



# King County

## REQUEST FOR PROPOSAL

RFP # KC001093

### Federal Government Relations Consultant

**Contract Specialist:** Stephanie Wong, [swong@kingcounty.gov](mailto:swong@kingcounty.gov), 206-477-5914

**Alternate Contract Specialist:** Mark McClurkin, [mmclurkin@kingcounty.gov](mailto:mmclurkin@kingcounty.gov), 206-848-0961

In order to participate in a solicitation, all interested firms must register in the  
E-Procurement Supplier Portal:

<https://kingcounty.gov/depts/finance-business-operations/procurement/for-business/register.aspx>

A Guide to Respond to E-Procurement Solicitation can be found by following the link below:

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

## **SECTION 1 INSTRUCTION TO PROPOSERS, PROPOSAL EVALUATION AND CONTRACT AWARD**

### **1.1 Introduction**

King County is soliciting proposals from interested and qualified federal government relations consultants to provide services that will allow King County officials to stay abreast of developments on a broad range of issues considered by Congress and federal agencies per Section 2 Scope of Work/Requirements. The purpose of this Request for Proposals (RFP) is to establish a contract to provide goods and/or services.

The total term of the Contract will be up to five (5) years, subject to the termination clauses contained herein. King County reserves the right to extend the Contract term if determined to be in the best interest of the County.

### **1.2 Communications**

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

### **1.3 Deadline for Questions**

All questions and any explanations about this RFP must be requested in writing and sent via email to the Contract Specialist and Alternate Contract Specialist no later than seven (7) Days prior to the close date specified in the solicitation.

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

### **1.4 Addenda and Clarifications**

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

If an addendum is issued after you have submitted a response to a solicitation, Proposer must acknowledge each addendum and resubmit your response. To ensure the County receives the most recent response submitted, Proposer shall ensure the submittal remains on Active status. Addendum Notification, Response, Revise and Resubmit instructions may be found in Sections 4 & 5 of the E-Procurement Supplier Guide found at <https://kingcounty.gov/~media/depts/finance/procurement/Documents/eprocurement-supplier-guide-solicitation.ashx?la=en>

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

## **1.5 Late Proposals**

The County's E-Procurement Portal will not allow late Proposals or modifications of submission after the close date and time specified for receipt. Proposers shall assume full responsibility for ensuring electronic delivery of Proposals on or before the close date and time as specified.

## **1.6 Document Holders**

A list of suppliers that have expressed interest in this solicitation can be viewed at the following website: <https://kingcounty.gov/depts/finance-business-operations/procurement/for-business/solicitation-resources.aspx>.

## **1.7 Proposal Submittal Procedure**

King County registered Suppliers interested in proposing on current solicitations must log in to their E-Procurement Supplier Portal to successfully submit a proposal through the E-Procurement system. King County will only accept electronic submittals in response to this RFP within the E-Procurement system prior to the published Close Date and Time. Proposals that do not conform to the requirements specified herein shall be rejected.

Proposers shall use the "Create a Response" button to submit proposals in the E-Procurement system. File size is limited to 25 megabytes. Proposers may zip the files to reduce file size or split files to meet the size limitations. Proposals shall be limited to the documents specified in Section 1.15 Proposal Content; any documents other than those requested (e.g., marketing materials) will be removed and not evaluated.

Instructions on how to submit a proposal electronically are provided at:

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

## **1.8 No Pre-proposal Conference**

## **1.9 Cancellation of RFP or Postponement of RFP Closing**

The County reserves the right to cancel the RFP at any time. The County may change the date and time for submitting Proposals prior to the date and time established for submittal via an Addenda.

## **1.10 Examination of RFP Documents**

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

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

### **1.11 Modifications of Proposal or Withdrawal of Proposal Prior to Proposal Close Date**

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

### **1.12 Proposal Withdrawal After Proposal Close Date**

Except for claims of error granted by the County, no Proposer may withdraw a proposal after the close date and time established for submitting proposals, or before the award and execution of a Contract pursuant to this RFP, unless the award has been delayed for a period exceeding the period for proposal effectiveness.

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

### **1.13 Error and Administrative Corrections**

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

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

### **1.14 Proposal Response Instructions**

- A. Proposals shall address the questions pertaining to the Scope of Work as described throughout the RFP and in the order presented identifying the proposal questions by number. Proposals need to be specific, detailed and straight forward using clear, concise, easily understood language and speaks to the proposer's approach, commitment and ability to perform the services described in the RFP.
- B. Proposers answering the proposal questions shall examine the entire Request for Proposal document including the instructions, terms and conditions, specifications applicable standards and regulations. Responses should stay within the page limit and focus on similar experience your company has previously provided. Proposer may include active, informative and up-to-date web links in their proposal, but web content should not substitute full and complete responses to the questionnaire. Failure to do so shall be at the proposer's risk.

### **1.15 Proposal Content**

Submit an electronic proposal and attachments via the E-Procurement Portal in the Requirement sections of the RFP. Where page limits are identified, limit responses to the maximum number of pages indicated; for the purposes of this RFP, a "page" is 8.5" x 11" with 1" margins and a font size of at least 11 points.

The proposal shall contain the following items and follow the sequence outlined below:

- A. **Equal Benefit Compliance Worksheet**, if requesting alternative or non-compliance, <https://kingcounty.gov/~media/depts/finance/procurement/forms/equal-benefits-worksheet-declaration.ashx?la=en>.
- B. **Submittal Letter** (two (2) pages maximum): An introductory letter signed by the Proposer that contains relevant information about the Proposer and an executive summary or overview of proposal. The letter must include the Proposer's legal name, State of Incorporation, UBI number (if applicable), Federal Tax ID number, and Unique Entity Identifier (UEI) number (if applicable) and identify a single point of contact and their contact information for all communications related to the proposal.
- C. **Proposer's Response to RFP Questions**
  1. Detailed description of the Proposer's qualifications (four (4) pages maximum).
  2. A brief resume summarizing the qualifications and experience of each team member assigned to the King County federal government relations advocacy program, including the identification of the lead individual who will have the most interaction with the County.
  3. Proposal (ten (10) pages maximum). The proposals shall include:
    - a. A proposed action plan for the development and implementation of the County's Federal Legislative Agenda.
    - b. Demonstrated evidence that the consultant has knowledge of the issue areas described in the advocacy service section of the RFP Section 2 Scope of Work.
    - c. Demonstrated experience in developing strategy for gaining support of legislation and budget appropriations.
    - d. Demonstrated experience in coalition building.
    - e. Demonstrated specific plan of action and detailed personnel assignments in the policy areas of transportation and wastewater treatment.
    - f. Demonstrated evidence regarding the consultant's knowledge and system to meet the requirements for monitoring and reporting described in the RFP Section 2 Scope of Work.
    - g. Demonstrated skills to develop and implement the County's Federal Legislative Agenda and grant appropriations services as described in the RFP Section 2 Scope of Work.
    - h. The consultant's pricing and billing structure. Describe costs to meet the requirements outlined above.
    - i. A list of three (3) references, with contact information, from which the proposer has performed similar services within the last three (3) years.
    - j. A client list from 2019 to current.
- D. **King County Contracting Opportunities Program** (Attachment A – SCS Submission Form)

- E. **Contract Agreement (Exhibit 1):** If applicable, identify any exceptions to terms and conditions and attachments. All proposed changes shall be tracked using the tracking changes feature in Microsoft Word® and submitted in native Word format.

### 1.16 Evaluation Criteria and Proposal Scoring

- A. Each proposal has a total possible score of **150 points** with the points assigned as follows:

No.	Evaluation Criteria	Max. Points
1	Proposed action plan for development and implementation of the County's federal legislative agenda and demonstrated familiarity with the County's federal legislative issues and ability to provide grants appropriations services. Special consideration will be given to transportation.	25
2	Demonstrated working relationship with the administration, Washington State's congressional delegation, congressional leadership and key staff and federal agency officials.	25
3	Extent of experience advocating federal issues before Congress and federal agencies, including past record of achieving legislative programs and issues for clients. There is particular interest in their knowledge and experience in transportation and other top priority agency appropriations.	30
4	Pricing: Demonstrated value of proposal for services rendered relative to proposed costs.	10
5	Small Contractors and Suppliers (Refer to Attachment A - Small Contractors and Suppliers (SCS) Submission Form)	10
	<b>Total possible Written</b>	<b>100</b>
6	Interviews and Demonstrations, if needed	50
	<b>Total Evaluation</b>	<b>150</b>

- B. Each criteria listed above will be given a weighted score from 0 to 5 based on the points listed above to determine their overall value. The 0 to 5 scores represent the following:
- 0 = 0% Did not provide a response to the requirement.
  - 1 = 20% Far below expectations, a poor response that minimally meets the requirements.
  - 2 = 40% Below expectations, a fair response that meets the requirements in an adequate manner. Demonstrates an ability to comply with guidelines, parameters, and requirements with no additional information put forth by the proposer.
  - 3 = 60% Meets expectations, a good response that meets all the requirements and has demonstrated in a clear and concise manner a thorough knowledge and understanding of the subject matter. An average or slightly above average performance with no apparent deficiencies noted.

4 = 80% Exceeds expectations, a very good response that provides useful information, while showing experience and knowledge within the category. Proposal is well thought out and addresses all requirements set forth. The proposer provides insight into their expertise, knowledge, and understanding of the subject matter.

5 = 100% Far exceeds expectations, a superior response that is highly comprehensive, excellent reply that meets all requirements of the areas within that category. Considered to be an excellent standard, demonstrating the proposer's authoritative knowledge and understanding of the project.

- C. SCS will be scored on an all-or-nothing basis. The maximum number of points will be awarded to proposers meeting the requirements for SCS participation and completing the Attachment A – SCS Submission Form. Zero points will be awarded to proposers not meeting the requirements.
- D. If an award is not made based on the written evaluation alone, King County may elect, at its own option, to conduct interviews. If interviews are conducted, they will be worth a total of fifty (50) points. Firms selected to be interviewed will be notified in writing. Instructions for the interview process will be included in the written notification. Final award would be based on the sum total of the written and oral evaluations.

#### **1.17 Compliance with RFP, Terms, Attachments and Addenda**

- A. The County intends to award a Contract based on the terms, conditions, attachments and addenda contained in this RFP. Proposers shall submit proposals, which respond to the requirements of the RFP.
- B. The County reserves the right to reject any proposal for any reason including, but not limited to, the following:
  - 1. Any proposal, which is incomplete, obscure, irregular or lacking necessary detail and specificity;
  - 2. Any proposal that has any qualification, limitation, exception or provision attached to the proposal;
  - 3. Any proposal from Proposers who (in the sole judgment of the County) lack the qualifications or responsibility necessary to perform the Work;
  - 4. Any proposal submitted by a Proposer which is not registered or licensed as may be required by the laws of the state of Washington or local government agencies;
  - 5. Any proposal, from Proposers who are not approved as being compliant with the requirements for equal employment opportunity; and
  - 6. Any proposal for which a Proposer fails or neglects to complete and submit any qualifications information within the time specified by the County.
- C. In consideration for the County's review and evaluation of its proposal, the Proposer waives and releases any claims against the County arising from any rejection of any or all proposals, including any claim for costs incurred by Proposers in the preparation and presentation of proposals submitted in response to this RFP.
- D. Proposals shall address all requirements identified in this RFP. In addition, the County may consider proposal alternatives submitted by Proposers that provide cost savings or

enhancements beyond the RFP requirements. Proposal alternatives may be considered if deemed to be in the County's best interests. Proposal alternatives shall be clearly identified.

### **1.18 Acceptance of Contracts and Attachments**

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

### **1.19 Forms Required before Contract Signing**

The top ranked Proposer shall submit, within five (5) Days of notification from the County, the applicable documents, insurance, bonds, sworn statements, and other requirements prior to award.

- Certificate of Insurance and Endorsement – Have Insurance Agent e-mail to Contract Specialist evidence of insurance from insurer(s) satisfactory to the County certifying to the coverage of insurance set forth in the Draft Contract, Section 3.4 Insurance Requirements.
- Responsibility Detail & Attestation Form – If determined to be the highest ranked, proposer will complete the form and return it to the County, <https://kingcounty.gov/~media/depts/finance/procurement/forms/responsibility-detail-and-attestation-form.ashx?la=en> (if applicable)

### **1.20 Cost of Proposals and Samples**

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

### **1.21 Collusion**

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

### **1.22 Proposal Price and Effective Date**

- A. The proposal price shall include everything necessary for the prosecution and completion of Work under the Contract including but not limited to furnishing all materials, equipment, supplies, tools, plant and other facilities and all management, supervision, labor and service, except as may be provided otherwise in this RFP. Proposed Prices shall include all freight charges, FOB to the designated delivery point. Washington State sales/use taxes and Federal excise taxes shall not be included in the proposal price. The County shall pay any Washington State sales/use taxes applicable to the Contract price or tender an appropriate amount to the Contractor for payment to Washington State. The County is



exempt from Federal excise taxes. All other government taxes, duties, fees, royalties, assessments and charges shall be included in the Proposal price.

- B. The County shall pay any Washington State sales/use taxes applicable to the Contract price or tender an appropriate amount to the Contractor for payment to Washington State. The County is exempt from Federal excise taxes. All other government taxes, duties, fees, royalties, assessments and charges shall be included in the Proposal price. Said exemption is made pursuant to Chapter 32 of the Internal Revenue Code and Registry No. A-1 02374. When requested, an exemption certificate will be furnished.
- C. In the event of a discrepancy between the unit price and the extended amount for a proposal item, the County reserves the right to clarify the Proposal.
- D. The proposal shall remain in effect for One Hundred and Twenty (120) Days after the proposal due date, unless extended by agreement.

### **1.23 Proposal Evaluation and Contract Award**

- A. The County will evaluate proposals using the criteria set forth in this RFP. If deemed necessary, written and/or oral discussions, site visits or any other type of clarification of proposal information may be conducted with those Proposers whose proposals are found to be potentially acceptable. Identified deficiencies, technical requirements, terms and conditions of the RFP, costs or prices, and clarifications may be included among the items for discussion. The discussions are intended to give Proposers a reasonable opportunity to resolve deficiencies, uncertainties and clarifications as requested by the County and to make the cost, pricing or technical revisions required by the resulting changes. In addition, the County may request additional business and administrative information.
- B. The County may find that a Proposer appears fully qualified to perform the Contract or it may require additional information or actions from a Proposer. In the event the County determines that the proposal is not within the Competitive Range the County shall eliminate the proposal from further consideration.
- C. The evaluation of Proposers' proposals and additional information may result in successive reductions of the number of proposals that remain in the Competitive Range. If applicable to the procurement, the firms remaining in the Competitive Range may be invited to continue in the proposal evaluation process, and negotiations.
- D. Upon completion of discussions, the County may issue to all remaining potentially acceptable Proposers within the competitive range a request for Best and Final Offers. The request shall include notice that discussions are concluded, an invitation to submit a revised proposal with a Best and Final Offer, and a new submittal date and time.
- E. The County may enter negotiations with one or more Proposers to finalize Contract terms and conditions. Negotiation of a Contract shall be in conformance with applicable federal, state and local laws, regulations and procedures. The objective of the negotiations shall be to reach agreement on all provisions of the proposed Contract. In the event negotiations are not successful, the County may reject proposals.
- F. The County reserves the right to make a Contract award without written and/or oral discussions with the Proposers and without an opportunity to submit Best and Final

Offers when deemed to be in the County's best interests. Contract award, if any, shall be made by the County to the responsible Proposer whose proposal best meets the requirements of the RFP, and is most advantageous to the County, taking into consideration price and the other established evaluation factors. The County is not required to award a Contract to the Proposer offering the lowest price. The County shall have no obligations until a Contract is signed between the Proposer and the County. The County reserves the right to award one or more contracts as it determines to be in its best interest.

#### **1.24 Responsive and Responsible**

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

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

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

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

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

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

#### **1.25 Financial Resources and Auditing**

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

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

## **1.26 Sustainable Purchasing Policy**

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

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

## **1.27 Equal Benefits**

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

## **1.28 Single Proposal Receipt**

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

## **1.29 News Releases**

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 King County.

## **1.30 Public Disclosure of Proposals**

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

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

If a Proposer does not take such action within said period, the County will post the materials to the Solicitation Resources page, <https://kingcounty.gov/depts/finance-business-operations/procurement/for-business/solicitation-resources.aspx>, after contract execution. By

submitting a proposal, the Proposer assents to this procedure and shall have no claim against the County.

### **1.31 Protest Procedures**

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

## **SECTION 2 SCOPE OF WORK/TECHNICAL REQUIREMENTS**

### **2.1 Introduction**

The King County Executive and the King County Council jointly oversee the government relations advocacy program. 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 federal government. In keeping with this policy, the King County Executive and the King County Council are requesting proposals from federal government relations consultants for contract services beginning on September 1, 2024, with options for annual contract renewal for an additional four (4) years. 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 the amount of work to be performed by the consultant.

### **2.2 Scope of Services**

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

#### **A. Advocacy Services**

1. The consultant will allocate 30% of their effort to infrastructure, focusing on transportation and wastewater treatment. King County, as part of the Central Puget Sound, is considered to be one of the worst congested areas in the United States. Additionally, King County's wastewater treatment system needs significant federal partnership to replace and upgrade aging facilities. Special emphasis on how King County preserves current funding streams, establishes new funding streams, and successfully competes for major projects is a requirement of this RFP.
2. The consultant will work with the King County Executive, the King County Council and County staff to develop a federal legislative agenda, an action plan to implement the legislative agenda, and lobby the relevant decision makers to achieve the goals set in the legislative agenda.
3. The consultant shall advise the King County Executive, the King County Council and County staff with respect to proposed legislation including the timing and nature of direct contacts with Congress and the federal administration.
4. The consultant will maintain regular contact with the Administration, Washington State's congressional delegation, congressional leadership, key congressional committee staff, and federal agency officials involved in development of legislation and regulation, and grant funding for King County.
5. The consultant will prepare briefing materials to be presented to congressional staff, federal agencies, and stakeholder groups on behalf of the County. The consultant will be required to set up meeting schedules with members of Congress,

congressional staff, federal agencies and stakeholder groups on behalf of King County elected officials and staff.

6. **Issues/Areas Covered by Advocacy Services**

- a. Agriculture
- b. Climate Change
- c. Criminal Justice
- d. Economic Development
- e. Equity and Social Justice, including pay equity
- f. Energy
- g. Environmental Protection
- h. Forestry
- i. Growth Management
- j. Health and Human Services
- k. Homeland Security
- l. Housing
- m. Human Trafficking
- n. Immigration Reform
- o. Internet Taxation
- p. Job Training
- q. Medicaid Reform and Expansion
- r. Mental Health
- s. Public Health
- t. Puget Sound Partnership
- u. Social Security Reform
- v. Solid Waste & Wastewater Treatment
- w. Substance Abuse
- x. Taxation and Municipal Finance
- y. Telecommunications, Including 911
- z. Transportation
- aa. Threatened and Endangered Species
- bb. Water Resources

*Advocacy items may be added to the government relations advocacy program at any time throughout the contract.*

**B. Monitoring and Reporting Services**

1. The consultant will monitor actions by Congress and federal agencies on all issues of concern to the County. The consultant will attend meetings of stakeholder organizations and national organizations regarding topics of interest to King County.
2. The consultant will provide status reports to the King County Executive, the King County Council, and County staff on relevant issues and prepare memoranda and other information as requested by the county.
3. The consultant will provide a comprehensive regular report on its activities and the status of the County's federal legislative agenda to elected King County officials and key staff.
4. **Issues/Areas Covered by Monitoring and Reporting**

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

- a. Agriculture
- b. Climate Change
- c. Criminal Justice
- d. Economic Development
- e. Energy
- f. Environmental Protection
- g. Equity and Social Justice, including pay equity
- h. Forestry
- i. Growth Management
- j. Health and Human Services
- k. Homeland Security
- l. Housing
- m. Human Trafficking
- n. Immigration Reform
- o. Internet Taxation
- p. Job Training
- q. Medicaid Reform and Expansion
- r. Mental Health
- s. Public Health
- t. Puget Sound Partnership
- u. Social Security Reform
- v. Solid Waste & Wastewater Treatment
- w. Substance Abuse
- x. Taxation and Municipal Finance

- y. Telecommunications, Including 911
- z. Transportation
- aa. Threatened and Endangered Species
- bb. Water Resources

*Monitoring and reporting items may be added to the government relations advocacy program at any time throughout the contract.*

**C. Grant Appropriations Services**

1. The consultant shall inform the County of grant opportunities for various departments through regular and timely notification of grant programs.
2. The consultant shall assist in the securing of federal grants, including working closely with County departments, elected officials, and community partners, where appropriate.
3. **Top priorities for the consultant's federal grant efforts shall include:**
  - a. Criminal Justice
  - b. Environmental protection
  - c. Global Warming/Climate Change
  - d. Housing
  - e. Health
  - f. Human services
  - g. Social services
  - h. Transportation

**D. Coalition Building Services**

1. The consultant shall assist the Executive and the County Council in building relationships within the National Association of Counties, the American Public Transportation Association, and other groups as requested.
2. The consultant shall identify other relationships to benefit the County Council and Executive in achieving the County's federal legislative agenda.
3. When appropriate, the consultant will work with other local and state government agencies in an effort to cooperatively lobby Congress on issues of interest to King County.

**2.3 Reporting Structure**

The King County Executive's Director of Federal Relations and the King County Council's Director of Government Relations will supervise consultant services. After execution of a contract, all correspondence will be mailed, e-mailed or faxed as follows:

**A. Billing:**

King County Executive



Chinook Building  
MS: CNK-EX-0800  
401- 5<sup>th</sup> Avenue, Suite 800  
Seattle, WA 98104-1818  
(206) 263-1905 – PHONE  
(206) 296-0194 – FAX

**B. Reporting:**

King County Executive  
Chinook Building  
MS: CNK-EX-0800  
401- 5<sup>th</sup> Avenue, Suite 800  
Seattle, WA 98104-1818  
(206) 263-1905 - PHONE  
(206) 296-0194 – FAX

Metropolitan King County Council  
King County Courthouse  
MS: KCC-CC-1200  
516 – 3<sup>rd</sup> Avenue, Room 1200  
Seattle, WA 98104-3272  
(206) 296-1000 – PHONE  
(206) 296-0198 – FAX

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

**2.4 Fees and Expenses**

- A. The monthly fee for the services described in this RFP will be up to \$20,000.00 including expenses.
- B. King County reserves the right to contract with a single agency for all lobbying services or to use multiple agencies for its lobbying services and will negotiate fees accordingly.
- C. Monthly reports and invoices shall be sent to King County by the consultant by the fifth day of each month for the monthly fee relating to the preceding month.



## SMALL CONTRACTOR AND SUPPLIER (SCS) SUBMISSION FORM

---

RFP Title: Federal Government Relations Consultant

RFP Number: KC001093

---

The purpose of the King County Contracting Opportunities Program is to maximize the participation of Small Contractors and Suppliers (SCS) using rating points in the award of King County competitively solicited contracts for the acquisition of goods and services.

To be eligible for the SCS evaluation points, Proposers submitting as SCS prime or including SCS firms as sub-contractors must complete all pages of this form (type or print).

---

### **SCS participation goal: 10% of the total contract value**

---

Prime Proposer Company Name

---

To be counted towards the SCS goal, the proposed Certified Small Business(es) must be certified as:

- Small Contractor and Supplier (SCS), certified by King County, **OR**
- Minority-Owned Business Enterprises (MBE), certified by the Washington State Office of Minority and Women's Business Enterprise (OWMBE), **OR**
- Woman-owned Business Enterprises (WBE), certified by OWMBE, **OR**
- Minority Woman-owned Business Enterprises (MWBE), certified by OWMBE, **OR**
- Combined Business Enterprises (CBE), certified by OWMBE, **OR**
- Socially & Economically Disadvantaged Business Enterprises (SEDBE), certified by OWMBE.

A directory of firms certified by King County is available at: <https://kingcounty.diversitycompliance.com/>

A directory of firms certified by the OWMBE is available at: [www.omwbe.wa.gov](http://www.omwbe.wa.gov).

In the evaluation of submittals, evaluation points will be allotted for SCS participation. Refer to the Evaluation Criteria and Proposal Scoring section to find the SCS evaluation points for this contract. After tabulation of the selection criteria points for all prime Submitters, the SCS evaluation points shall be added to the score of all submittals that meet at least one of the two following sub-criterion below.

Note: The term "Certified Small Business" means any business that has one of the certifications listed

on page 1 of this form.

1. Prime Proposer is a Certified Small Business. If the Prime Contractor is a Certified Small Business and includes their certification number on the Form, the Proposer shall be eligible to receive the maximum points for this criterion.
2. Prime Proposer is NOT a Certified Small Business but includes Certified Small Business participation. If the Prime Proposer is not a Certified Small Business but will use Certified Small Businesses and commits to meeting the SCS Participation Goal listed on page 1 of this Form, either through labor, goods, or services, the Proposer shall be eligible to receive the maximum points for this criterion.

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

SCS participation shall be counted only for Certified Firms 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 Certified Small Business has the management and technical expertise to perform using its own workforce and resources.

**As part of the submission, the Consultant declares the following (check one):**

- Proposer IS a Certified Small Business (Complete Table 1 on the following page.)**
- The Proposer is not a Certified Small Business but includes Certified Small Business participation as part of their proposal (Complete Table 2 on the following page.)**
- Proposer is NOT a Certified Small Business and does NOT include any Certified Small Business participation as part of its proposal.**

(Duplicate this page to add additional certified firms as needed.)

**Table 1**

Prime Contractor (if Prime is a Certified Small Business)	SCS or OMWBE Certification #	Contact Name / Phone

**Table 2**

<b>Sub-Contractor Name</b>	<b>SCS or OMWBE Certification #</b>	<b>Contact Name / Phone</b>
<b>Work to be performed:</b>		<b>Percent applied towards SCS Goal:</b>
<b>Sub-Contractor Name</b>	<b>SCS or OMWBE Certification #</b>	<b>Contact Name / Phone</b>
<b>Work to be performed:</b>		<b>Percent applied towards SCS Goal:</b>
<b>Sub-Contractor Name</b>	<b>SCS or OMWBE Certification #</b>	<b>Contact Name / Phone</b>
<b>Work to be performed:</b>		<b>Percent applied towards SCS Goal:</b>
<b>Total Percent Applied Towards SCS Goal:</b>		

A Proposer's failure to complete and submit this form as instructed, may result in forfeiture of the points available for this criterion, even if there is other evidence in the proposal for small business participation.



**THIS CONTRACT** KC001093 ("Contract") (CPA 6XXXXXX) is entered into by **KING COUNTY**, Washington, a political subdivision of the State of Washington (the "County"), and \_\_\_\_\_ (the "Contractor"), whose address is \_\_\_\_\_. The County is undertaking certain activities related to Federal 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:
  - Statement of Work ..... Exhibit A
  - Price Attachment ..... Exhibit B
  - Certificate(s) of Insurance and Policy Endorsement ..... Exhibit C

**II. CONTRACT TERM**

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

**III. CONTRACT AMOUNT**

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

The parties executing this Contract have authority to sign and bind its represented party to this Contract.

**COMPANY NAME**

**KING COUNTY**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name and Title (Print or Type)

\_\_\_\_\_  
Name and Title (Print or Type)

Date Accepted: \_\_\_\_\_

Date Accepted: \_\_\_\_\_

DRAFT

## TERMS AND CONDITIONS

### Section 1 DEFINITIONS

#### 1.1 Definitions

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

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

BDCC	The Business Development and Contract Compliance section in King County Finance and Business Operations Division.
SMALL CONTRACTOR OR SUPPLIER OR "(SCS)" -	A business that has met the eligibility criteria and has been certified by King County as an SCS-certified business.
CERTIFIED SCS FIRM	A business that has applied for participation in King County's Contracting Opportunities Program and has been certified as an SCS by the King County BDCC office or meets the eligibility requirements of SCS Fast-Track Certification.
FAST TRACK CERTIFICATION	A business that is certified by the OMWBE with any of the certifications listed and automatically eligible for SCS certification: <ul style="list-style-type: none"> <li>A. Minority-Owned Business Enterprises (MBE), OR</li> <li>B. Woman-owned Business Enterprises (WBE), OR</li> <li>C. Minority Woman-owned Business Enterprises (MWBE), OR</li> <li>D. Combined Business Enterprises (CBE), OR</li> <li>E. Socially &amp; Economically Disadvantaged Business Enterprises (SEDBE).</li> </ul>

**Section 2 GENERAL PROVISIONS**

**2.1 Administration**

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

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

**2.2 Acceptance of Work**

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

**2.3 Warranty**

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



## 2.4 Contractor Name or Tax Structure Change

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

- A. Any official announcements from the firm's representative(s) regarding the changes;
- B. A new King County W-9, located at:  
<https://www.kingcounty.gov/~media/depts/finance/procurement/forms/KC-W9.ashx?la=en>. Instructions for completing the document can be found at:  
[https://www.kingcounty.gov/~media/depts/finance/procurement/forms/KC-W9\\_Instructions\\_for\\_Business.ashx?la=en](https://www.kingcounty.gov/~media/depts/finance/procurement/forms/KC-W9_Instructions_for_Business.ashx?la=en)
- C. A current statement, listing of unfilled orders and electronic versions of all outstanding invoices and credit memos at the time of the change shall be provided to the Contract Specialist as soon as possible.

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

## 2.5 Payment Procedures; Prompt Payment of Subcontractors

For Work Accepted by the County the Contractor shall furnish invoices to King County **[insert agency, contact name, phone, email and mailing address]** and [invoices.ap@kingcounty.gov](mailto:invoices.ap@kingcounty.gov). All invoices shall contain the following information:

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

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

For services, identify specific deliverables, and/or hourly rates, hours worked, total hours or related fees.

The Contractor shall send the original invoice to the Bill-To address on the purchase order. The County will take advantage of any prompt payment discount terms bid. Discount periods shall be extended if the invoice is returned for credit or correction.

When a purchase order is issued against the Contract that has the potential for multiple or partial deliveries, a separate invoice shall be generated for each completed delivery accepted by the County.

Failure to comply with these requirements or to provide an invoice in conformance with the Contract may delay payment.

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.

Upon acceptance of payment, the Contractor waives any claims for the goods or services covered by the Invoice. No advance payment shall be made for the goods or services furnished by Contractor pursuant to the Contract.

King County will not be bound by prices contained in an invoice that are higher than those in the currently approved price list. If a price increase has not been accepted in writing by King County, the invoice may be rejected and returned to the Contractor for a correction.

## **2.6 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-Bellevue 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.

## **2.7 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 Contract Amendment Section.

## 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	COMPANY NAME
Project Manager Name-	[Contact Name]
Address	Address
Address	Address
Seattle, WA	[City], [State]
206-	[Telephone Number]
<a href="mailto:xxxxxx@kingcounty.gov">xxxxxx@kingcounty.gov</a>	[Email Address]
	[Fax Number]

## 2.11 Certification Regarding Debarment, Suspension and Other Responsibility Matters

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

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

## **Section 3      LEGAL RELATIONS; INDEMNITY AND INSURANCE**

### **3.1      Independent Status of Contractor**

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

### **3.2      Indemnification and Hold Harmless**

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County, the Contractor shall indemnify and hold harmless the County, its officers, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incident to the Work provided by or on behalf of the Contractor. This indemnification obligation shall include, but is not limited to, all claims against the County by an employee or former employee of the Contractor or its Subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under any industrial insurance act, including Title 51 RCW, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In addition, the Contractor shall protect and assume the defense of the County and its officers, agents and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such Work; and shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by the County on account of such litigation or claims. In the event that the County incurs any judgment, award and/or expense or cost, including attorney fees, arising from the provisions of this Section 3.2, or to enforce the provisions of this Section 3.2, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor.

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

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

### **3.3      Evidence and Cancellation of Insurance**

A. Prior to execution of the Contract, the Contractor shall furnish the County certificates of insurance and endorsements certifying the issuance of all insurance required by this Contract. All evidence of insurance shall be signed by a properly authorized officer, agent, general agent or qualified representative of the insurer(s), shall certify the name of the insured(s), the type and amount of insurance, the location and operations to which the insurance applies, the inception and expiration dates, contract or RFP number, shall specify the form number of any endorsements issued to satisfy this Contract's insurance requirements, and shall state that the County shall receive notice at least thirty (30) Days prior to the effective date of any cancellation, lapse or material change in the policy. Similar documentation confirming renewal of required insurance shall be provided on each insurance renewal date. All insurance renewal certificates shall be sent to the County Project Manager.

- B. The County reserves the right to require complete, certified copies of all required insurance policies, including all endorsements and riders, which may be redacted of any confidential or proprietary information. Contractor shall deliver such polices to the County within five (5) Days of County's request.
- C. Failure to provide such insurance in a timeframe acceptable to the County shall enable the County to suspend or terminate the Contractor's Work hereunder in accordance with Contract provision regarding "Termination for Convenience/Default/Non-appropriation."
- D. County's receipt or acceptance of Contractor's or any Subcontractor's evidence of insurance at any time without comment or objection, or County's failure to request certified copies of such insurance, does not waive, alter, modify, or invalidate any of the insurance requirements set forth in this Section or, consequently, constitute County's acceptance of the adequacy of Contractor's or any Subcontractor's insurance or preclude or prevent any action by County against Contractor for breach of the requirements of this Section.

DRAFT

### 3.4 Insurance Requirements

- A. Contractor shall purchase and maintain, at its sole cost and expense, the minimum insurance set forth below. By requiring such minimum insurance, County does not and shall not be deemed or construed to have assessed the risks that may be applicable to Contractor, or any Subcontractor, under this Contract, or in any way limit County's potential recovery to insurance limits required hereunder. To the contrary, this Contract's insurance requirements may not in any way be construed as limiting any potential liability to County or County's potential recovery from Contractor. Contractor and any Subcontractor shall assess their own risks and if they deem appropriate and/or prudent, maintain greater limits and/or broader coverage.
- B. Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage shall 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.
- C. Each insurance policy shall be written on an "occurrence" basis/form; excepting insurance for professional liability (errors and omissions), and/or pollution liability; and/or cyber liability (technology errors and omissions). Professional liability (errors and omissions), pollution liability, and cyber liability (technology errors and omissions) required by this Contract is acceptable on a "claims made" basis/form.
- D. If coverage is approved and purchased on a "claims made" basis/form, the coverage provided under that insurance shall be maintained through: (i) consecutive policy renewals for not less than three (3) years from the date of completion of the Work which is subject of this Contract or, if such renewals are unavailable, (ii) the purchase of a tail/extended reporting period for not less than three (3) years from the date of completion of the Work which is the subject of this Contract. All insurance written on a "claims made" basis/form must have its policy inception or retroactive date be no later than the Effective Date of the Contract, unless otherwise approved in writing by the County's Risk Management Office.
- E. Minimum Scope and Limits of Insurance
- The Contractor shall maintain the following types of insurance and minimum insurance limits:
1. Commercial General Liability: \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate for bodily injury, personal and advertising injury, and property damage. Coverage shall be at least as broad as that afforded under ISO form number CG 00 01. Such insurance shall include coverage for, but not limited to premises liability, products and completed operations, ongoing operations, and contractual liability. Limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy and satisfy all other requirements applicable to liability insurance including but not limited to additional insured status for the County.
  2. Professional Liability (Errors and Omissions): \$1,000,000.00 per claim and in the aggregate.

3. Workers Compensation: Workers Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this Work by applicable Federal or "Other States" State Law.
4. Employers Liability or "Stop Gap" coverage: \$1,000,000.00 each occurrence and shall be at least as broad as the protection provided by the Workers Compensation policy Part 2 (Employers Liability), or, in monopolistic states including but not limited to Washington, the protection provided by the "Stop Gap" endorsement to the commercial general liability policy.

F. Other Insurance Provisions and Requirements

All insurance policies purchased and maintained by Contractor and any Subcontractor required in this Contract shall contain, or be endorsed to contain the following provisions:

With respect to all liability policies except professional liability (errors and omissions), cyber liability (technology errors and omissions, and workers compensation):

1. The County, its officials, employees, and agents shall be covered as additional insured for full coverage and policy limits as respects liability arising out of activities performed by or on behalf of the Contractor, its agents, representatives, employees, contractor(s), or subcontractor(s) in connection with this Contract. Additional Insured status shall include products-completed operations CG 20 10 11/85 or its substantive equivalent. **The County requires a copy of the additional insured endorsement(s) to complete the Contract.**

With respect to all liability policies (except workers compensation):

- a. Coverage shall be primary insurance as respects the County, its officials, employees, and agents. Any insurance and/or self-insurance maintained by the County, its officials, employees, or agents shall not contribute with any Contractor's or Subcontractor's insurance or benefit the Contractor or any Subcontractor, or their respective insurers in any way.
- b. Insurance shall expressly state that it applies separately to each insured and additional insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of insurer's liability.

G. Deductibles/Self-Insured Retentions

Any deductible and/or self-insured retention of the policies shall not in any way limit County's right to coverage under the required insurance, or to Contractor's or any Subcontractor's liability to the County and shall in all instances be the sole responsibility of Contractor and any Subcontractor, even if no claim has actually been made or asserted against Contractor or Subcontractor.

H. Acceptability of Insurers

Unless otherwise approved by the County, insurance is to be placed with insurers with an A.M. Best rating of no less than A:VIII.

Professional Liability (errors and omissions) insurance may be placed with insurers with an A.M. Best rating of no less than B+:VII.

If at any time any of the foregoing policies fail to meet the above stated requirements, 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 review.

I. Subcontractors

Contractor shall include all Subcontractors as insureds under its policies or, alternatively, the Contractor must require each of its Subcontractors to procure and maintain appropriate and reasonable insurance coverage and insurance limits to cover each of the Subcontractor's liabilities given the Subcontractor's scope of work and the services being provided herein. To the extent reasonably commercially available, insurance maintained by any Subcontractor must comply with the specified requirements of Sections 3.3 and 3.4 (inclusive) above, including the requirement that all liability insurance policies (except professional liability and workers compensation) provided by the Subcontractor(s) must include County, its officials, agents and employees as additional insured for full coverage and policy limits. Contractor is obligated to require and verify that each Subcontractor maintains the required insurance and ensure County is included as additional insured. Upon request by the County, and within five (5) business days, Contractor must provide evidence of each Subcontractor(s) insurance coverage, including endorsements.

J. 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, the Contractor agrees that, unless otherwise specified, any information required to be disclosed below shall cover the period twenty-four months before and including the date of filing the sworn statement.
1. No County employee or any member of the County employee's immediate family holds an office or directorship in the Contractor;
  2. No County employee or any member of the County employee's immediate family has a financial interest in the Contractor as identified below:
    - a. Ownership of over five percent of the stock or other form of interest in the Contractor; and
    - b. Receipt of any compensation, gift or thing of value from the Contractor;
  3. No officer or director of the Contractor has had a position on any County board or commission, whether salaried or unsalaried, in the five years immediately preceding the present Contract.
  4. Absent authorization for alternative compliance as referenced below, failure to comply with this provision shall be considered a material breach of this Contract and may subject the Contractor to administrative sanctions and remedies for breach.
  5. Any other information known to the Contractor about any interest or relationship whatsoever between any County employee, including any member of his or her immediate family, and the Contractor, other than what is designated above.
  6. Alternative Compliance. If a Contractor is seeking authorization from King County for alternative compliance with the requirements of the King County Consultant

Disclosure, the Contractor must complete and return a King County Consultant Disclosure Form to King County. The Consultant Disclosure Form can be found at: <https://kingcounty.gov/~media/depts/risk-management/documents/financial-disclosure-consultant.ashx?la=en>

7. All contracts between the Contractor and the County in the five years immediately preceding the presently contemplated contract, including the amount of money paid by the County to the Contractor, is maintained by Procurement & Payables.

## **Section 5 RECORDS AND AUDITS**

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

#### **A. Retention of Records**

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

#### **B. Audit Access**

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

### **5.2 Audit Exception**

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

### **5.3 Federal Funding Audit**

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

### **5.4 Public Records Requests**

This Contract shall be considered a public document and will be available for inspection and copying by the public in accordance with the Public Records Act, chapter 42.56 RCW (the "Act"). If the Contractor considers any portion of any record provided to the County under this Contract, whether in electronic or hard copy form, to be protected under law, the Contractor

shall clearly identify each such portion with words such as “CONFIDENTIAL,” “PROPRIETARY” or “TRADE SECRET” (collectively, “DESIGNATED MATERIAL”). If a request is made for disclosure of DESIGNATED MATERIAL, the County will determine whether the DESIGNATED MATERIAL is subject to disclosure under the Act. If the County, in its judgment, determines the DESIGNATED MATERIAL is arguably exempt, the County will notify the Contractor of the request and allow the Contractor ten (10) business days to obtain a court order enjoining release in accordance with RCW 42.56.540. If the Contractor fails or neglects to take such action within said period, the County will release the portions of the DESIGNATED MATERIAL deemed by the County to be subject to disclosure. The County shall not be liable to the Contractor for releasing records, including DESIGNATED MATERIAL, in response to a public records request. The Contractor is advised that pricing extended to the County and overly broad designations of confidentiality, for example, covering information publicly available on the Contractor’s website, are not considered to be a DESIGNATED MATERIAL.

## **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. **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 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.

G. **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.**

H. **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 may be obtained by visiting the King County's Contracting Opportunities Program Website address: <https://kingcounty.gov/BDCC> or contacting the BDCC office at [scscertification@kingcounty.gov](mailto:scscertification@kingcounty.gov).

### **Utilization Requirements and Compliance**

1. SCS Utilization Requirements. The Contractor shall ensure that at least the SCS Utilization Requirement percent identified in the Contractor's Proposal of the total value of the Contract, as amended shall be performed by Certified firms over the life of this Agreement.
2. Amendments to Contract. If the total price for all executed work is increased as a result of adding additional Work, the Contractor shall ensure that at least the SCS Utilization Requirement percent identified in Contractor's Proposal of the total value of the Contract, as amended, shall be performed by Certified firms over the life of this Agreement.
3. Counting SCS Participation. The County will only count the participation of Certified Firms towards the percent requirement in Contractor's Proposal that perform a commercially useful function according to custom and practice in the industry. A commercially useful function is defined as a specific Scope of Work the SCS has the management and technical expertise to perform using its own workforce and resources.
4. A Certified Firm may further subcontract a portion of the work, provided that the majority of work (at least 30% of the subcontract amount) is actually being performed by the Certified Firm that has the contract. No credit will accrue for a Certified SCS Firm acting merely as a passive conduit of funds to a Non-Certified SCS Firm.
  - a. If a Certified Firm is performing at least 30% of the subcontract amount, 100% of the subcontract amount will be counted.
  - b. No credit shall accrue to a Certified Firm that subcontracts more than 70% of its work.
5. Compliance with the SCS Utilization Requirements
  - a. Contractor's compliance with the SCS Utilization Requirements is a material condition of the Contract. Business Development and Contract Compliance (BDCC) will evaluate the Contractor's compliance with the SCS Utilization Requirement against the of the total value of the Contract, as amended over the life of this Agreement.
  - b. If during the term of the Contract, the Contractor determines that it will be unable to comply with the SCS Utilization Requirement, the Contractor shall make a written request for a reduction or modification of the requirement to BDCC at [opportunity@kingcounty.gov](mailto:opportunity@kingcounty.gov). The email shall be titled "Request for Modification of SCS utilization requirement". The request shall include the contract number, contract title and written documentation of all factors that contributed to the

Contractor's inability to comply with the SCS Utilization Requirements, including, but not limited to the following:

- 1) A summary of tasks completed by Certified Firms on the Project, and an explanation of any shortfall in SCS Work identified in the proposal and Contract documents for performance by Certified SCS Firms;
- 2) Efforts made to identify additional SCS subcontracting opportunities remaining on the Project, or on an ongoing basis, for performance by Certified SCS Firms;
- 3) Outreach and solicitation of proposals from additional Certified Firms for work on the project; and
- 4) Project factors that reduced or restricted the ability of Certified Firms to perform their committed Work.

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

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

### **Diversity Compliance Management System (DCMS) Reports**

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

- a. Payment Reports for Subcontractor and Suppliers. The Contractor must submit Payment Reports for all subcontractors and suppliers electronically using the DCMS.
  - (1) Once work has commenced, the Contractor shall submit a Payment Report for subcontractor and suppliers detailing amounts paid to each subcontractor and supplier for the previous invoice not later than the 15th day of the month.
  - (2) The Contractor shall notify and instruct all subcontractor and suppliers performing Work to date, to sign into the DCMS and verify payments received for each reporting period.
- b. Upon completion of all Work and as a condition precedent to final payment, the Contractor shall complete the last Payment Report and identify this document as

“final” and submit this document into the DCMS. The final Payment Report must list the name of and dollar amount paid to each subcontractor and supplier used by the Contractor. Failure to submit the final Payment Report may result in withholding of payments or the final payment.

- c. Add Subcontractor and Suppliers. The Contractor shall add all firms used on the Project electronically using the DCMS.
- d. The Contractor must submit other information as requested by the County to verify firms working on the Project and compliance with requirements for the use of certified firms. The County may add, delete, or change the information required by the Contractor, as necessary.

## **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 Contract Specialist 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 Contract Specialist 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 Contract Specialist and Project Manager of the claim, or requested additional documentation, whichever is later.

In the event the Contractor disagrees with the determination of the Contract Specialist 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 Contract Specialist or Project Manager. Failure to comply



precisely with the time deadlines under this Section 8.1 as to any claim and appeal shall operate as a waiver and release of that claim and appeal and an acknowledgment of prejudice to the County.

## **8.2 Mediation and Arbitration**

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

## **8.3 Applicable Law and Forum**

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

## **Section 9 TERMINATION**

### **9.1 Termination for Convenience/Default/Non-Appropriation**

#### **A. Termination for Convenience**

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

#### **B. Termination for Default**

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

1. A "notice to cure" shall be served on the Contractor by certified or registered first class mail in accordance with Section 2.12. The Contractor shall have ten (10) Days from the date of receipt to cure the default or provide the County with a detailed written plan for review and acceptance, which indicates the time and methods needed to bring the Work into compliance and cure the default.
2. If the Contractor has not cured the default or the plan to cure the default is not acceptable to the County, the County may terminate the Contract by serving a "notice of termination" in accordance with Section 2.12 setting forth the manner in which the Contractor is in default and the effective date of termination.
3. The Contractor shall only be paid for Work performed and Accepted less any damages to the County caused by or arising from such default. All termination payment requests are subject to an analysis of cost or price by the County to verify compliance with the Contract, applicable laws and regulations.

4. The termination of this Contract shall in no way relieve the Contractor from any of its obligations under this Contract nor limit the rights and remedies of the County hereunder in any manner.

C. Termination for Non-Appropriation

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

## **Section 10 MISCELLANEOUS**

### **10.1 Other Public Agency Orders**

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

### **10.2 Assignment**

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

### **10.3 Force Majeure**

The term "force majeure" shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, terrorism, fire, accidents, shutdowns for purpose of emergency repairs, industrial, civil, or public disturbances, causing the inability to perform the requirements of this Contract. If any party is rendered unable, wholly or in part, by a force majeure event to perform or comply with any obligation or condition of this Contract, upon

giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. In the event the Contractor ceases to be excused pursuant to this provision, then the County shall be entitled to exercise any remedies otherwise provided for in this Contract, including termination for default.

#### **10.4 HIPAA – Protecting Patient Privacy**

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

#### **10.5 No Third-Party Beneficiary**

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

#### **10.6 Severability**

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

#### **10.7 Non-Waiver of Breach**

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

#### **10.8 Background Checks**

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

Contractor personnel needing access to secure areas, records, or systems may be required to complete a security/background check by the County. The County may require Contractor’s employees, agents, consultants or Subcontractors to complete a brief questionnaire and complete fingerprinting as part of the investigation process. The required background check will review and evaluate driving records, criminal records, employment histories, military records, personal and employment references and related information. Contractor staff failing the background check may, at the sole discretion of the County, be restricted from working within secured areas or with County systems in any capacity. The Contractor will assign alternative staff who have passed the background check to meet the requirements of the Contract.

### **End of Terms and Conditions**