately preceding the presently contemplated contract. Attach a separate sheet if necessary.

If none, check this box: ☒

Contract No.	Type of Service Provided	Amount Paid to Consultant	Duration (From – To)	County Department and Division

6. List any position or positions on any county board or commission, whether salaried or unsalaried, held by any officer or director of the consultant in the five years immediately preceding the presently contemplated contract.

If none, check this box: ☒

Officer / Director Name: _____

Position: _____

Name of County Board or Commission: _____

7. Is there any other information known to the consultant about any interest or relationship between any county employee, including any member of his or her immediate family and the consultant other than that disclosed above? If so, please explain.

If none, check this box: ☒

Declaration

I, Michael Shaw, declare under penalty of perjury
(Print name)
under the laws of the State of Washington that the foregoing is true, complete and correct.

Digitally signed by Michael Shaw
DN: cn=Michael Shaw, o, ou, email=michael_shaw@comcast.net, c=US
Date: 2015.11.09 17:23:25 -08'00'

(Signature)

Owner
(Title)

Signed this 9th day of November, 2015
(Month) (Year)

at Seattle, WA
(City) (State)

Alternate Formats Available
206-296-1586 TTY Relay: 711

REQUEST FOR PROPOSALS



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

ADVERTISED DATE: SEPTEMBER 29, 2015

Request for Proposal Title: State Government Relations Consultant

Requesting Dept./Div. King County Council – Legislative Branch

RFP Number: 1290-15-VLN

Due Date: October 15, 2015 - 2:00 p.m.

Buyer: Victoria Nakamichi, vicki.nakamichi@kingcounty.gov, 206- 263-9299

Alternate Buyer: Amon Billups, amon.billups@kingcounty.gov, 206- 263-9306

**No Pre-Proposal
Conference**

Sealed proposals are hereby solicited and will only be received by:
 King County Procurement Services Section
 Chinook Building, 3rd Floor
 401 Fifth Avenue
 Seattle, WA 98104
 Office Hours: 8:00 a.m. – 5:00 p.m.
 Monday - Friday

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

Company Name

Address

City/State /Postal Code

Signature

Authorized Representative/Title (Print name and title)

Email

Phone

Fax

Prime Proposer SCS Certification number (if applicable – see Section I, Part W of this RFP)

Sub-Consultant SCS Certification number (if applicable)

Upon request, this Request for Proposals will be provided in alternative formats such as Braille, large print, audiocassette or computer disk for individuals with disabilities.

Sealed proposals are hereby solicited and will be received only at the office of the King County Procurement Services Section at 401 Fifth Avenue, 3rd Floor, Seattle, Washington, 98104, no later than 2:00 p.m. on the date noted above regarding the 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.

Proposal: King County requires the proposer to sign and return this entire Request for Proposal (RFP) document. The proposer shall provide one unbound original and one (1) copy of the proposal response, data or attachments offered, for two (2) items total. The original in both cases shall be noted or stamped "Original". In addition, provide two (2) CD-ROM or flashdrives, with either one (1) pdf version of the proposal, one (1) Microsoft Word version of the proposal, or both.

Questions: Proposers will be required to submit any questions in writing prior to the close of business **Friday, October 9, 2015** in order for staff to prepare any response required to be answered by Addendum. Questions are best received and most quickly responded to when sent via e-mail directly to the Buyers listed on page one of this RFP. **When doing so, please make sure that both buyers are copied on your e-mail(s).**

SECTION I - GENERAL INFORMATION

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

- H. A contract may be negotiated with the proposer whose proposal would be most advantageous to King County in the opinion of the King County Council all factors considered.
- I. It is proposed that if a selection is made as a result of this RFP, a contract with a fixed price / prices will be negotiated. Negotiations may be undertaken with the Proposer who is considered to be the most suitable for the work. This RFP is primarily designed to identify the most qualified firm. Price and schedule will be negotiated with the "first choice" Proposer; negotiations may be instituted with the second choice and subsequent Proposer until the project is canceled or an acceptable contract is executed.
- J. 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.
- K. A contract between the Consultant and King County shall include all documents mutually entered into specifically including the contract instrument, the original RFP as issued by King County, and the response to the RFP. The contract must include, and be consistent with, the specifications and provisions stated in the RFP.
- L. News releases pertaining to this RFP, the services, or the project to which it relates, shall not be made without prior approval by, and then only in coordination with, the King County Department of Executive Services.
- M. King County Code 2.93.40 prohibits the acceptance of any proposal after the time and date specified on the Request for Qualifications. There shall be no exceptions to this requirement.
- N. King County agencies' staff is prohibited from speaking with potential Proposers about the project during the solicitation. **Please direct all questions to the Buyers listed on page one of this RFP.**
- O. 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 206-263-9400.
- P. Term Service Requirement

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

Contract Extension

The initial contract period will expire August 31, 2016. The term of the contract may be extended in one (1) year increments for two (2) additional one-year periods, in accordance with the County's best interest and at the sole option of the County. Prices shall remain firm for the duration of the contract period. Reasonable price changes based on market conditions and price/cost analysis may be requested, if such escalations are based on changes in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers ("CPI-U") for the Seattle-Tacoma-Bremerton Statistical Metropolitan Area for the preceding calendar year. You may obtain information about the CPI-U in general and the Seattle area in particular by visiting the United States Bureau of Labor Statistics web site at <http://www.bls.gov/cpi/>. In the event the CPI-U (or a successor or substitute index) is no longer published, a reliable government or other non-partisan index of inflation selected by the County shall be used to calculate any adjusted amounts. Requests for any such changes are to be made in writing to the King County Council and approved by the County Executive or his/her designee. Any agreed-to change shall take effect at the time of the contract extension and shall remain in effect throughout the extension period. The parties hereto recognize that such changes could be increases or decreases in the prices; both parties are entitled to benefit from such price changes.

- Q. Electronic Commerce and Correspondence. King County is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most Invitations to Bid, Requests for Proposal, and Request for Qualifications as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at <http://www.kingcounty.gov/operations/procurement>. Current bidding opportunities and information are available by accessing the **"Solicitations"** tab in the left hand column.

King County Procurement Services features an **Online Vendor Registration (OVR)** program that permits vendors, consultants and contractors to register their business with the County. This OVR system allows interested parties to either directly register their firm by creating a unique User ID, or to visit the website as a guest. Information regarding bid documents will be available to all users; however, site visitors accessing the site as a guest will not be able to document their interest in a project or add their name to the document holder's list. They will receive no automatic notification of issued addenda. As such, the County encourages full registration in order to directly communicate with document holders regarding any issued addenda or other important information concerning the solicitation.

After proposals have been opened in public, the County will post a listing of the businesses submitting proposals, and any final award determination made.

Full information on vendor registration is available at the website.

If you are viewing a paper version of this RFP, you may download this document at <http://www.kingcounty.gov/operations/procurement>. Navigate to the "Solicitation" web page. There you can view the web pages either as a guest or by logging-in as a registered vendor. Search for 1290-15 to access documents specifically for this solicitation and follow the resulting link to navigate to the "Solicitation Details" web page.

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

Contact Name	Title	Phone	E-mail address

- S. Washington State Public Records Act (RCW 42.56) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged.
- T. Proposals submitted under this RFP shall be considered public documents and with limited exceptions proposals that are recommended for contract award will be available for inspection and copying by the public.

If a Proposer considers any portion of his/her proposal to be protected under the law, the Proposer shall clearly identify on the page(s) affected such words as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." The Proposer shall also use the descriptions above in the following table to identify the effected page number(s) and location(s) of any material to be considered as confidential (attach additional sheets as necessary). If a request is made for disclosure of such portion, the County will review the material in an attempt to determine whether it may be eligible for exemption from disclosure under the law. If the material is not exempt from

public disclosure law, or if the County is unable to make a determination of such an exemption, the County will notify the Proposer of the request and allow the Proposer ten (10) days to take whatever action it deems necessary to protect its interests. If the Proposer fails or neglects to take such action within said period, the County will release the portion of the Proposal deemed subject to disclosure. By submitting a Proposal, the Proposer assents to the procedure outlined in this paragraph and shall have no claim against the County on account of actions taken under such procedure.

Type of exemption	Beginning Page / Location	Ending Page / Location

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

W. 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 bid contracts for the acquisition of technical 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 Contractor or Supplier" (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 available online at www.kingcounty.gov/scscertification.

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: <http://www.kingcounty.gov/exec/BusinessDev.aspx> or contacting the Program office at 206-263-9731.

In the evaluation of Proposals, ten (10) 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 Proposal. After tabulation of the selection criteria points of all prime Proposers, ten (10) points shall be added to the score of all Proposals that meet at least one of the two following sub-criterion:

If the Prime Proposer who is an SCS firm and includes the SCS certification number on page one of this Proposal is eligible to receive the maximum points for this criterion.

If the Prime Proposer is not an SCS but will use SCSs for at least 10% of the total contract labor hours in the work to be performed in this contract, and who complete the following table and include it in their Proposal submission:

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

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.

X. Insurance

The selected Consultants shall furnish, at a minimum, Commercial General Liability, to include Products and Completed Operations, in the amount of \$1,000,000 combined single limit; \$2,000,000 aggregate. In addition, evidence of Workers' Compensation and Stop-Gap Employer's Liability for a limit of \$1,000,000 shall be provided. Auto Liability in the amount of \$1,000,000 is also required.

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

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

Y. Required Forms

Unless otherwise noted, the following completed forms will be required from the selected contractor *prior to contract award*, but need not be included in their Proposal. These forms are available at the following URL: <http://www.kingcounty.gov/operations/procurement/Forms.aspx>

Complete and submit when requested.

Exhibit B to the Contract - Consultant Disclosure Form

Exhibit C to the Contract - Equal Benefits Compliance Worksheet and Form

Z. Proposal Checklist

1. One (1) signed copy of entire RFP package (page 1-11 only).
2. One (1) signed copy of any Addendum that was issued. (If it has signature box at bottom of first page, it must be returned.)
3. One (1) unbound copy of Proposal response marked "Original."
4. One (1) copy of Proposal response.
5. Two (2) CD-ROM or flashdrives, with either one (1) pdf version of the Proposal or one (1) Microsoft Word version of the Proposals or both. If you have samples or attachments to your

Proposal, please include them on CD-ROM / flashdrives also. (Please label your CD / flashdrives with company's name)

- AA.** Complete the Bid Identification Label below (or reasonable facsimile) and attach it to a prominent place on the exterior of the submission envelope, box, etc.

SECTION II - PROJECT SPECIFICATIONS AND SCOPE OF WORK

PART A -- INTRODUCTION

The King County Council and King County Executive work together to set the state legislative agenda for King County. The King County Council and King County Executive direct the government relations advocacy program through the Committee of the Whole. The Government Relations advocacy program is charged with monitoring, tracking, and advocating the breadth of King County policy and fiscal issues of importance being considered by the State Legislature. In keeping with this policy, the King County Council and King County Executive are requesting state government relations consultant proposals for the 2016 legislative session as well as the months prior and following for according preparatory and follow-up activities. During the term of this contract, King County reserves the right to modify the scope of services to recognize changing and emerging issues and the contract amount to reflect amount of work to be performed by the consultant.

PART B - SCOPE OF SERVICES

Services performed by the consultant would 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 would provide more in-depth services including advocacy on the county's behalf. A list of the issues on which the consultant would provide advocacy, monitoring, and reporting services is included as a part of the scope of services. The consultant would provide the following services:

1. Advocacy Services

- a. The consultant will assist the King County Executive's Government Relations Team and King County Council's Government Relations Team in developing a state legislative agenda and an action plan for achieving the goals set 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.
- b. The consultant shall advise the County Council, the County 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 in Olympia or in King County.
- c. The consultant will 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 the King County Council's Government Relations Team and the King County Executive's Government Relations Team.
- d. Issues Covered by Advocacy:
 - General County Government
 - County Taxes and Revenue
 - Transportation & Infrastructure
 - Growth Management and Land Use
 - Water, Sewer, Solid & Hazardous Waste

- Environmental Protections & Regulation
- Criminal Justice & Corrections
- Human Services
- Public Health & Health Reform Implementation
- Other Issues as Assigned

2. Monitoring and Reporting Services

- a. The consultant will 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 analysis software or applications used to solicit county department staff feedback on legislation.
- b. The consultant will provide status reports to the King County Council's Government Relations Team, the King County Executive's Government Relations Team, and the 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, comprehensive weekly written reports as well as weekly and ad-hoc conference calls.
- c. The consultant will consult with the King County Council's Government Relations Team and the King County 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 meetings throughout legislative session as well as weekly and ad-hoc conference calls.
- d. Issues Covered by Monitoring and Reporting:
 - General County Government
 - County Taxes and Revenue
 - Transportation & Infrastructure
 - Growth Management and Land Use
 - Water, Sewer, Solid & Hazardous Waste
 - Environmental Protections & Regulation
 - Criminal Justice & Corrections
 - Human Services
 - Public Health & Health Reform Implementation
 - Other issues as Assigned

PART C – SUBCONTRACTING & REPORTING STRUCTURE

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. The Consultant must seek said consent in writing not less than fifteen (15) calendar days prior to the date of any proposed assignment.

The King County Council's Chief of Staff, the King County Executive's Legislative Relations Manager, and the Committee of the Whole, will supervise consultant services. The specific reporting requirements will be identified by the County after the consultation with the consultant based on the issues in play during each legislative session.

PART D – FEES AND EXPENSES

The compensation for services outlined in this contract will be provided in equal monthly payments of \$10,933.33 for satisfactory completion of the prior month's tasks.

PART E – PROPOSAL FORMAT

The proposal shall consist of one (1) copy of the following:

1. Letter of interest;
2. Resumes of all staff assigned to King County's Legislative program;
3. Proposal containing the following information:
 - Proposed action plan for development/implementation of the county's legislative agenda.
 - Verification that as a consultant you have knowledge in the areas of General County Government, County Taxes and Revenue, Transportation & Infrastructure, Growth Management and Land Use, Water, Sewer, Solid & Hazardous Waste, Environmental Protections & Regulation, Criminal Justice & Corrections, Human Services, and Public Health & Health Reform Implementation.
 - Demonstrate experience as an advocate for General County Government, County Taxes and Revenue, Transportation & Infrastructure, Growth Management and Land Use, Water, Sewer, Solid & Hazardous Waste, Environmental Protections & Regulation, Criminal Justice & Corrections, Human Services, and Public Health & Health Reform Implementation. Detail outcomes.
 - Demonstrate experience in developing strategy for gaining support of legislation. Detail outcomes.
 - Listing of three references for which you have performed similar services, within the last three years, including names, email addresses and phone numbers.
 - A client list from 2013-2015 and any known clients for 2016.

PART F - EVALUATION CRITERIA

Proposals will be ranked according to the following criteria:

Evaluation Criteria	Possible Points
Proposed action plan for development/implementation of the County's legislative agenda	35
Demonstrated working relationship with King County's state legislative delegation, and leadership	35
Extent of experience advocating local government issues before the state, including past record of achieving legislative programs/issues for clients	20
SCS (Small Contractors & Suppliers) Participation	10
Written Points Available	100
Oral Interview (Optional)	50
Total Points Available Written and Oral Interviews	150

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, they will be worth a total of 50 points. Final award would then be based on the sum total of the written and oral evaluations.

URGENT – SEALED BID ENCLOSED
Do Not Delay – Deliver Immediately



King County

King County
Procurement and Contract Services Section
Chinook Building, 3rd FL
CNK-ES-0340
401 Fifth Avenue, Seattle, WA 98104

URGENT

URGENT

Bid No.: RFP 1290-15-VLN
Bid Title: State Government Relations Consultant
Due Date:
Vendor:

EXHIBIT A – SAMPLE CONTRACT

The following Sample Contract for Technical Services is provided to inform Proposers of the expected terms and conditions required by the County. This contract represents the contractual language approved by various representative agencies and departments within the County. Based on this approval, the County does not encourage deviations from the terms and conditions contained in the contract. Requests for changes or modifications could create delays in the contracting process with the selected contractor, and may result in the cancellation of negotiations with the top-ranked Proposer.

This contract is being provided for informational purposes only, and does not need to be returned to the County with the Request proposal.

Services Contract



Department of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section

206-263-9400

TTY Relay: 711

THIS CONTRACT # _____ ("Contract") is entered into by **KING COUNTY**, Washington,, (the "County"), and _____ (the "Contractor"), whose address is _____. The County is undertaking certain activities related to, _____ 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:
 - ☐ Scope of Work Exhibit A
 - ☐ Consultant Disclosure Form (if applicable) Exhibit B
 - ☐ Equal Benefits Compliance Worksheet and Form (If applicable) Exhibit C
 - ☐ Certificate(s) of Insurance and Policy Endorsement Exhibit D
 - ☐ Price Attachment Exhibit E
3. Request for Proposal (as modified by any addenda)
 - ☐ King County Request for Proposals Exhibit F
4. Contractor's Proposal
 - ☐ _____ Proposal Exhibit G
5. Other Exhibits and attachments (if applicable)
 - ☐ Other Exhibits Exhibit H

II. CONTRACT TERM

This Contract shall be effective when countersigned by King County and shall expire on _____, unless extended or terminated earlier pursuant to 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 and by subsequent work order in an amount not to exceed \$_____ per year, unless otherwise amended by the County.

COMPANY NAME

Authorized Signature

Name and Title (Print or Type)

Date

Accepted: _____

KING COUNTY

Authorized Signature

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.
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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

Upon completion of the Contract or a purchase order issued under the Contract, the Contractor shall give the County written "notice of completion" of Work. The County shall review the Work for Acceptance. In addition, the County may Accept Work by phase or milestone. In such case, the Contractor will give the County written "notice of completion" of Work related to a specific phase or milestone following the Contractor's completion of all such Work in accordance with the payment schedule and delivery requirements in 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 Payment Procedures; Prompt Payment of Subcontractors

For Work Accepted by the County the Contractor shall furnish invoices to King County Accounts Payable, M/S MLK-ES-0320, 401 – Fifth Avenue, Seattle, WA 98104. All invoices shall include: purchase order and/or contract number, invoice date, number, and total. 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.

2.5 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.

2.6 Shipping Charges

All prices shall include freight FOB to the designated delivery point. The County shall reject requests for additional compensation for freight charges.

2.7 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.

2.8 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 2.7, Contract Amendment.

2.9 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.

2.10 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	CONTRACTOR
Project Manager -	[Contact Name]
Seattle, WA	[City], [State]
206-	[Telephone Number]
xxxxxx@kingcounty.gov	[Email Address]
	[Fax Number]

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

3. Automobile Liability: \$ combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1.
4. Workers' Compensation: Statutory requirements of the State of residency, and
5. Employers' Liability or "Stop Gap" coverage: \$

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:

1. 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.
2. 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.
3. 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.
4. 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.

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 \$500,000.00 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 \$500,000.00. 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 take whatever action it deems necessary to protect its interests. 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

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

Pursuant to Ordinance 14823, King County's "Equal Benefits" (EB) ordinance, and related administrative rules adopted by the County Executive, 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. 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, the Contractor shall complete a Worksheet and Declaration form for County review and acceptance prior to Contract execution. The EB Compliance forms, Ordinance 14823 (which is codified at KCC Chapter 12.19), and related administrative rules are incorporated herein by reference. They are also available online at:

http://www.kingcounty.gov/operations/procurement/Services/Equal_Benefits.aspx

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 obtain a list of King County Certified Firms to the King County Business Development and Contract Compliance (BDCC) office by telephone at 206-263-9734. 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>.

Definitions. The following definitions shall apply throughout this Section.

1. "Administrator" means the Director of Finance.
2. "Certified SCS 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 BDCC office.
3. "Small Contractor or Supplier" or "(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 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 \$750K dollars.

G. Required Proposals During Work.

The Contractor shall collect, enter, submit and update the Proposals listed below for itself, its Subcontractors and any sub tier Subcontractors and suppliers to BDCC using the

Contracts and Apprenticeship Report Tracking Services (CARTS) online reporting website located at <http://www.kingcounty.gov/bdcc>. Report forms are available on the website. Assistance may be obtained by contacting BDCC staff at 206-263-9734.

1. Subcontractor List. The Contractor shall create and maintain a master list of all Subcontractors on this Contract; the Contractor shall continually maintain the Subcontractors and Suppliers.
2. Contractor Payments. The Contractor shall enter and submit the amount received from the County for itself and the amounts paid by the Contractor to all Subcontractors, including Certified SCS Firms. Entries shall be entered in CARTS on a monthly basis.
3. Final Affidavits of Amounts Paid. Upon completion of the Work and as a condition precedent to final payment, the Contractor shall upload a Final Affidavit of Amounts Paid electronically using CARTS. Identify amounts paid to each firm that performed Work on this Contract.

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 Nondiscrimination and Payment of a Living Wage

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 2.10. 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 2.10 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 the termination date set forth in this Contract or in any Contract Amendment hereto, the County may, upon written notice to the Contractor, terminate this Contract in whole or in part.

If the Contract is terminated pursuant to this Section 9.1.C: 1) the County shall 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; and, 2) the Contractor shall be released from any obligation under this Contract affected by the termination or a related purchase order to provide further Work pursuant to the Contract.

2. Notwithstanding any provision to the contrary, funding under this Contract beyond the current appropriation year is conditional upon the appropriation by the County Council of sufficient funds to support the Work described in this Contract. Should such an appropriation not be approved, the Contract shall terminate at the close of the current appropriation year.

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 Recycled Products Policy

Contractors able to supply products containing recycled and environmentally preferable materials that meet performance requirements are encouraged to offer them in bids and proposals.

The Contractor shall use recycled paper for all printed and photocopied documents related to the submission of this solicitation and fulfillment of the Contract and shall, whenever practicable, use both sides of the paper.

Ref: KCC 10.16 & King County Executive Policy CON 7-1-2.

10.5 HIPAA – Protecting Patient Privacy

The Work under this Contract may require compliance with "The Health Insurance Portability and Accountability Act of 1996" (HIPAA). Information on this Act can be found at the U.S. Office of Civil Rights website: <http://www.hhs.gov/ocr/hipaa/>.

10.6 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 party.

10.7 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.

10.8 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.

END OF TERMS AND CONDITIONS

October 15, 2015

Victoria Nakamichi
King County Procurement Services Section
Chinook Building, 3rd Floor
401 Fifth Avenue
Seattle, WA 98104

Dear Ms. Nakamichi:

Thank you for the opportunity to respond to this Request for Proposal (RFP # 1290-15-VLN) for State Government Relations Consultant for King County. As the current contract lobbyists and former longtime 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 thirty-five 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 RFP. 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.

Victoria Nakamichi
October 15, 2015
Page 2

Our qualifications, including resumes, examples of our approach to the scope of work, related work 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.

Sincerely,

Michael E Shaw

David Foster

Michael Shaw

SHAW – GOVERNMENT RELATIONS

FOSTER GOVERNMENT RELATIONS

October 15, 2015

**Request for Proposal
State Government Relations Consultant
King County Council
1290-15-VLn**

**Michael Shaw
5411 40th Ave SW
Seattle, WA
206-595-6108**

**David Foster
3646 – 48th Ave SW
Seattle, WA 98116
206-372-8523**

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INTRODUCTION

It is a pleasure to submit this proposal to King County to serve as your Government Relations Consultants. For the last three years, we have had the honor of representing King County in Olympia, and look forward to continuing in our role as your state legislative advocates. We have partnered successfully over the last several legislative sessions to pass substantive policy bills for King County including the ferry district consolidation bill (Chapter 51, Laws 14) and the cultural access tax authority bill, (Chapter 24, 2015 Laws 3rd Special Session). In addition we worked successfully for a statewide transportation package that included new revenue authority for Sound Transit and additional local funds.

Over the last several years, we have broadly branded ourselves as the King County lobbyists. Members of the King County Legislative delegation rely on us to be the conduit between themselves and King County. Legislative committee staff, caucus staff and executive policy staff seek us out to get the King County perspective. These relationships make us uniquely suited to represent King County. No other lobbying team can provide the breadth of King County experience that we can provide. Our ability to work seamlessly with the King County Council's Government Relations team and the King County Executive's Government Relations Team has provided continuity and results. We look forward to continuing that strong partnership.

This proposal assumes that, as in the last several years, the county departments, liaisons and administrative staff will work with us to help determine legislation of interest, support our bill tracking, provide background information and provide printed information in certain instances.

CONSULTANT BACKGROUND

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 Republican Caucus as senate counsel before returning to King County in 1996 as Government Relations Director. Afterwards, 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, Commuter Challenge, PalidinData Inc, ARAMARK Inc., Utility Services, and the Washington State Association of Counties as their transportation lobbyist before the State Legislature. Current clients include Pierce County, the Washington State Transit Association, the Washington Association of County Officials, American Heart Association, the American Planners Association, the American Public Works Association, the American Society for the Prevention of Cruelty to Animals, the Washington State Bar Association, and the Washington State Association of Boundary Review Boards.

Today, *Shaw – Government Relations* is known for its local government, land use and transportation expertise. He has lobbied successfully several transportation funding packages and meets routinely with the leaders of the legislative transportation committees. Additionally, Mr.

Shaw has lobbied utility tax issues, waste treatment issues, public procurement issues, and public health issues. For example, in 2007, Michael Shaw, together with David Foster, led a lobbying effort that obtained \$20,000,000 for public health agencies in Washington State. As a former deputy prosecuting attorney, his grasp of criminal justice issues, justice information systems, and jail issues is extensive. His contacts with judicial stakeholders are numerous and include staff on the legislative budget committees responsible for law and justice budget issues.

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 the American Lung Association, Apollo Group Inc., Building for the Arts Coalition, Cannon Power Group, City of Seattle, City of Spokane Valley, Communities In Schools of Washington, HistoryLink, Interior Design Coalition of Washington, National Multiple Sclerosis Society - Greater Washington Chapter, Pacific Science Center, Recreational Gaming Association, Seattle Aquarium Society, Seattle Center Foundation, School Levy Coalition, Washington Childcare United, 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.

IMPLEMENTATION OF KING COUNTY'S LEGISLATIVE AGENDA

RFP# 1290-15-VLN provides that a submittal shall contain a proposed action plan for the development/implementation of the county's legislative agenda. We are currently working with both the Council's Government Relations Team and the Executive's Government Relations Team to organize county department and member issues, sort those issues into possible bill form and create a draft agenda for review and approval of both the County Executive and the County Council. As contractors, we understand it is the client's prerogative to determine the final agenda, and it is our responsibility to inform and implement.

As the current King County contract lobbyists, we meet continuously with county staff, providing background and messaging expertise. Planning has begun regarding a legislative delegation meeting. Prior to adoption of the legislative agenda, we are setting up meetings with

King County's legislative champions to ensure timely feedback to the Council and Executive. Based on our relationships with the King County delegation, we can quickly arrange legislator meetings and have already done so with several members of leadership. Also, arrangements to attend the various county association meetings are underway to leverage those partner opportunities.

Together, Shaw and Foster have over 30 years of experience developing and bring legislative agendas to successful completion. We understand the preparation necessary to succeed.

Substantive Issues - General:

As the regional service provider and agent of the State for many functions, counties are involved with the largest spectrum of issues of any local government entity. Substantive issue development generally starts at the department level, where staff identify operating issues or policy concerns that may require legislative remedies. Often these are issues that have been discussed with Council. In some cases, the issues are generated through consortia such as the various county associations. In either case, many of these issues will have been vetted at various sub-associations of the Washington Association of County Officials, the Washington Association of Prosecuting Attorneys, and the Washington State Association of Counties. Interaction with these entities is informative regarding what the other 38 counties are considering and where potential partners or problems may be found.

After sorting and reviewing potential legislative issues and proposals, Michael Shaw and David Foster will continue to work with the Council and Executive staff to focus a potential agenda and help present it to both the Executive and County Council for their review and feedback, and eventually for council adoption.

During this phase, Michael Shaw and David Foster would perform the following additional duties:

- Assist in policy development, including research and analysis work as related to King County's legislative agenda.
- Meet with legislators and legislative staff, and the executive branch officials to gauge support for the policy positions advocated by King County.
- Advise department staff and officials regarding potential strategy and possible outcomes.
- Apprise and consult with the King County Council's Government Relations team and the King County Executive's Government Relations team concerning emerging issues and possible legislative opportunities that may impact King County.

Budget and Revenue Issues:

Counties across the state are suffering from budget deficits due to decreases in direct funding and diminished grant funding from federal and state government. King County is no exception. King County also has a more limited tax base, with greater service demands because of counties' roles as agents of the state, relative to cities, and suffers the financial consequences of incorporations and annexations. Finally, expectations and requirements are increasingly placed on local government as federal and state governments cut funding or impose unfunded mandates. It is important that funding for public and mental health, low income housing, human services programs, transportation and transit projects be protected in the state budgets. These are areas where we will work with interested parties for statewide funding but also for direct dollars to King County.

Issues regarding local option taxation, liability, and taxing districts largely are the purview of county elected officials, and Michael Shaw and David Foster would work with their staff and perform as directed. We both have long histories lobbying local government budget issues, whether in terms of the general operations, revenue or capital infrastructure funding. Each issue

brings unique challenges and would be handled on a case by case basis. Shaw and Foster would, similar to substantive policy issues, provide support to the officials and their staff in developing the issues and doing the pre-session work of stakeholder interaction and information gathering necessary to best inform the county council and executive of their options and potential obstacles and opportunities.

Agenda Implementation:

In order to successfully implement King County's legislative agenda, decisions regarding sponsors, support and strategy must be made timely. Michael Shaw and David Foster are uniquely suited to help King County make those decisions since they have the greatest expertise of all the contract lobbyists in Washington State regarding King County's policy and budget issues. They have relationships with most of the King County delegation, and more importantly, with those legislators who do not represent King County but whose support is necessary to obtain committee hearings and votes in the committees in which the majority of county issues are heard.

Most importantly, Michael Shaw and David Foster seldom leave the Capital Campus when the Legislature is in session. They are there during early morning hearings and during late night floor action. Much of lobbying is being available when opportunity arises, and with Shaw and Foster, one of them is always there working the doors.

ISSUE EXPERTISE:

General County Government

Michael Shaw has over twenty years of experience lobbying county issues, including one year as the King County Government Relations Director. No contract lobbyist has more county lobbying experience. Michael Shaw regularly attends the Washington State Association of Counties' Legislative Steering Committee, and he has either attended or presented at WSAC's conferences for the last 19 years. His expertise ranges from election issues to county produced biosolids. In June 2012, he presented a webinar on how to draft county public works contracts in light of the recent statutory changes regarding indemnity clause for design professionals. Later this year, he will lecture at a Growth Management Act seminar regarding the recently passed transportation funding package.

David Foster has eleven years of direct lobbying experience on a large range of issues including nine years lobbying for local government and has almost six years working at the King County Council. His focus has been on all three budgets – operating, transportation and capital – as well as elections, public disclosure, labor and grant funding.

Land Use

Michael Shaw has over 20 years of experience with the Growth Management Act, and has worked on issues pertaining to the Shorelines Management Act, the State Environmental Protection Act, and the Land Use Petition Act. He has worked on issues relating to sustainable communities, transit oriented development, storm water permits, JARPA permitting, non-

attainment zones, and building codes. He regularly participates in planning conferences and land use seminars.

While at the King County Council, David Foster worked on growth management, environmental and transit oriented development issues. He continued much of this work as the lead lobbyist for the City of Seattle, especially in the areas of transportation, transit issues and the environment.

Transportation

Regarding transportation issues, Michael Shaw has worked on the Regional Transportation Investment District (RTID) transit issues. He staffed Connecting Washington Task Force, and several Joint Transportation Committee studies, including the 2010 study on alternative transportation funding options. He has over eight years of transit lobbying experience. During the legislative session, Michael Shaw has regular weekly meetings with transportation committee chairs and has close ties to most of their committee staff.

During his years of experience working on transportation and transit issues, David Foster has developed strong working relationships with legislators and staff on the transportation committees. For years he was the lead on the Alaskan Way Viaduct effort that ultimately produced a \$2 billion appropriation. He has also been intimately involved with efforts to increase transportation and transit funding, such as the RTID effort, and to provide funding options for local jurisdictions.

Both had years of involvement in working to help pass a new statewide transportation package which included new revenue authority for Sound Transit as well as increased grants and local authority.

Human Services, Criminal Justice and Corrections

Michael Shaw was a King County Deputy Prosecutor for over four years. He helped draft major changes to the Juvenile Justice Act and is well versed in the Sentencing Reform Act and its impact on county jails. While WSAC policy director, he worked on issues of jail health care, child dependency issues, public defense issues and community supervision liability issues. He is one of the few lobbyists who understands the data exchange needs of the new judicial information system that the State is attempting to implement. He recently arranged a meeting between the King County Court Clerk, Superior Court staff and legislative fiscal committee staff. He has attended numerous stakeholder meetings regarding legal financial obligations.

For six years David Foster was the staff lead for Councilmember Nickels on issues related to human services and criminal justice. This included all matters related to the budget. As a lobbyist Foster has represented Seattle on human services and corrections issues again including budget issues. He has also represented the National MS Society, which has been active in working to maintain funding for human services funding in the state operating budget.

Public Health

Michael Shaw has worked on public health issues on behalf of the Washington State Association of Public Health Officials for several years. In addition, he represents the American Heart Association on issues relating to tobacco use, menu labeling, and community clinics. In 2007, Michael Shaw and David Foster successfully lobbied for an ongoing \$20 million state appropriation for public health. In 2012, Michael Shaw helped WSALPHO avoid additional budget cuts to public health during one of the most challenging sessions in recent memory.

David Foster has worked on public health issues for most of his career. As the lead staff member for the Chair of the Board of Health, Foster worked closely with Councilmembers, the KC Department of Health and interested parties in all policy development. Foster has represented the American Lung Association since 2008, National MS Society since 2009 and the Bleeding Disorder Foundation of Washington in 2012, all of which have an interest in and advocate in support of better overall public health and health care, including additional funding. As already stated Foster and Shaw partnered successfully in 2007 to lead the effort for the only public health funding increase since the loss of MVET funding in 1999.

Taxes and Revenue

Michael Shaw has successfully worked on local option tax issues relating to transportation, criminal justice, human services, and sports stadiums. For example, in 2010, he obtained for Pierce County a current use exemption for forest land. In 2008, he successfully lobbied the transportation benefit district bill, which gives several local options to counties and cities. He passed bills or stopped bills concerning sales tax, property tax, special purpose districts and franchise fees.

David Foster has been involved in almost every recent local option funding request by local government or effort to repeal local authority since 2002, including local B&O tax fights (cities only), streamlined sales tax changes and support of new county utility authority. As a representative for the City of Seattle and the WA State Public Stadium Authority, he has multiple years of working on the King County-only revenue package that currently funds the arts and stadiums.

CLIENT LIST

Shaw – Government Relations

Current Clients:

American Heart Association. Since 2000, I have worked with the AHA to promote heart and stroke care and fight tobacco use in Washington.

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

American Public Works Association. Starting December 2013, I represent APWA on issues regarding infrastructure policy, procurement issues and infrastructure funding.

American Society for the Prevention of Cruelty to Animals. Since 2014, I work to champion bills that promote the humane treatment of animals.

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 Association of County Officials. Since January 2015, I have worked with the court clerks on issues ranging from notice and filing provisions to issues related to the collection of legal financial obligations.

Washington State Association of Boundary Review Boards. Starting November 2005, I monitor all bills impacting the WSABRB and consult on legislative matters.

Washington State Bar Association. Starting December 2013, I work with the WSBA to advocate bills that impact the practice of law.

Washington State Transit Association. Starting during the 2008 session, I worked on issues pertaining to transit operations and state transit funding issues.

Past Clients:

American Heart Association - 2001 to 2009 sessions

Primarily, I covered issues pertaining to health care, physical activity and tobacco. I currently sit on their legislative advisory board.

Snohomish County – 2008 session

Responsible for all transportation, land use and infrastructure issues.

Washington Association of Local Public Health Officials – 2007 session and 2012 session

Oversaw lobbying effort to obtain public health funding.

Pierce County/ Regional Transportation Benefit District - 2005 to 2006 session

Lobbied to modify both RTID and transportation benefit district statutes.

Washington State Association of Counties – 2005 session

Headed transportation issues on behalf of county association. Currently, working as the iPRMT coordinator.

Palidin Data Systems Corp. - 2012 session

Advocated for MPO and RTPO funding for the Forward Washington program.

Jim Potts/Rural Counties – 2001 to 2004 sessions

Represented 14 rural counties on issues unique to rural Washington.

On-Track – 2004 session

Monitored legislative and agency action regarding the Seattle monorail.

Utility Services – 2015 session

Passed bill regarding procurement of water tank maintenance service.

Commuter Challenge – 2003 session

Tasked with seeking large appropriation for commute trip reduction program.

Kevin Hughes & Associates – 2003 session

Subcontract to lobby legislative transportation leadership on issues associated with the Seattle monorail.

Lake Washington Youth Soccer Association – 2001 session

Advocated changes concerning open space and recreational use elements in land use planning.

Association of Washington Cities – 2000 session

Worked on behalf of the Association of Washington Cities to overcome severe cuts in state transportation funding to Washington's cities.

City of Seattle – 2000 session

Represented the City of Seattle on such issues as education funding and infrastructure, school safety, civil rights, and law & justice policy. Given primary responsibility concerning probation liability and related tort reform issues.

Foster Government Relations

Current Clients:

City of Spokane – 2013 to present

Develop and implement the legislative agenda for the Mayor and Council focusing on Spokane's direct needs and general local government issues.

Communities In Schools of Washington - 2007 to present.

The focus of CIS is dropout prevention through a unique model of coordinating community resources. Operating budget and maintaining grant funding are the legislative priorities.

King County – 2012 to present

Develop and implement the legislative agenda for the Council and Executive focusing on King County specific needs as well as general county/ local government issues.

Pacific Science Center – 2010 to present.

Legislative work revolves around operating funding for science education around the state and capital budget requests.

WA State Alliance of YMCA's – 2012 to present

For the Alliance the focus is early learning and childcare and promoting healthy living for kids of all ages.

Session Only Clients:

American Lung Association – 2008 to 2015

ALA work is specific to tobacco and asthma issues and the protecting the Clean Indoor Air Act.

Shaw – Government Relations

Knowledge Universe – 2008 to 2015

This national childcare providers focuses on increased subsidy rates for low income families.

Seattle Aquarium Society - 2007 to 2015

Operating and capital funding are the main focus with an interest in transportation and transit as related to the Alaskan Way Viaduct.

Past Clients:

Apollo Group, Inc. – 2007 to 2013.

Apollo Group Inc. owns the University of Phoenix and until 2011 Insight School of Washington. Legislative efforts focus on providing new and innovative education opportunities.

Building for the Arts Coalition 2009, 2011, 2013, 2015

Advocated on behalf of diverse arts organizations for successfully inclusion in the Capital Budget for funds through the Building for the Arts program.

National Multiple Sclerosis Society– 2008 to 2013.

The MS Society advocates for increased access to health care and specifically for better access/support for MS patients and families.

Recreational Gaming Association - 2012 to 2013.

This new client is a business association trying to maintain its diminishing membership though legislative authorization of the already accepted use of electronic scratch ticket machines.

Sound Transit – 2015

Successfully lobbied for inclusion of Sound Transit's full revenue request of \$15 billion which will be used to development the Sound Transit 3 ballot proposal in 2016.

REFERENCES

Shaw – Government Relations

Brad Banks

Managing Director
Washington State Association of Public Health Officials
206 10th Ave SE
Olympia, WA 98504
360-489-3011

Fellow lobbyist who has worked with both Michael Shaw and David Foster over several years on a variety of health care issues.

Kevin O'Neill

Senior Legislative Director, Western Region
American Society for the Prevention of Cruelty to Animals
916-214-0476
kevin.oneill@aspca.org

Mr. O'Neill is a client of Shaw-Government Relations, and can speak to my past performance passing legislation for ASPCA.

Geri Beardsly

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

Ms. Beardsly has worked with me, supervising my work on behalf of WSTA for many years. She can attest to my success in Olympia.

Foster Government Relations

Tim Ceis, Founder

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

Mr. Ceis would provide information about my work at the City of Seattle, representing its interests as a contract lobbyist.

Carrie Nyssen

American Lung Association of Washington

822 John St
Seattle, WA 98109
(360) 921-1484

Mrs. Nyssen would provide information about my ability to work with and represent a non-profit health care organization while partnering with other interested parties.

Susan Richards, Executive Director
Communities In Schools of Washington
1010 South 336th Street, Ste 205
Federal Way, WA 98003
253-248-1991

Ms. Richards would provide information about my work and coordination with dropout prevention non-profit organization with a statewide network.

5411 40th Ave SW
Seattle, WA 98136
206 595-6108
michael_shaw@comcast.net

MICHAEL SHAW

CONTRACT LOBBYIST Formed by Michael Shaw in 1999, Shaw – Government Relations is the premiere county lobbying firm in Washington State. Based in Seattle, but with an office in Olympia, Shaw – Government Relations has led large lobbying efforts on a wide variety of issues; from local public health financing to regional transportation governance. Successfully lobbying capital budget requests, transportation projects and operating budget provisos.

PROFESSIONAL ACHIEVEMENTS

LOCAL GOVERNMENT

\$20 million appropriation for local public health in Washington State.
Amended laws relating to jail booking fees, legal financial obligations, juvenile sentencing provisions, and DUI sentencing.
Passed changes regarding local mental health evaluations and funding.
Testified on a myriad of land use bills. Passed changes regarding flood plains.

MEMBER ASSOCIATION

Fought off bills to abolish Washington State Bar Association.
Successfully lobbied against member targeted B & O tax increase.
Advocated and obtained inclusion of clients in legislative task forces.

SUCCESSFULLY LOBBIED NUMEROUS LEGISLATIVE PROPOSALS (9 BILLS PASSED IN 2015),

Professional public procurement bill (HB 1989, Chapter 187, Laws 15).
International arbitration authorization (SB 5227, Chapter 276, Laws 15).
Strengthened Animal cruelty laws (SB 5501, Chapter 235, Laws 15).
\$15 billion of taxing authority for Sound Transit (SB 5987).

SKILLS

Twenty-three years of experience researching and drafting legislation.
Decades of experience presenting before legislative committees.
Complete understanding of legislative process, rules and relationships.

WORK HISTORY

POLICY DIRECTOR, WASHINGTON STATE ASSOCIATION OF COUNTIES, OLYMPIA, WA

November 1996 – November 1999

GOVERNMENT RELATION DIRECTOR, KING COUNTY, SEATTLE, WA

December 1995 – November 1996

STAFF COUNSEL/FLOOR ATTORNEY, SENATE REPUBLICAN CAUCUS, OLYMPIA, WA

January 1993 – December 1995

DEPUTY PROSECUTOR, KING COUNTY PROSECUTORS OFFICE, SEATTLE, WA

September 1988 – January 1993

EDUCATION

JURIS DOCTORATE, LEWIS & CLARK LAW SCHOOL, PORTLAND OREGON, 1988

Graduated with honors, Oregon State Bar Association Criminal Justice Award, Moot Court Honor Board, Jessup International Moot Court Team.

BACHELOR OF ARTS, UNIVERSITY OF WASHINGTON, SEATTLE WASHINGTON, 1985

Political Science Major.

CURRENT CLIENTS

AMERICAN PLANNERS ASSOCIATION

APA Legislative Co-chairs: Josh Peters (206) and Esther Larsen (509) 844-6546.

AMERICAN PUBLIC WORKS ASSOCIATION

Jim Rioux (360) 753-8484

AMERICAN SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS

Kevin O'Neill (916) 214-0476

KING COUNTY

Council Chief-of-Staff Carolyn Busch (206) 390-6368.

PIERCE COUNTY

Teri Blair (253) 365-6587.

WASHINGTON STATE ASSOCIATION OF BOUNDARY REVIEW BOARDS

WSABRB legislative chair Lenora Blauman. (206) 296-6801.

WASHINGTON STATE BAR ASSOCIATION

Debra Carnes (206) 733-5930.

WASHINGTON STATE TRANSIT ASSOCIATION

WSTA Executive Director, Geri Beardsly. (360) 736-9734.

FOSTER GOVERNMENT RELATIONS

STATE, COUNTY & CITY ISSUES

PROFESSIONAL EXPERIENCE

- October 2006 to Present **Foster Government Relations, Seattle, WA**
Principal
Contract lobbyist at State Legislature and local government level for several 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 of Seattle and Seattle City Council. Manage two lobbyists and one administrative staff member. Lead staff on issue areas including operating and capital budget, transportation, land use and infrastructure, higher education, labor, Seattle Center, elections and economic development. Additional duties include coordinating legislative outreach, legislative efforts with interest groups and City of Seattle departments, researching and drafting the legislative agenda and assisting with regional and federal efforts.
- 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 issue areas including human services, public health, criminal justice, public safety, economic development, education, civil rights, elections and campaigns including the state operating budget for these issue areas. Additional duties included coordinating legislative outreach and legislative efforts with interest groups and City of Seattle departments, researching and drafting the legislative agenda and assisting with regional and federal efforts.
- 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.

VOLUNTEER ACTIVITIES


- Raising twin girls (2002 – present and beyond)
- Board of Trustees, Crisis Clinic, 2001 – 2004
- Board of Directors, West Seattle Helpline, 1999 – 2004
 - Board President 2000 - 2002
- Board of Directors, Fremont Public Association, 1997 - 1999
- Coach, R.U.G. Little League Senior Majors, Minors, All-Stars, 1995-97

EDUCATION

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

3646 – 48th Ave SW
Seattle, WA 98116

206-372-8523
davidfoster9@gmail.com

 KING COUNTY SUBSTITUTE W-9	Request for Taxpayer Identification number and Certification	Give form to King County. Do not send to IRS.
Name (as shown on Invoice) Michael Shaw		
Business Type <div style="display: flex; flex-wrap: wrap;"> <div style="width: 33%;"><input type="checkbox"/> Association</div> <div style="width: 33%;"><input type="checkbox"/> Corporation*- Enter Tax Classification C (C corporation), S (S corporation)</div> <div style="width: 33%;"><input type="checkbox"/> Disregarded Entity</div> <div style="width: 33%;"><input type="checkbox"/> Division</div> <div style="width: 33%;"><input type="checkbox"/> Government</div> <div style="width: 33%;"><input type="checkbox"/> Individual</div> <div style="width: 33%;"><input type="checkbox"/> Limited Liability Company</div> <div style="width: 33%;"><input type="checkbox"/> Non Profit</div> <div style="width: 33%;"><input type="checkbox"/> Partnership</div> <div style="width: 33%;"><input checked="" type="checkbox"/> Sole Proprietor</div> <div style="width: 33%;"><input type="checkbox"/> Trust/Estate</div> </div>		
Business Registration Information Enter where you are registered to do business and the corresponding State Registration Number Olympia, WA Unified Business ID 601 899 744		
Physical Address 5411 40th Ave SW		
City, State, and Zip Seattle, WA 98136		
Remit Address (if different than above)		
City, State, and Zip		
Tax Reporting Name and Tax Identification Number or Social Security Number Enter your Tax reporting Name and address. The Tax Identification number provided must match the name given on the "Tax Reporting Name" line. For individuals, this is your social security number (SSN). Tax Reporting Name Michael E. Shaw		
Tax Reporting Address 5411 40th Avenue SW		
Tax Reporting City, State, and Zip Seattle, WA 98136		
Tax Identification Number, Employer Identification Number or Social Security Number: <div style="background-color: black; width: 300px; height: 40px; margin-top: 5px;"></div>		
Under penalties of perjury, I certify that: 1. The number shown on this form is my correct tax reporting name and identification number. 2. I am a U.S. citizen, U.S. person or U.S. Business Entity. 3. I am not subject to backup withholding due to failure to report interest and dividend income. 4. I am exempt from FATCA reporting.		
Certification instructions. If you are not a U.S. citizen, U.S. person or U.S. Business Entity, you must cross out item 2 above. You will need to provide a completed King County W9 form as well as a copy of your W-8.		
Sign Here ► <u>Michael E. Shaw</u>		
Print Name of Signer ► Michael Shaw		Date Signed ► 11/9/2015

Equal Benefits Compliance Worksheet



Department of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
Chinook Building, CNK-ES-0340
401 Fifth Avenue, 3rd Floor, Seattle, WA 98104
206-263-9400 TTY Relay: 711 Fax: 206-296-7676

Return this Worksheet, Declaration, and any attached alternate compliance forms to King County.

Contractor Name: Michael Shaw

Email: michael_shaw@comcast.net

Solicitation# : 129015VLN

Contact Person: Michael Shaw

Phone Number: 206 595-6108

Contract#: 5813145

Employees in the U.S.: 0

1. EMPLOYEE INFORMATION

- a. Do you have any employees? ☐ Yes ☒ No
 ▶ If the answer to Question 1a is "NO", (you DO NOT have any employees); you do not need to complete the remainder of the worksheet. Select Option C on the attached Declaration.
- b. If 1.a is yes, are they Union, Non-Union, OR both? ☐ Union ☐ Non-Union
 ▶ If the answer to Question 1b is "Union", please go to questions 4 & 5.
 ▶ If the answer to Question 1b is "Non-Union", go to questions 2 & 3.

2. IF YOU HAVE NON-UNION EMPLOYEES

- a. Do you make any benefits available to employees? [Paid by employer or not] ☐ Yes ☒ No
- b. Do you make any benefits available to the spouses of employees? [Paid by employer or not] ☐ Yes ☐ No
- c. Do you make any benefits available to the domestic partner (DP) OR legally domiciled member of household (LDMH) of employees? (Same-sex and Opposite-sex) [Paid by employer or not] ☐ Yes ☐ No
 ▶ If the answers to both Questions 2(b) and 2(c) are "NO", (benefits offered to neither employees' spouses nor employees' DP or LDMH); select Option B on the attached Declaration.
 ▶ If the answer to either Question 2(b) or 2(c) is "YES", continue to Question 3.

3. BENEFITS AVAILABLE FOR NON-UNION EMPLOYEES

Indicate which benefits are made available below. Check "Yes" for any benefit that is available, paid for or not (same & opposite-sex). Check "No" if not available. Available might mean a death benefit for Pension (joint annuity) or Disability can be paid to DP and LDMH. Bereavement leave policies must be equal for DP and LDMH. Family leave must include an employee's DP, LDMH and their dependents. If moving expenses/relocation increases when including a spouse, they must also increase for DP and LDMH.

Employee Benefit	Employees	THESE THREE COLUMNS MUST MATCH			
		Spouses	DP	LDMH	
Health Care	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Dental Care	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Vision Care	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Life	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Disability	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Pension/Retirement	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Bereavement Leave	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Family Leave	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Relocation (Moving Expenses)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Business Travel (not mileage)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Member Discounts, facilities, events	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Other (specify):	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Other (specify):	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

If selections made for Spouses, DP, and LDMH columns match, select Option A on Page 4, Equal Benefits Compliance Declaration. **OR:**

If selections made for Spouses, DP, and LDMH columns DO NOT match, please review Option D on Page 3, Equal Benefits Compliance Declaration to see if you qualify for alternate compliance. For all other Contract compliance inquiries, contact King County Procurement and Contract Services Section at 206-263-9400.

4. IF YOU HAVE UNION EMPLOYEES

- a. Are any benefits available to the spouses of union employees? ☐ Yes ☒ No
- b. Are any benefits available to the DP/LDMH of union employees? ☐ Yes ☐ No

If the answer to either Question 4(a) or (b) is "YES", continue to Question 5.

5. BENEFITS AVAILABLE FOR UNION EMPLOYEES

Please indicate which union benefits are available on the list below. Union benefits may be controlled by a trust, and the eligibility of DP and LDMH may be restricted by a Union Trust Administrator. Please contact King County Procurement and Contract Services Section at 206-263-9400 to learn how to apply for a Collective Bargaining Delay.

Employee Benefit	Employees	THESE THREE COLUMNS MUST MATCH			
		Spouses	DP	LDMH	
Health Care	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Dental Care	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Vision Care	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Life	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Disability	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Pension/Retirement	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Bereavement Leave	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Family Leave	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Relocation (Moving Expenses)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Business Travel (not mileage)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Member Discounts, facilities, events	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Other (specify):	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Other (specify):	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

If selections made for Spouses, DP, and LDMH columns match, select Option A on Page 4, Equal Benefits Compliance Declaration. **OR:**

If selections made for Spouses, DP, and LDMH columns DO NOT match, please review Option D on Page 3, Equal Benefits Compliance Declaration to see if you qualify for alternate compliance. For all other Contract compliance inquiries, contact King County Procurement and Contract Services Section at 206-263-9400.

Equal Benefits Compliance Declaration



Department of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
Chinook Building, CNK-ES-0340
401 Fifth Avenue, 3rd Floor, Seattle, WA 98104
206-263-9400 TTY Relay: 711 Fax: 206-296-7676

King County cannot award a contract until you submit the attached Worksheet and this Declaration.

I, Michael Shaw on behalf of Michael Shaw
(Name) (Contractor Name)

state that the Contractor complies with King County Ordinance 14823 and related rules because it:
(Select the Option that applies and sign form below):

Option A

- ☐ Makes benefits available on an equal basis to all its non-union and/or union employees with spouses and its employees with a domestic partner (same-sex and opposite-sex) OR legally domiciled member of household.

Option B

- ☐ Does not make ANY benefits available to the spouses or the domestic partner OR legally domiciled member of household of employees.

Option C

- ☒ No employees.

Option D

- ☐ Seeking authorization from King County Procurement and Contract Services to delay implementation of equal benefits due to a Collective Bargaining Agreement, Open Enrollment, or internal Administrative steps. (Equal Benefits Substantial Compliance Authorization Form attached).

Instructions for alternate compliance:

The contractor must complete and return an Equal Benefits Substantial Compliance Authorization Form to King County as an attachment to this Declaration. The Substantial Compliance Authorization Form can be found at http://www.kingcounty.gov/operations/procurement/Forms/Equal_Benefits.aspx

- ☐ Statement of Noncompliance
Contractor does not comply and does not intend to comply with King County Ordinance 14823 and related rules for this contract.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is correct and true, and that I am authorized to bind this entity contractually.

Executed this 10 day of November, 20 15 at Seattle, WA

Signature

Digitally signed by Michael Shaw
DN: cn=Michael Shaw, o=King County, email=Michael.Shaw@kingcounty.net, c=US
Date: 2015.11.09 16:30:30 -0800

Title

Owner 5411 40th Ave SW, Seattle WA 98136

Address

Michael Shaw

Name (Please print)