



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

September 11, 2018

Motion 15219

Proposed No. 2018-0421.2

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, David Foster d/b/a
12 "Foster Government Relations" was selected as the highest ranked proposer and has been
13 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 David Foster
17 d/b/a "Foster 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 on all issues including, but not limited to:

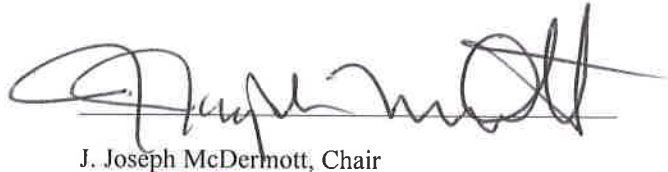
- 20 A. General county government;
- 21 B. County taxes and revenue;
- 22 C. Transportation and infrastructure;
- 23 D. Growth management and land use;
- 24 E. Water, sewer, solid waste and hazardous waste;
- 25 F. Environmental protections and regulation;
- 26 G. Criminal justice and corrections;

- 27 H. Human services; and
- 28 I. Public health and health reform implementation.
- 29

Motion 15219 was introduced on 9/10/2018 and passed as amended by the Metropolitan King County Council on 9/10/2018, by the following vote:

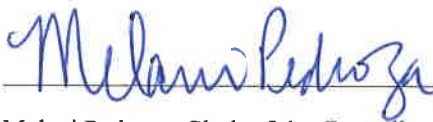
Yes: 6 - Mr. von Reichbauer, Mr. Dunn, Mr. McDermott, Mr. Upthegrove, Ms. Kohl-Welles and Ms. Balducci
No: 3 - Mr. Gossett, Ms. Lambert and Mr. Dembowski
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



J. Joseph McDermott, Chair

ATTEST:



Melani Pedroza, Clerk of the Council



Attachments: A. Services Contract



Services Contract

THIS CONTRACT # 6031977 ("Contract") is entered into by KING COUNTY, Washington, (the "County"), and David Foster dba/ Foster Government Relations (the "Contractor"), whose address is 3646 48th 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
 - Certificate(s) of Insurance and Policy Endorsement Exhibit C
 - Other Exhibits and attachments (if applicable)
- 3. Request for Proposal (as modified by any addenda)
 - King County Request for Proposal 1139-18-VLN Exhibit D
- 4. Contractor's Proposal
 - FOSTER GOVERNMENT RELATIONS Proposal Exhibit E
- 5. Other Exhibits
 - W-9, Responsibility Detail & Attestation Form, King County Consultant Disclosure, Equal Benefits Compliance Worksheet..... Exhibit F

II. CONTRACT TERM

This Contract shall be effective when countersigned by King County and shall expire on August 31, 2019, unless extended or terminated earlier pursuant to the terms and conditions of this Contract.


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 \$11,000.00 per month payable as set forth in Exhibit B.

FOSTER GOVERNMENT RELATIONS

KING COUNTY



Authorized Signature

Authorized Signature

David Foster
Foster Government Relations

Joe McDermott
Chair, King County Council

Date Accepted: 9/5/18

Date Accepted: _____

Approved as to form only:
Michael Hoover, KCC Chief Legal Council

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.

2.1 Administration

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

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

2.2 Acceptance of Work

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

2.3 Warranty

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

2.4 Payment Procedures; Prompt Payment of Subcontractors

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

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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	David Foster
Government Relations Associate	Foster Government Relations
516 3rd Avenue, Rm 1200	3646 48th Ave SW
Seattle, WA 98104	Seattle, WA 98116
206-477-7979	206-372-8523
simon.farretta@kingcounty.gov	davidfoster9@gmail.com

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 Per Claim and in the Aggregate
3. Automobile Liability: \$50,000 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.
- D. King County Consultant Disclosure - In accordance with King County Code 3.04.120, as a condition of award of a professional or technical services contract valued at \$50,000 or more, the Consultant agrees that, unless otherwise specified, any information required to be disclosed below shall cover the period twenty four months before and including the date of filing the sworn statement.
1. No County employee or any member of the County employee's immediate family holds an office or directorship in the Consultant;
 2. No County employee or any member of the County employee's immediate family has a financial interest in the Consultant as identified below:
 - a. Ownership of over five percent of the stock or other form of interest in the Consultant; and
 - b. Receipt of any compensation, gift or thing of value from the Consultant;
 3. No officer or director of the Consultant has had a position on any County board or commission, whether salaried or unsalaried, in the five years immediately preceding the present Contract.
 4. Absent authorization for alternative compliance as referenced below, failure to comply with this provision shall be considered a material breach of this Contract, and may subject the Consultant to administrative sanctions and remedies for breach.

5. Any other information known to the Consultant about any interest or relationship whatsoever between any County employee, including any member of his or her immediate family, and the Consultant, other than what is designated above.
6. Alternative Compliance. If a Consultant is seeking authorization from King County for alternative compliance with the requirements of the King County Consultant Disclosure, the Consultant must complete and return a King County Consultant Disclosure Form to King County. The Consultant Disclosure Form can be found at: <http://www.kingcounty.gov/~media/depts/executive-services/risk-management/documents/financial-disclosure-consultant.ashx?la=en>
7. All contracts between the Consultant and the County in the five years immediately preceding the presently contemplated contract, including the amount of money paid by the County to the consultant, is maintained by Procurement & Payables.

SECTION 5 RECORDS AND AUDITS

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

A. Retention of Records

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

B. Audit Access

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

5.2 Audit Exception

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

5.3 Federal Funding Audit

If the Contractor expended a total of \$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

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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 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 Reporting 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.

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

support the Work described in this Contract. Otherwise, the Contract shall terminate on December 31 of the current biennium.

SECTION 10 MISCELLANEOUS

10.1 Other Public Agency Orders

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

10.2 Assignment

Neither party shall assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the other party. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors of the assigning party. This provision shall not prevent Contractor from pledging any proceeds from this Contract as security to a lender so long as King County Policy Fin10-1 (AP), section 6.1.3 is followed. If an assignment is approved, it shall be effective upon the posting of all required bonds, securities and the like by the assignee and the written agreement by assignee to assume and be responsible for the obligations and liabilities of the Contract, known and unknown, and applicable law.

10.3 Force Majeure

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

10.4 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 – 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

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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

Services Contract



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

Exhibit A to Contract # 6031977

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 2019 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 policy objectives set forth in the state legislative agenda. At the direction of county government relations staff, this may include meetings with department staff and county officials to understand and develop legislation, testimony, and detailed legislative strategies.
- 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.

Services Contract

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King County

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

- 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.

Services Contract



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

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

Exhibit B to Contract # 6031977

COMPENSATION AND METHOD OF PAYMENT

- A. The County shall reimburse the Consultant for satisfactory completion and County's acceptance of the services and requirements specified in this Contract in an amount not to exceed \$11,000.00 per month, inclusive of all taxes.
- B. For any partial month of services rendered, the monthly rate shall be prorated based on the number of calendar days worked divided by the total number of calendar days in the month.

Exhibit C

To ensure delivery to your inbox, please add USAA.Customer.Service@mailcenter.usaa.com to your address book.



Auto Insurance Confirmation

Please use this as confirmation of auto insurance; however, this does not take the place of an insurance identification card.

Registered owner :	DAVID FOSTER
Address:	3646 48TH AVE SW
	SEATTLE WA 98116
Policy #:	[REDACTED]
Policy effective:	July 26, 2018
Policy expiration:	January 26, 2019
Vehicle:	[REDACTED]
VIN :	[REDACTED]
Bodily injury liability limit:	\$500,000 each person / \$1,000,000 each accident
Property damage liability limit:	\$300,000 each accident
Comprehensive deductible:	\$250
Collision deductible:	\$500

Meets Washington minimum statutory liability requirements

This confirmation of coverage neither affirmatively nor negatively amends, extends or alters the coverage given by the policy issued by Garrison Property and Casualty Insurance Company.

Thank you for choosing us for your auto insurance needs. If you have questions, please call us at 210-531-USAA (8722), our mobile shortcut #8722 or 800-531-8722.

Thank you,

Garrison Property and Casualty Insurance Company



Garrison Property and Casualty Insurance Company, 9800 Fredericksburg Road, San Antonio, Texas 78288

Garrison Property and Casualty Insurance Company, a subsidiary of USAA Casualty Insurance Company, is authorized to use the USAA logo, a registered trademark of United Services Automobile Association.



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[Privacy Promise](#)

Garrison Property and Casualty Insurance Company, 9800 Fredericksburg Road, San Antonio, Texas 78288



We know what it means to serve.®

Insurance · Banking · Investments · Retirement · Advice

93127-0111

Exhibit D

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King County

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

REQUEST FOR PROPOSALS

ADVERTISED DATE: MAY 30, 2018

Request for Proposal Title: State Government Relations Consultant

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

RFP Number: 1139-18-VLN

Due Date: June 13, 2018- 2:00 p.m.

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

Alternate Buyer: Linda McKinly linda.mckinly@kingcounty.gov 206- 263-9701

No Pre-Proposal Conference

Sealed proposals are hereby solicited and will only be received by:
King County Procurement and Payables 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

Company Headquarters Located in State/Province of

Prime Proposer SCS Certification number (if applicable see Section II, E & **Attachment A** 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 and Payables Section at 401 Fifth Avenue, 3rd Floor, Seattle, Washington, 98104, no later than 2:00 p.m. on the date noted above. 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) 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 **Wednesday, June 6, 2018** 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 Council..
- 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 are 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.**

NOTE: Documents and other information are available in alternate formats for individuals with disabilities upon advance request by calling the Procurement Receptionist at 206-263-9400 or TTY711.

- 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 and Payables 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 be for one (1) year from the start date of the contract. The term of the contract may be extended for two (2) additional one-year periods for a total contract duration of three (3) years, 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. 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 “**Solicitations and Bids**” under the for Business menu on the left hand side of the page.

King County Procurement and Payables 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 “Solicitations and Bids” web page. There you can view the web pages either as a guest or by logging-in as a registered vendor. Search for 1139-18 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. Responsible Contracting

Note that the County will issue the “King County Responsibility Detail & Attestation Form” to the top ranked Proposer, who will then complete the form and return it to the County within a time period to be specified in the transmittal.

Contractor Responsibility – Compliance with Federal, State and Local Law

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

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

X. Exhibit A – Sample Contract

Attached as Exhibit A is a copy of a sample contract for Technical Services, 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.

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 2019 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 policy objectives set forth in the state legislative agenda. At the direction of county government relations staff, this may include meetings with department staff and county officials to understand and develop legislation, testimony, and detailed legislative strategies.
- 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.
- 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, 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 - 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:
 - a. Applicant's experience and working relationship with state legislative leadership and with King County's state legislative delegation.
 - b. Applicant's advocacy experience, if any, for General County Government issues, including: Taxes and Revenue; Transportation & Infrastructure; Growth Management and Land Use; Water, Sewer, Solid & Hazardous Waste; Environmental Protections & Regulation; Criminal Justice & Corrections; Human Services; and Public Health & Health Reform Implementation.
 - c. Applicant's experience in advocating for fiscal and policy objectives with state executive and legislative branches. Detail outcomes.
 - d. List of three references for which you have performed similar advocacy services, within the last three years, including names, email addresses and phone numbers.
 - e. A client list from 2016-2018 and any known clients for 2019.

PART D - EVALUATION CRITERIA

Proposals will be ranked according to the following criteria:

Evaluation Criteria	Possible Points
Experience advocating for fiscal and policy objectives with executive and legislative branches of state government.	35
Demonstrated working relationship with legislative leadership and King County's state legislative delegation	35
Extent of experience advocating county 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 – Selection Committee (Optional)	50
Oral Interview – King County Councilmembers (Optional)	50
Total Points Available Written and Oral Interviews	200

If an award is not made based on the written evaluations alone, King County may elect to conduct interviews with the top-ranked proposers. If interviews are conducted by the selection committee, they will be worth a total of 50 points. If interviews are conducted with King County Councilmembers, 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.

PART E - KING COUNTY CONTRACTING OPPORTUNITIES PROGRAM (SEE ATTACHMENT A)

Attachment A – SCS Submission Form must be completed to be eligible to receive available points for SCS participation. Include one original and one copy of the completed SCS Submission Form, and include this document as the first page of your submission.

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 206-477-9734.

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

1. If the Prime Proposer is a Certified SCS firm and includes its SCS certification number on the SCS Submission Form (**Attachment A**), the Proposer shall be eligible to receive the maximum points for this criterion.
2. If the Prime Proposer is not a Certified SCS firm, but will use Certified SCS firms for at least **ten percent (10%)** of the total contract labor hours for the work to be performed in this contract, as identified in the SCS Submission Form (**Attachment A**) that is provided in this document, the Proposer shall be eligible to receive the maximum points for this criterion.

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.

PART F - INSURANCE

The selected Consultants shall furnish, at a minimum, Auto Liability in compliance with the statutory requirements of RCW 46.30.

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.

PART G - 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/procurement/Forms.aspx>.

Complete and submit when requested.

1. Responsibility Detail and Attestation Form

PART H - 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. One (1) original and one (1) copy of **Attachment A** (SCS Submission Form)
6. Two (2) 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 flashdrives also. (Please label your flashdrives with company's name)
7. 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.

URGENT – SEALED BID ENCLOSED
Do Not Delay – Deliver Immediately



King County

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

URGENT

URGENT

Bid No.: RFP 1139-18-VLN
Bid Title: STATE GOVERNMENT RELATIONS CONSULTANT
Due Date:
Vendor:

FOSTER GOVERNMENT RELATIONS

SHAW – GOVERNMENT RELATIONS

June 13, 2018

Request for Proposal

RFP 1139-18-VLN

State Government Relations Consultant

Michael Shaw

5411 40th Ave SW

Seattle, WA 98136

206-595-6108

David Foster

3646 – 48th Ave SW

Seattle, WA 98116

206-372-8523

June 13, 2018

Victoria Nakamichi
King County Procurement and Payables 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 1139-18-VLN) for State Government Relations Consultant for King County. As the current contract lobbyists and former long time employees and representatives of local government, we would be honored to continue to be a part of the team working to enhance the economic vitality and quality of life for the population of King County.

We have the skills, contacts and experience to support King County in Olympia and throughout the state as needed. Together we have over forty years of direct lobbying in Olympia and nearly fifty years of working in and for local and state government. We have both represented large governments and a broad range of clients that cover all of the issue areas discussed in the 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
June 13, 2018
Page 2

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

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

Sincerely,

David Foster

Michael Shaw

Executive Summary

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

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

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

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

Qualifications

David Foster:

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

In late 2006, David Foster left the City of Seattle to start *Foster Government Relations* with clients that have included 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, King County, 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.

Michael Shaw:

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

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

DAVID FOSTER

PROFESSIONAL EXPERIENCE

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

EDUCATION

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

MICHAEL E. SHAW

Shaw- Government Relations - Providing lobbying services since 1999

Formed by Michael Shaw in 1999, Shaw – Government Relations is the premiere public entity lobbying firm in Washington State. Based in Seattle, but with an office in the Washington Counties Building 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, Shaw – Government Relations is known for providing value to its clients.

PRIOR PROFESSIONAL EXPERIENCE

WASHINGTON STATE ASSOCIATION OF COUNTIES- Policy Director

Olympia, Washington

November 1996 - November 1999

Represented Washington's 39 counties before the state legislature. Responsible for initiating and developing strategic planning efforts in both public and legislative arenas. Liaison between WSAC and the Office of Financial Management, the Department of Transportation, the Department of Revenue, the Department of Social and Family Services, and the Department of Corrections. In 1999, given responsibility for all transportation issues impacting counties.

KING COUNTY - Director, Government Relations

Seattle, Washington

December 1995 - November 1996

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

SENATE REPUBLICAN CAUCUS - Staff Counsel and Floor Attorney

Olympia, Washington

January 1993 - December 1995

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

KING COUNTY PROSECUTOR'S OFFICE -Deputy Prosecutor

Seattle, Washington

September 1988 - January 1993

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

EDUCATION

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

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

PROFESSIONAL AFFILIATIONS

Washington State Bar Association
Third House

Related Work

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

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

Together David Foster and Michael Shaw have successfully represented King County for the past six years covering all relevant issue areas. Some examples of their work, directly from the legislative agenda, include ensuring that the local option MVET was included in the 2013 and 2014 transportation proposals and that Sound Transit's \$15 billion revenue authority was contained in the final approved 2015 transportation package. They have also helped to steer legislation to fold the Ferry District into a general King County responsibility, pass the Cultural Access revenue authority, and allow future Hotel/Motel taxes related to housing to be used for bonding purposes.

In 2018, Foster and Shaw successfully lobbied the following bills for King County:

- ITA video conferencing. SB 6124 authorized courts to use video conferencing during ITA hearings but allow the defense counsel to request an in-person hearing.
- Law enforcement and fire fighter employment. Currently, a potential sheriff's deputy or fire fighter must be a citizen. SB 6145 expanded civil service qualifications so lawful permanent residents can apply to be law enforcement officers and fire fighters.
- Local property tax exemption. House Bill 2597, sponsored by Rep. Pat Sullivan and championed by Sen. Manka Dhingra, allows cities and counties to apply the existing exemptions for seniors, veterans, and people with disabilities to local levies.

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

Services Provided

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

- 1) **Develop a state legislative agenda and an action plan.** Working for a variety of clients big and small Foster and Shaw has a great deal of experience developing legislative agendas including the past six years working on behalf of King County. We will meet with and work directly with the elected officials in King County as well as the staff that perform the day to day operations to ensure all parties have the information needed to build a strong and ultimately successful agenda.
- 2) **Advise the County Council, Executive and staff.** As part of developing the agenda, it is important to reach out to individuals and organizations that may have similar and/or different interests. Foster and Shaw have worked closely with many groups in Olympia including but not limited to the WA State Association of Counties, Association of WA Cities, Association of WA Business as well as legislators throughout the state. We will look for and inform the Council, Executive and staff of areas of shared interest and possible roadblocks
- 3) **Maintain contact with the King County legislative delegation.** Due to our lengthy careers in Olympia, Foster and Shaw frequently meet with legislators in King County and throughout Washington State, including leadership of both parties, committee chairs, and also with the State departments and key executive staff. These meetings help to inform not just the legislative agenda development but the planning and strategy that go along with implementing the agenda. These meetings continue throughout the legislative session.
- 4) **Monitor the state legislature and executive branch.** Much of lobbying is being available when opportunity arises so Foster and Shaw actively follow any and all pertinent meetings and would maintain a presence in Olympia during the November (Senate) and December (House) committee days and any potential special session in the fall of 2018.
- 5) **Reporting.** Foster and Shaw believe that the best way to ensure success with King County's legislative agenda is to provide and expect straight-forward communication to both the client and the elected officials with whom we work, ensuring that all parties fully understand the issues at hand. At a minimum, this would entail weekly correspondence with the King County Council's and Executive's Directors of Government Relations as well as with the appropriate elected officials. In most cases, the communication will be much greater and will include frequent in person meetings, phone calls, e-mail and written reports as needed or as requested.
- 6) **Addressing the King County agenda.** To help ensure King County's priorities are addressed by the Washington State Legislature it is important to develop a strong agenda as early as possible. This will allow the lobbyists and staff to prepare legislation, line up sponsors, flush out proponents and opponents, and line up hearing dates. It is also important to maintain clear lines of communication with legislators at all levels so that when (not if) a problem arises and immediate action is required we can respond accordingly.

- 7) **Issue areas.** As long-time lobbyists representing various governments and organizations, Foster and Shaw have unique breadth of knowledge of all aspects of county government including but not limited to budgets, taxes and revenue, transportation and infrastructure, growth management and land use, utilities, environment, criminal justice health and human services and general government practices. We have extensive knowledge and proven work in all of these issues areas including positive working relationships with the appropriate legislative leaders.

Proposal Costs

During the first four years, David Foster and Michael Shaw received \$10,933.33 per month. During the last two years, the contract was reduced to \$9,000 in order to provide communications resources for a sustainable funding initiative. Going forward, Foster and Shaw propose a monthly fee of \$11,000; the first increase in this contract in six years. All transportation, assorted supply costs and other incidentals were borne by Foster and Shaw as independent contractors. Any costs unforeseen by either party would be subject to future discussion.

References

David Foster

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

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

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

Michael Shaw

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

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

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

Clients Lists

David Foster

Clients 2016-18:

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

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

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

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

Communities In Schools of Washington: 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.

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

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

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

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

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

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

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

Clients expected for 2019:

Campaign for Tobacco Free Kids
Intercity Transit (Thurston County)
FareStart
KinderCare
King County
Pacific Science Center
Seattle Aquarium Society
Washington State Alliance of Y's

Michael Shaw

Clients 2016-18:

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

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

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

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

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

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

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


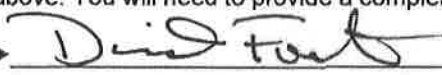
American Public Works Association. Starting during the 2013 session, I work on issues pertaining to public infrastructure funding and construction issues.

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

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

Clients expected for 2019:

Aladdin Bail Bonds
American Heart Association
American Planners Association
American Public Works Association
American Society for the Prevention of Cruelty to Animals
King County
Pierce County
Washington Association of Boundary Review Boards
Washington Association of County Officials
Washington Federation of Animal Control Agencies
Washington State Transit Association

 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) Foster Government Relations		
Business Type <input type="checkbox"/> Association <input type="checkbox"/> C-Corporation <input type="checkbox"/> S-Corporation <input type="checkbox"/> Disregarded Entity <input type="checkbox"/> Division <input type="checkbox"/> Government <input type="checkbox"/> Individual <input type="checkbox"/> Limited Liability Company: Enter tax classification (C=C-Corporation, S=S-Corporation, P=Partnership) <input type="checkbox"/> _____ <input type="checkbox"/> Non Profit <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Sole Proprietor <input type="checkbox"/> Trust/Estate		
Business Registration Information Enter where you are registered to do business and the corresponding State Registration Number State: Washington Registration Number: 602650138		
Purchasing Location Information Physical Address 3646 - 48th Ave SW		
City , State, and Zip Seattle, WA 98116		
Remittance Information 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 David Foster		
Tax Reporting Address 3646 - 48th Ave SW		
Tax Reporting City, State, and Zip Seattle, WA 98116		
Tax Identification Number, Employer Identification Number or Social Security Number (enter numbers only):		
<p>Under penalties or perjury, I certify that:</p> <ol style="list-style-type: none"> 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. <p>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.</p> <p>Sign Here </p> <p>Print Name of Signer David Foster Date Signed 07/20/2018</p>		

Instructions

This form shall be completed and certified by the highest ranked Proposer or low responsive Bidder.

Submit Form Electronically

Submit this form electronically (pdf) via email to the Buyer or Contract Specialist identified on page one (1) of the solicitation document.

Attestation Requirement

By completing and signing this Responsibility Detail & Attestation Form, the Proposer/Bidder certifies that the information contained within and any additional information requested by the County, is true and complete.

The Proposer's/Bidder's failure to disclose the required information or the submittal of false or misleading information may result in the rejection of the Proposer's proposal/Bidder's bid, revocation of award, or contract termination, and/or may impact the Proposer's/Bidder's ability to bid on future projects with King County.

Responsibility Detail & Attestation Form

1 Procurement Information

State Government Relations Consultant RFP - 1139-18-VLK
procurement title procurement number
Foster Government Relations
proposer / bidder business name

2 Financial Resources & Responsibility

1. Within the previous three (3) years, has your firm been the debtor in a bankruptcy?

yes no _____
if yes, explain

2. Is your firm in the process of or in negotiations to be sold?

yes no _____
if yes, explain

3. Within the previous three (3) years, has your firm been debarred from contracting with any local, state or federal government agency?

yes no _____
if yes, explain

4. Within the previous three (3) years, has your firm been determined to be non-responsible for any government contract?

yes no _____
if yes, explain

5. Within the previous three (3) years, has a governmental or private entity terminated your firm's contract prior to contract completion?

yes no _____
if yes, explain

6. Within the previous three (3) years, has your firm used a subcontractor to perform work on a government contract when that subcontractor has been debarred by a governmental agency?

yes no _____
if yes, explain

3 Environmental Responsibility

1. Within the previous three (3) years, has the Proposer/Bidder been found in violation of any environmental laws? Environmental laws shall mean any federal, state, or local statute, regulation, code, rule, ordinance, order, judgement, decree, injunction, or common law pertaining in any way to the protection of human health, safety, or the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9602 et seq. ("CERCLA"); the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq. ("RCRA"); the Washington State Model Toxics Control Act, RCW chapter 70.105D ("MTCA"); the Washington Hazardous Waste Management Act, RCW chapter 70.105; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Washington Water Pollution Control Act, RCW chapter 90.48, and any laws concerning above ground or underground storage tanks.

yes no _____
if yes, explain

4 Worker Safety Responsibility

1. Within the previous three (3) years, has the Proposer/Bidder been found by the Department of Labor and Industries, Division of Occupational Safety and Health (DOSH), to have violated any state occupational safety and health regulations as detailed in 29 CFR part 1952 subpart A?

yes no _____
if yes, explain



King County

Department of Executive Services
Finance & Business Operations Division
(206) 263-9400

continue on next page



Instructions

This form shall be completed and certified by the highest ranked Proposer or low responsive Bidder.

Submit Form Electronically

Submit this form electronically (pdf) via email to the Buyer or Contract Specialist identified on page one (1) of the solicitation document.

Attestation Requirement

By completing and signing this Responsibility Detail & Attestation Form, the Proposer/Bidder certifies that the information contained within and any additional information requested by the County, is true and complete.

The Proposer's/Bidder's failure to disclose the required information or the submittal of false or misleading information may result in the rejection of the Proposer's proposal/Bidder's bid, revocation of award, or contract termination, and/or may impact the Proposer's/Bidder's ability to bid on future projects with King County.

5 Labor Laws

1. Within the previous three (3) years, has the Proposer/Bidder been found by the Department of Labor and Industries to have violated a state wage payment law, including willful violation of a wage payment requirement as defined in RCW chapter 49.48.082, and any provision of RCW chapter 49.48 or 49.52, or had a civil judgement entered against your firm for violation of a state wage payment law?

yes no _____
if yes, explain

2. Within the previous three (3) years, has the Proposer/Bidder been found by the Department of Labor and Industries to have violated a state minimum wage law, including violation of a minimum wage payment requirement as defined in RCW chapter 49.46, or had a civil judgement entered against your firm for violation of a state minimum wage law?

yes no _____
if yes, explain

6 Rules & Regulations

1. Within the previous three (3) years, has your firm been found to have violated any anti-discrimination laws or regulations, whether they be local, state or federal?

yes no _____
if yes, explain

2. Within the previous three (3) years, has any principal, officer or employee who will perform any of the work for the County been convicted of a crime?

yes no _____
if yes, explain

3. If a license is required to perform the services sought by this solicitation, within the previous three (3) years has your firm or any principal, officer or employee who will perform work for the County had a license suspended by a licensing agency or been found to have violated licensing laws?

yes no _____
if yes, explain

4. Within the previous three (3) years, has the Proposer/Bidder been found to have violated ethical standards set forth in King County Code (KCC 3.04)?

yes no _____
if yes, explain

5. Is there any other information that the County should be aware of regarding you or your firm's history with financial, criminal or legal history that has bearing on the work that the County is considering you to perform?

yes no _____
if yes, explain

7 Human Trafficking

1. Within the previous three (3) years, has the Proposer/Bidder been found in violation of the Trafficking Victims Violence Prevention Act of 2000?

yes no _____
if yes, explain

8 Responsibility Attestation

The information provided herein is true and complete.

X David Foster
signature of authorized representative

07/20/2018
date

David Foster
print name

Owner
title

King County Consultant Disclosure



King County

King County Ethics Program
Office of Risk Management Services
600 4th Avenue, Suite 320
Seattle, WA 98104
206.263.7821 ♦ TTY Relay 711
program.ethics@kingcounty.gov

Please read carefully. No payment will be made to the Consultant until this form has been filed with the Contract and 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 CON 7-1-3-EP, Contracting for Procurement of Goods and Services (Excluding Professional Services and Public Works), who has information to disclose pursuant to the questions below, shall complete and file this disclosure form with the King County Ethics Program at Mail Stop / ADM-ES-0320, 500 4th Avenue, Room 320, Seattle, WA 98104. Use additional pages, if necessary.

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. 2.93.030, 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.
Incomplete forms will be returned.**

Today's Date: 07/20/2018

Contract Number: RFP 1139-18-VLN-State Government Relations Consultant
Contract* 6031977 Amount of Contract: \$11,000 per month

Consultant Name: Foster Government Relations

Address: 3646 - 48th Ave SW Phone Number 206-372-8523

City: Seattle State WA Zip Code: 98116

Effective Date of Contract: September 1, 2018 Expiration Date of Contract: August 30, 2019

Type of Services Contracted: State Government Relations Consultant

Contracting County Dept.: Legislative Branch Division: Council

County Contact Person: Mac Nicholson

Contact Work Phone: 206-218-7510 Mail Stop: KCC-CC-1200

- 1 List the name of any former King 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 King 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 King 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 King 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 any position(s) on any King 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: _____

6 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 immediately family and the consultant other than disclosed above?

If none, check this box:

Declaration

1, David Foster (print name), declare under penalty of perjury under the laws of the State of Washington that the foregoing is true, complete, and correct.

Signature:  Title: Owner

Signed this 20th day of (Month), July 20 18

at Seattle (City) WA (State)

**Alternate Formats Available
206-263-7821 TTY Relay 711**



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

Equal Benefits Compliance Worksheet

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

Contractor Name: David Foster Email: davidfoster9@gmail.com Solicitation#: 1139-18-VLN
 Contact Person: David Foster Phone Number: 206-372-8523 Contract#: 6031977
 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.

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Employee Benefit	THESE THREE COLUMNS MUST MATCH			
	Employees	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.

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.

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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	THESE THREE COLUMNS MUST MATCH			
	Employees	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.

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Equal Benefits Compliance Declaration

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

I, David Foster on behalf of David Foster
 (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 5th day of Sept, 20 18 at King Co, WA

David Foster

Signature

Name (Please print)

Principal

Title

3646 - 48th Ave SW Seattle, WA 98116

Address