

# Contract for Technical Services



Department of Executive Services  
Finance and Business Operations Division  
**Procurement and Contract Services Section**  
206-263-9400 TTY Relay: 711  
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|                               |  |                     |   |
|-------------------------------|--|---------------------|---|
| <b>Contract No.:</b>          | <u>T03327T</u>                         | <b>Department:</b>  | <u>Council</u>  |
| <b>Federal Taxpayer I.D.:</b> | <u>[REDACTED]</u>                      | <b>Consultant:</b>  | <u>Two Medicine Communications<br/>Public Affairs Consulting<br/>Len McComb &amp; Jim Hedrick</u> |
| <b>Amount:</b>                | <u>\$ 131,200.00</u>                   | <b>Fund Source:</b> | <u>General</u>  |
| <b>Duration:</b>              | <u>1/1/2011</u>                        | <b>To:</b>          | <u>12/31/2011</u>   |
| <b>Services Provided:</b>     | <u>Governmental Relations Advocacy</u> |                     |   |

**THIS CONTRACT** is entered into by **KING COUNTY** (the "County"), and Two Medicine Communications (the "Consultant"), whose address is 2255 Wildwood Rd., Curtis, WA 98538 The County is undertaking certain activities related to State Governmental Relations Advocacy, and the County desires to engage the Consultant to render certain services in connection with such undertakings of the County,

**NOW, THEREFORE**, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and do mutually agree as follows:

## I. CONTRACT DOCUMENT

The Consultant shall provide services and comply with the requirements set forth herein. The Contract shall consist 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 Amendments executed pursuant to Section XVIII herein.
2. Contract for Technical Services, which includes:
  - Scope of Services .....Attached hereto as Exhibit A
  - Consultant Disclosure Form (K.C.C. 3.04).....Attached hereto as Exhibit B
  - Equal Benefits Compliance Declaration.....Attached hereto as Exhibit C
  - Certificate(s) of Insurance and Policy Endorsement .....Attached hereto as Exhibit D
  - W9 Form (if required) .....Attached hereto as Exhibit E
  - List of Subconsultants and/or Suppliers (if applicable).....Attached hereto as Exhibit F
  - Final Affidavit of Amount(s) Paid (if applicable).....Attached hereto as Exhibit G
3. Request for Proposal (and any addenda)
  - .....Attached hereto as Exhibit I
4. Consultant's Proposal
  - .....Attached hereto as Exhibit J

## II. DURATION OF CONTRACT

This Contract shall commence on the 1<sup>st</sup> day of January, 2011, and shall terminate on the 31<sup>st</sup> day of December, 2011, unless extended or terminated earlier, pursuant to the terms and conditions of the Contract.

### III. COMPENSATION AND METHOD OF PAYMENT

- A. The County shall reimburse the Consultant for satisfactory completion of the services and requirements specified in this Contract in an amount not to exceed \$131,200.00, payable in the following manner:

Equal monthly lump sum payments of \$10,933.33 for satisfactory completion of the prior month's tasks.

- B. The Consultant shall submit its final invoice and such other documents as are required pursuant to this Contract within ten (10) calendar days of completion of the Scope of Services. Unless waived by the County in writing failure by the Consultant to submit the final invoice and required documents will relieve the County from any and all liability for payment to the Consultant for the amount set forth in such invoice or any subsequent invoice.
- C. If the Consultant fails to comply with any terms or conditions of this Contract or to provide in any manner the work or services agreed to herein, the County may withhold any payment due the Consultant until the County is satisfied that corrective action, as specified by the County, has been completed. This right is in addition to and not in lieu of the County's right to terminate this Contract as provided in Section IV below.

### IV. TERMINATION

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

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

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

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

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

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

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

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

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

## V. MAINTENANCE OF RECORDS

- A. The Consultant shall maintain, and shall require any subconsultant to maintain, accounts and records, including personnel, property, financial, and programmatic records and such other records as may be deemed necessary by the County to ensure proper accounting for all contract funds and compliance with this Contract. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this Contract. The Consultant shall make such documents available to the County for inspection, copying, and auditing upon request.
- B. All records referenced in subsection (A) shall be maintained for a period of six (6) years after completion of work or termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14, or unless a longer retention period is required by law.
- C. The Consultant shall provide access to its facilities, including those of any subconsultant, to the County, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract.
- D. The Consultant agrees to cooperate with the County or its designee in the evaluation of the services provided under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluation shall be maintained and disclosed in accordance with RCW Chapter 42.17.
- E. If the Consultant received a total of \$500,000.00 or more in federal financial assistance during its fiscal year from the County, and is a non-profit organization or institution of higher learning or a hospital affiliated with an institution of higher learning, and is, under this Contract, carrying out or administering a program or portion of a program, it shall have an independent audit conducted of its financial statement and condition, which shall comply with the requirements of GAAS (generally accepted auditing standards), GAO's Standards for Audits of Governmental Organizations, Programs, Activities and Functions and OMB Circulars A-133 and A-128, as amended and as applicable. Consultants receiving federal funds from more than one County department or division shall be responsible for determining if the combined financial assistance is equal to or greater than \$500,000.00. The Consultant shall provide one copy of the audit report to each County division providing federal financial assistance to the Consultant no later than six (6) months subsequent to the end of the Consultant's fiscal year.

## VI. CORRECTIVE ACTION

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

- A. The County will notify the Consultant in writing of the nature of the breach;
- B. The Consultant shall respond in writing within three (3) working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified

deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Contract into compliance, which date shall not be more than ten (10) days from the date of the Consultant's response; unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;

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

## VII. ASSIGNMENT/SUBCONTRACTING

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

## VIII. HOLD HARMLESS AND INDEMNIFICATION

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

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by or on behalf of the Consultant, its employees and/or others due to this Contract. The Consultant shall protect, indemnify, defend and save harmless the County and its officers, agents and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Consultant's failure to pay any such compensation, wages, benefits or taxes; and/or (2) the supplying to the Consultant of work, services, materials, and/or supplies by Consultant employees or other suppliers in connection with or in support of the performance of this Contract.

- B. The Consultant further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception that occurs due to the negligence, intentional act and/or failure for any reason to comply with the terms of this Contract by the Consultant, its officers, employees, agents, and/or representatives. This duty to repay shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract, or the Termination section.
- C. The Consultant shall protect, defend, indemnify, and save harmless the County, [and the State of Washington (when any funds for this Contract are provided by the State of Washington)], their officers, employees, and agents from any and all costs, fees (including attorney fees), claims, actions, lawsuits, judgments, awards of damages or liability of any kind, arising out of or in any way resulting from the negligent acts or omissions of the Consultant, its officers, employees, sub-consultants of any tier and/or agents. The Consultant agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, sub-consultants of any tier or agents.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this paragraph C, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in an unfair trade practice.

- D. For purposes of paragraphs A and C above, the Consultant, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.
- E. In the event the County incurs attorney fees and/or costs in the defense of claims within the scope of paragraph A and C above, such attorney fees and costs shall be recoverable from the Consultant. In addition, King County shall be entitled to recover from the Consultant its attorney fees, and costs incurred to enforce the provisions of this section.
- F. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Contract.
- G. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this agreement.

## IX. INSURANCE REQUIREMENTS

- A. By the date of execution of this Contract, the Consultant shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property, including products-completed operations that may arise from, or in connection with, the performance of work hereunder by the Consultant, its agents, representative, employees, and/or subconsultants. The Consultant or subconsultant shall pay the cost of such insurance. The Consultant may furnish separate certificates of insurance and policy endorsements from each subconsultant as evidence of compliance with the insurance requirements of this Contract.

For All Coverages:

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

If coverage is approved and purchased on a "claims made" basis, the Consultant warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date of completion of the work which is the subject of this Contract.

By requiring such minimum insurance coverage, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Consultant under this Contract. The Consultant shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

#### B. Minimum Scope Of Insurance

Coverage shall be at least as broad as:

1. General Liability:  
Insurance Services Office form number (CG 00 01 current edition) covering COMMERCIAL GENERAL LIABILITY including Products and Completed Operations.
2. Professional Liability:  
Professional Liability, Errors and Omissions coverage. In the event that services delivered pursuant to this Contract either directly or indirectly involve or require professional services, Professional Liability, Errors and Omissions coverage shall be provided.
3. Automobile Liability:  
Insurance Services Office form number (CA 00 01 current edition) covering BUSINESS AUTO COVERAGE, symbol 1 "any auto"; or the combination of symbols 2, 8, and 9.
4. Workers' Compensation:  
Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington.
5. Employers Liability or "Stop-Gap":  
The protection provided by the Workers Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the General Liability policy.

#### C. Minimum Limits of Insurance

The Consultant shall maintain limits no less than,

1. General Liability: \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit.
2. Professional Liability, Errors and Omissions: \$ N/A
3. Automobile Liability: \$ N/A combined single limit per accident for bodily injury and property damage.
4. Workers' Compensation: Statutory requirements of the State of residency, and
5. Employers' Liability or "Stop Gap" coverage: \$ N/A

#### D. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Consultant's liability to the County and shall be the sole responsibility of the Consultant.

E. Other Insurance Provisions

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

1. All Liability Policies except Workers Compensation and Professional Liability:
  - a. The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Consultant in connection with this Contract.
  - b. The Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees or agents shall not contribute with the Consultant's insurance or benefit the Consultant in any way.
  - c. The Consultant's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
2. All Policies:
  - a. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) calendar days prior written notice, has been given to the County.

F. Acceptability of Insurers

Unless otherwise accepted by the County:

Insurance coverage is to be placed with insurers with a Bests' rating of no less than A: VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.

Professional Liability, Errors and Omissions insurance coverage may be placed with insurers with a Bests' rating of B+:VII. The County must approve any exception.

If at any time any of the foregoing policies fail to meet minimum requirements, the Consultant shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

G. Verification of Coverage

The Consultant shall furnish the County with certificates of insurance and endorsements required by this Contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on forms approved by the County and are to be received and approved by the County prior to the commencement of activities associated with the Contract. The County reserves the rights to require complete, certified copies of all required insurance policies at any time.

If Professional Liability coverage is required under this contract, the Certificate of Insurance provided by the Consultant shall specifically state that the activities required under Contract #T03327T are included under this policy.

H. Subconsultants

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

X. CONFLICT OF INTEREST, NONCOMPETITIVE PRACTICES AND DISCLOSURE

A. Conflict of Interest

By entering into this Contract to perform work, the Consultant represents that it has no interest and shall not acquire any interest that conflicts in any manner or degree with the work required to be performed under this Contract. The Consultant shall not employ any person or agent having any conflict of interest. In the event that the Consultant or its agents, employees or representatives hereafter acquire such a conflict of interest, it shall immediately disclose such conflict to the County. The County shall require that the Consultant take immediate action to eliminate the conflict up to and including termination for default.

B. Contingent Fees and Gratuities

By entering into this Contract to perform Work, the Consultant represents that:

1. No person except as designated by Consultant has been 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 Consultant or any of its 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 enter into any other Contracts with King County for a period of two (2) years.

C. Disclosure of Current and Former County Employees; Disclosure of Interests under KCC 3.04.120

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 Consultant, 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. Consultant 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 transaction may result in the County's termination of this Contract.
3. After Contract award, the Consultant is responsible for notifying the County of current or former County employees who may become involved in the Contract at any time during the term of the Contract.



4. If the Consultant is providing professional or technical services to the county costing in excess of \$2,500.00, then pursuant to K.C.C. 3.04.120, which is incorporated herein by this reference, the Consultant shall file with both the County Executive and the King County Board of Ethics a sworn disclosure statement. The Contractor further agrees to comply with all provisions set out in K.C.C. 3.04.120.

## XI. NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

- A. Nondiscrimination in Employment. During performance of this Contract, the Consultant 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 Consultant will 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. The Consultant's 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 Consultant agrees 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.
- C. Equal Benefits to Employees with Domestic Partners. Pursuant to Ordinance 14823, King County's "Equal Benefits" (EB) ordinance, and related administrative rules adopted by the County Executive, as a condition of award of a contract valued at \$25,000 or more, the Consultant agrees that it shall not discriminate in the provision of employee benefits between employees with spouses, and employees with domestic partners during the performance of this Contract. Failure to comply with this provision shall be considered a material breach of this Contract, and may subject the Consultant to administrative sanctions and remedies for breach.

When the contract is valued at \$25,000 or more, the Consultant shall complete a Worksheet and Declaration form for County review and acceptance prior to Contract execution. The EB Compliance forms, Ordinance 14823 (which is codified at KCC Chapter 12.19), and related administrative rules are incorporated herein by reference. They are also available online at: [http://www.kingcounty.gov/operations/procurement/Services/Equal\\_Benefits.aspx](http://www.kingcounty.gov/operations/procurement/Services/Equal_Benefits.aspx)

- D. Nondiscrimination in Subconsulting Practices. During the term of this Contract, the Consultant shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subconsultants and suppliers, the Consultant 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 Consultant shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination. These laws include, but are not limited to, RCW Chapter 49.60, Titles VI and VII of the Civil Rights Act of 1964, the American with Disabilities Act, and the Restoration Act of 1987. In addition, King County Code 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

shall further comply fully with any equal opportunity requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents.

- F. Small Contractors and Suppliers and Minority and Women Business Enterprises Opportunities. King County encourages the Consultant to utilize small businesses, including Small Contractors and Suppliers (SCS), as defined below, and minority-owned and women-owned business enterprises certified by the Washington state Office of Minority and Women's Business Enterprises (OMWBE) in County contracts. The County encourages the Consultant to use the following voluntary practices to promote open competitive opportunities for small businesses, including SCS firms and minority-owned and women-owned business enterprises:
1. Inquire about King County's Contracting Opportunities Program. King County has established a Contracting Opportunities Program to maximize the participation of Small Contractors and Suppliers (SCS) in the award of King County contracts. The Program is open to all SCS firms certified by King County Business Development and Contract Compliance (BDCC). As determined by BDCC and identified in the solicitation documents issued by the County, the Program will apply to specific contracts. However, for those contracts not subject to the Program or for which the Consultant elected not to participate in the Program during the solicitation stage, the Consultant is still encouraged to inquire voluntarily about available firms. Program materials, including application forms and a directory of certified SCS firms, are available at the following Web-site address: <http://www.kingcounty.gov/bdcc>  
The term "Small Contractors and Suppliers" (SCS) means that a business and the person or persons who own and control it are in a financial condition which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Program is set at fifty percent (50%) of the Federal Small Business Administration (SBA) small business size standards using the North American Industry Classification System and Owners' Personal Net Worth less than \$750K dollars.
  2. Contact the Washington State Office of Minority and Women's Business Enterprises (OMWBE) to obtain a list of certified minority-owned and women-owned business enterprises by visiting their website at <http://www.omwbe.wa.gov/> or by telephone (866) 208-1064 Toll Free.
  3. Use the services of available community organizations, consultant groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses, including SCS firms and minority-owned and women-owned business enterprises.
- G. Record-Keeping Requirements and Site Visits. The Consultant shall maintain, for at least 6 years after completion of all work under this Contract, and permit access by the County to the following:
1. Records of employment, employment advertisements, application forms, other pertinent data and records related to the Contract for the purpose of monitoring, audit and investigation to determine compliance with any equal opportunity requirements set forth in any federal regulations, statutes or rules included or referenced in the Contract documents; and
  2. Records, including written quotes, bids, estimates or proposals submitted to the Consultant by all businesses seeking to participate on this Contract, and any other information necessary to document the actual use of and payments to subconsultant and suppliers in this Contract, including employment records.
  3. The County may visit, at any time, the site of the work and the Consultant's office to review the foregoing records. The Consultant shall provide every assistance requested by the County during such visits. In all other respects, the Consultant shall make the foregoing records available to the County for inspection and copying upon request. If this Contract involves federal funds, the Consultant shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the Contract.

- H. Compliance with Section 504 of the Rehabilitation Act of 1973, as amended (Section 504) and the American with Disabilities Act of 1990 as amended (ADA). Pursuant to Title II of the ADA, and Section 504, King County must not discriminate against people with disabilities in providing services, programs or activities even if those services, programs or activities are carried out by contractors. The Contractor agrees that it shall provide all programs, services, and activities to County employees or members of the public under this Contract in the same manner as King County is obligated to under Title II of the ADA, and Section 504 and shall not deny participation or 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.
1. The Consultant agrees to provide to persons with disabilities access to programs, activities and services provided under the Contract or agreement, as required by the disability access laws as defined by KCC 12.16; and
  2. The Consultant shall not discriminate against persons with disabilities in providing the work under the Contract. In any subcontracts for the programs, activities and services under their Contract or agreement with the County, the Consultant shall include the requirement that the subconsultant provide to persons with disabilities access to programs, activities and services provided under the Contract or agreement, 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 subconsultant shall provide that the County is a third party beneficiary to that required provision.
- I. Sanctions for Violations - Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of contract, for which the Consultant may be subject to damages, withholding payment and any other sanctions provided for by contract and by applicable law.

## XII. REQUIRED SUBMITTALS

- A. Required Submittals Upon Completion of Work. Upon completion of work and as a condition precedent to final payment, the Contractor shall submit a Final Affidavit of Amounts Paid. Identify amounts actually paid, and any amounts owed, to each subconsultant and/or supplier (if applicable) for performance under this Contract. Failure to submit such affidavits may result in withholding of payments or the final payment. Submit these documents to King County Business Development and Contract Compliance section at the address below:

Business Development and Contract Compliance  
400 Yesler Way, Suite 510, 5<sup>th</sup> Floor  
Seattle, WA 98104

## XIII. PATENTS, COPYRIGHTS AND RIGHTS IN DATA

The County shall own and retain any non-derivative patentable result or materials suitable for copyright arising out of this Contract. 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 Consultant agrees that the ownership of any plans, drawing, designs, Scope of Work, 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 Consultant 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 Consultant shall also place its endorsement on all Consultant-furnished Subject Data. All such identification details shall be subject to approval by the County prior to printing.

The Consultant shall ensure that the substance of foregoing subsections is included in each subcontract for the Work under this Contract.

#### XIV. ENVIRONMENTAL PURCHASING POLICY

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

#### XV. ENTIRE CONTRACT/WAIVER OF DEFAULT

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

#### XVI. PUBLIC DISCLOSURE OF CONTRACTS

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 Consultant considers any portion of any record provided to King County under this Contract, whether in electronic or hard copy form, to be protected under law, the Consultant shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the Act. If the County determines that the material is subject to disclosure, the County will notify the Consultant of the request and allow the Consultant ten (10) business days to take whatever action it deems necessary to protect its interests. If the Consultant fails or neglects to take such action within said period, the County will release the portions of record(s) deemed by the County to be subject to disclosure. King County shall not be liable to the Consultant for inadvertently releasing records pursuant to a disclosure request not clearly identified by the Consultant as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET."

#### XVII. NOTICES

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

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

**KING COUNTY:**

King County Council

---

Department/Agency Name  
(Type or print)

516 3<sup>rd</sup> Avenue, #1200

---

Address Line 1 (Type or print)

Seattle, WA 98104

---

City, State, Zip Code (Pls. type or print)

(206) 296-1699

---

Telephone Number (Type or print)

**CONSULTANT:**

Two Medicine Communications

---

Consultant Name  
(Type or print)

2255 Wildwood Rd.

---

Address Line 1 (Type or print)

Curtis, WA 98538

---

City, State, Zip Code  
(Pls. type or print)

(360) 951-1661

---

Telephone Number  
(Type or print)

(360) 943-3302

---

FAX Number (Type or print)

**XVIII. CONTRACT AMENDMENTS**

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

**XIX. APPLICABLE LAW AND FORUM**

This Contract shall be governed by and construed according to the laws of the State of Washington, including, but not limited to, the Uniform Commercial Code, Title 62A RCW. Any claim or suit concerning this Contract may only be filed and prosecuted in either the King County Superior Court or U.S. District for the Western District of Washington, in Seattle.

KING COUNTY:

CONSULTANT:

FOR

Signature - KING COUNTY COUNCIL CHAIR

Signature

*Len M. Comb*



*Len McComb*

Date (Type or print)

Name (Type or print)

*owner*

Title (Type or print)

*11/30/2010*

Date (Type or print)

Approved as to Form:

JIM BREWER, LEGAL COUNSEL

## SECTION I - PROJECT SPECIFICATIONS AND SCOPE OF WORK

### PART A - INTRODUCTION

The King County Council, in conjunction with the King County Executive's office, directs the government relations advocacy program through the Committee of the Whole. The Government Relations advocacy program is charged with monitoring, tracking, and advocating the breadth of King County issues. In keeping with this policy, the King County Council, consisting of nine members and the King County Executive are requesting state government relations consultant proposals for the 2011 legislative session. During the term of this contract, King County reserves the right to modify the scope of services to recognize changing and emerging issues and the contract amount to reflect amount of work to be performed by the consultant.

### PART B - SCOPE OF SERVICES

Services performed by the consultant would allow King County officials to keep abreast of developments on a broad range of issues being considered by the state legislature. On a selected group of issues, the consultant would provide more in-depth services including advocacy on the county's behalf. A list of the issues on which the consultant would provide advocacy, and monitoring and reporting services is included as a part of the scope of services. The consultant would provide the following services:

#### 1. Advocacy Services

- a. The consultant will assist the County Executive's State and Federal Relations Manager in developing a proposed state legislative agenda and action plan for achieving the goals set in the legislative agenda.
- b. The consultant shall advise Committee of the Whole, the County Executive, and county staff with respect to proposed legislation including the timing and nature of direct County contacts with legislators and other state officials.
- c. The consultant will maintain regular contact with King County's state delegation, legislative leadership, key legislative committees, and the executive branch of state government involved in the development of legislation, pertaining to operation of the county.
- d. Issues Covered by Advocacy:
  - General County
  - County Taxes
  - Growth Management
  - Water/Sewer
  - Threatened and Endangered Species Act
  - Criminal Justice
  - Human Services
  - Public Health
  - Other Issues as Assigned

#### 2. Monitoring and Reporting Services

- a. The consultant will monitor actions by the state legislature and the state executive branch on all issues of concern to the county and attend meetings of public interest groups and state organizations regarding topics of interest to King County.
- b. The consultant will provide status reports to the King County Council contact, the County Executive's State and Federal Relations Manager, and the Committee of the Whole - on

relevant issues and prepare memoranda and other information as requested by the County.

- c. The consultant will consult with the King County Council contact and the County Executive's State and Federal Relations Manager on strategy to address the ways and means of getting the King County's Legislative agenda items addressed by the Washington State Legislature.
- d. Issues Covered by Monitoring and Reporting:
  - General County
  - County Taxes
  - Water/Sewer
  - Threatened and Endangered Species Act
  - Growth Management
  - Criminal Justice
  - Human Services
  - Public Health
  - Other issues as Assigned

### **PART C - REPORTING STRUCTURE**

The Metropolitan King County Council's King County Council contact, King County Committee of the Whole, and County Executive's State and Federal Relations Manager will supervise consultant services. The specific reporting requirements will be identified by the County after consultation with the consultant based on the issues in play during each Legislature. All correspondence should be mailed or faxed:

#### **Proposals, Billing & Reporting**

Metropolitan King County Council  
King County Courthouse, MS 12C  
516 Third Ave., Room 1200  
Seattle, WA 98104-3272

(206) 296-1000  
(206) 296-0198 – FAX

#### **Reporting**

King County Executive  
Chinook Building  
401 Fifth Avenue, Suite 800  
Seattle, WA 98104-1818

(206) 263-9600  
(206) 296-0194 - FAX

### **PART D – FEES AND EXPENSES**

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

- Verification that as a consultant you have knowledge in the areas of County Government, County Taxes, Water/Sewer, Growth Management., Criminal Justice, Human Services, Public Health, and the Threatened Endangered Species Act.
- Demonstrate experience as an advocate for County Government, County Taxes, Water/Sewer, Growth Management., Criminal Justice, Human Services, Public Health, and the Threatened Endangered Species Act.
- Demonstrate experience in developing strategy for gaining support of legislation.
- Listing of the three references for which you have performed similar services, within the last three years, including names and phone numbers.
- A client list from 2008-2010.



## King County Consultant Disclosure



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

### Please Read Carefully

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

#### For Board of Ethics use only

Date Received \_\_\_\_\_  
 Audit Date \_\_\_\_\_  
 Date Closed \_\_\_\_\_

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

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

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

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

Today's Date: NOV 30, 2010

Contract Number: T03327T Amount of Contract: \$ 131,200

Consultant's Name: TWO MEDICINE COMMUNICATIONS

Address: 2255 Wildwood Rd. Phone: 360-951-1661

Curtis Wa. 98538

City State ZIP Code

Effective Date of Contract: Upon signature Expiration Date of Contract: 12/31/2011

Type of Services Contracted: STATE GOVERNMENTAL RELATIONS ADVOCACY

Contracting County Dept.: COUNCIL Division: \_\_\_\_\_

County Contact Person: CARMELA ENNIS

Contact Work Phone: 206-296-1699 Mail Stop: KCC-CC-1200

---

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

If none, check this box:

Name of Former Employee: \_\_\_\_\_

Former County Department: \_\_\_\_\_

Date Terminated / Ended: \_\_\_\_\_

---

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

If none, check this box:

Name of Former Employee: \_\_\_\_\_

Former County Department: \_\_\_\_\_

Date Terminated / Ended: \_\_\_\_\_

---

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

If none, check this box:

Office / Directorship: \_\_\_\_\_

Name: \_\_\_\_\_

Relationship to Employee: \_\_\_\_\_

---

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

If none, check this box:

Name: \_\_\_\_\_

Relationship to Employee: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

If none, check this box:

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

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

If none, check this box.

Officer / Director Name: \_\_\_\_\_

Position: \_\_\_\_\_

Name of County Board or Commission: \_\_\_\_\_

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

If none, check this box.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Declaration**

I, Len McComb, declare under penalty of perjury under the laws of the State of Washington that the foregoing is true, complete and correct.


Len McComb (Signature) owner (Title)

Signed this 30th day of November, 2010.

at Seattle, Wa.

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

## Equal Benefits Compliance Worksheet

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

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

Name of Contractor: Two Medicine Communications  
 Contact Person: Len McComb Phone Number: 360-951-1661  
 Fax: \_\_\_\_\_ E-mail: lmccomb@centurytel.net  
 Approximate Number of Employees in the U.S. 0 Solicitation / Contract #: T03321T

### 1. EMPLOYEE INFORMATION

- a. Do you have any employees?.....  Yes  No  
 b. If 1.a is yes, are they Union, Non-Union, OR both?.....  Union  Non-Union

**If the answer to Question 1a is "NO,"** (you DO NOT have any employees); you do not need to complete the remainder of the worksheet. Select Option C on the attached Declaration.

### 2. IF YOU HAVE NON-UNION EMPLOYEES

- a. Do you make any benefits available to employees?  
 [Paid by employer or not].....  Yes  No  
 b. Do you make any benefits available to the spouses of employees?  
 [Paid by employer or not].....  Yes  No  
 c. Do you make any benefits available to the domestic partner (DP) OR legally domiciled member of household (LDMH) of employees?  
 (Same-sex and Opposite-sex) [Paid by employer or not] .....  Yes  No

**If the answers to both Questions 2(b) and 2(c) are "NO,"** (benefits offered to neither employees' spouses nor employees' DP or LDMH); select Option B on the attached Declaration.

**If the answer to either Question 2(b) or 2(c) is "YES",** continue to Question 3.

### 3. BENEFITS AVAILABLE FOR NON-UNION EMPLOYEES

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

| Employee Benefit             | Employees  | Spouses  | DP/LDMH  |
|------------------------------|--|--|--|
| Health Care                  | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Dental Care                  | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Vision Care                  | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Life                         | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Disability                   | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Pension/Retirement           | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Bereavement Leave            | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Family Leave                 | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Relocation (Moving Expenses) | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |

| Employee Benefit                     | Employees  | Spouses  | DP/LDMH  |
|--------------------------------------|--|--|--|
| Business Travel (not mileage)        | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Member Discounts, facilities, events | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Other (specify):                     | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Other (specify):                     | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |

If **all** of the checked boxes in the "Spouses" and "DP/LDMH" columns match for all non-union and, if any, all union employees (see 5. below), select **Option A** on Page 3 on the attached Declaration. **OR:**

If **ANY** of the checked boxes in the "Spouses" and "DP/LDMH" columns do **NOT** match, please review **Option D** on Page 3 of attached Declaration to see if you qualify for alternate compliance. For all other Contract compliance inquiries, contact King County Procurement and Contract Services Section at 206-263-9400.

**4. IF YOU HAVE UNION EMPLOYEES**

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

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

**5. BENEFITS AVAILABLE FOR UNION EMPLOYEES**

Please indicate which union benefits are available on the list below. All instructions noted in Section 3 apply here. **Note:** Union benefits may be controlled by a trust, and the eligibility of DP/LDMH may be restricted by a Union Trust Administrator. Please contact King County Procurement and Contract Services Section at 206-263-9400 to learn how to apply for a Collective Bargaining Delay.

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

If **all** of the checked boxes in the "Spouses" and "DP/LDMH" columns match for all union and, if any, all non-union employees (see 3. above), select **Option A** on Page 3 of this Declaration. **OR:**

If **ANY** of the checked boxes in the "Spouses" and "DP/LDMH" columns do **NOT** match, please review **Option D** on Page 3 of attached Declaration to see if you qualify for alternate compliance. For all other Contract compliance inquiries, contact King County Procurement and Contract Services Section at 206-263-9400.

**Equal Benefits  
Compliance Declaration**



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

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

I, Len McComb on behalf of Two Medicine Communications  
(Name) (Contractor Name)

state that the Contractor complies with King County Ordinance 14823 and related rules because it:

(Select the Option that applies and sign form below):

**Option A**

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

**Option B**

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

**Option C**

Has no employees.

**Option D**

Has received approved authorization from King County Procurement and Contract Services to delay implementation of equal benefits due to a **Collective Bargaining Agreement, Open Enrollment, or internal Administrative steps.** (Substantial Compliance Authorization Form attached).

**ALTERNATE COMPLIANCE OPTION D Instructions**

Prior to selecting this Option D, the contractor must complete and return an alternate compliance form to King County. Upon approval, the form will be returned to be included as an attachment to this Declaration. **The Substantial Compliance Authorization Form** can be found at:  
[http://www.kingcounty.gov/operations/procurement/Forms/Equal\\_Benefits.aspx](http://www.kingcounty.gov/operations/procurement/Forms/Equal_Benefits.aspx)

**Statement of Noncompliance**

state that the Contractor does not comply and does not intend to comply with King County Ordinance 14823 and related rules for this contract.

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

Executed this 30<sup>th</sup> day of Nov., 2010, at Seattle, Wa.  
(City) (State)

Len M. Comb

Len McComb

Signature  
owner

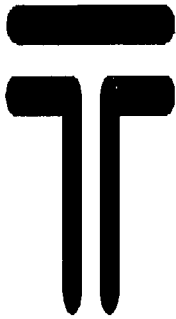
Name (Please print.)  
[Redacted]

Title  
2255 Wildwood Rd Curtis, Wa 98538

Federal Tax Identification Number

Address

**EXHIBIT D**



**Taylor-Thomason  
Insurance Brokers**

3401 South 19th Street, Suite 200  
PO Box 7187  
Tacoma, WA 98417

**Phone:** (253) 284-7932  
**Fax:** (253) 284-7933

**Fax**

|   |                            |
|---|----------------------------|
| <b>From:</b> Micala Dunn                    | <b>To:</b> Carmella        |
| <b>Pages:</b> 8                             | <b>Fax:</b> (206) 296-0198 |
| <b>Date:</b> 12/7/2010 04:47:15 PM          | <b>Phone:</b> ( ) -        |
| <b>Subject:</b> Two Medicine Communications |                            |

**Message:**

Hi Elaida

Please find following requested certificate of insurance. Should you need anything further, please feel free to contact me.

Thanks  
Micala Dunn

**Confidential Note:**

Information in this facsimile is confidential and intended for use by the individual or entity named  
If you received this telecopy in error, please notify the sender immediately.



Internal County Use Only
Insurance Requirements Form



Department of Executive Services
Office of Risk Management
MS: YES-ES-0410
FAX: (206) 296-0949

\* Requesting Department must complete.
\* Date: 9-7-10
\* Mail Stop:
\* To: Elaida Ablao
\* Fax:
\* Phone: 6-0310
From: Risk Mgmt. Sue Pratt 296-1715 Winnie Sargent 205-0672 Keith T Mitchell 296-1727
FAX: (206) 296-0949
Re: Insurance Requirement For:
\* RFP/Q#:
\* Contract#:
\* Title of RFP/Q or Project: State Government Relations Consultant
\* Estimated Ad Date:
\* Estimate: \$

(Attach Scope of Work Information as Appropriate)

Based on the work scope description for the above project, the following levels of insurance are required for adequate coverage.

GENERAL LIABILITY: \$1,000,000 Per Occurrence/ \$ 2,000,000 Aggregate
Other \$ Per Occ./Agg. Including Per Project Aggregate Yes
Products and Completed Operations Yes Contractual Liability Yes
Personal Injury/Advertiser's Liability Yes (Certificate needs to identify Contract #)
Stop-Gap; Employers Liability ( 1,000,000) Yes X Explosion, Collapse, Underground Damage Yes
Sexual Harassment/Sexual Abuse Coverage Yes (Certificate needs to confirm XCU coverage)
Per Occ./Agg. \$

PROFESSIONAL LIABILITY, ERRORS & OMISSIONS:
\$1,000,000 Per Claim/ Aggregate
Other Per Claim/Agg. \$

AUTO LIABILITY: \$1,000,000 Statutory Minimum Other \$
MCS-90 Endorsement Yes For transport of Hazardous substances
CA 9948 Endorsement Yes
Auto Pollution Yes For Transport of Pollutants

WORKERS COMPENSATION: STATUTORY Yes Unless entity is a sole proprietor
US Longshore & Harbor Workers Coverage Yes
Protection and Indemnity (Incl. Crew) (Jones Act) Yes Limit:
Other: Incl. Addl. Ins. And Waiver of Subrogation on P&I Yes
Other:

CRIME: Fidelity, Theft, Disappearance, & Destruction Liability Yes Limit:
Employee Dishonesty Yes

BUILDERS ALL RISK INSURANCE: Yes
100% of contract value: \$
Installation floater: (100%) \$ Installed Values

CONTRACTOR'S POLLUTION LIABILITY: \$1,000,000 Per Occ./Agg. Other \$
Asbestos/lead/ PCB Abatement Liability Yes \$1,000,000; Language must be on Certificate

MARINE POLLUTION LIABILITY (OPA, CERCLA): Yes Other \$
Hull & Machinery: Yes for full replacement value.

OTHER: Railroad Protective Yes Limit \$

OTHER:
OTHER:

SIGNATURE: Sue Pratt (Risk Management) DATE: 9-7-10

cc: PCSS FAX: 206-296-7676 or 206-296-7675

Handwritten notes: ONLY IF HAS EMPLOYEES, 12-6-10





# CERTIFICATE OF LIABILITY INSURANCE

OP ID: MI

DATE (MM/DD/YYYY)

12/07/10

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

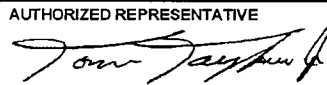
|  |                               |  |
|--|-------------------------------|--|
| PRODUCER<br>Taylor-Thomason Ins. Brokers<br>3401 South 19th Street<br>P.O. Box 7187<br>Tacoma, WA 98417<br>CL Written by staff | 253-284-7900<br>253-284-7901  | CONTACT NAME: Micala Dunn<br>PHONE (A/C, No, Ext): 253-284-7932<br>FAX (A/C, No): 253-284-7901<br>EMAIL ADDRESS: MicalaD@ttib.net<br>PRODUCER CUSTOMER ID #: TWOME-3 |
| INSURED<br>Two Medicine Communications<br>1110 Capital Way S Ste 225<br>Olympia, WA 98501                                      | INSURER(S) AFFORDING COVERAGE |  |
|  | INSURER A : Liberty Northwest | NAIC #   |
|  | INSURER B :                   |  |
|  | INSURER C :                   |  |
|  | INSURER D :                   |  |
|  | INSURER E :                   |  |
|  | INSURER F :                   |  |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|
| A        | GENERAL LIABILITY  |           |          | TO BE ISSUED  | 12/07/10                | 12/07/11                | EACH OCCURRENCE \$ 10,000,000                        |
|          | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY   |           |          |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR   |           |          |               |                         |                         | MED EXP (Any one person) \$ 15,000                   |
|          |  |           |          |               |                         |                         | PERSONAL & ADV INJURY \$ 10,000,000                  |
|          |  |           |          |               |                         |                         | GENERAL AGGREGATE \$ 20,000,000                      |
|          |  |           |          |               |                         |                         | PRODUCTS - COMP/OP AGG \$ 20,000,000                 |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |           |          |               |                         |                         |  |
|          | AUTOMOBILE LIABILITY   |           |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$               |
|          | <input type="checkbox"/> ANY AUTO  |           |          |               |                         |                         | BODILY INJURY (Per person) \$                        |
|          | <input type="checkbox"/> ALL OWNED AUTOS   |           |          |               |                         |                         | BODILY INJURY (Per accident) \$                      |
|          | <input type="checkbox"/> SCHEDULED AUTOS   |           |          |               |                         |                         | PROPERTY DAMAGE (Per accident) \$                    |
|          | <input type="checkbox"/> HIRED AUTOS   |           |          |               |                         |                         | \$   |
|          | <input type="checkbox"/> NON-OWNED AUTOS   |           |          |               |                         |                         | \$   |
|          | UMBRELLA LIAB  |           |          |               |                         |                         | EACH OCCURRENCE \$                                   |
|          | EXCESS LIAB  |           |          |               |                         |                         | AGGREGATE \$   |
|          | DEDUCTIBLE   |           |          |               |                         |                         | \$   |
|          | RETENTION \$   |           |          |               |                         |                         | \$   |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  |           |          |               |                         |                         | WC STATUTORY LIMITS OTH-ER                           |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)  |           |          |               |                         |                         | E.L. EACH ACCIDENT \$                                |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below   |           | N/A      |               |                         |                         | E.L. DISEASE - EA EMPLOYEE \$                        |
|          |  |           |          |               |                         |                         | E.L. DISEASE - POLICY LIMIT \$                       |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
King County Its Officers, officials, agent and employees are additional insured per form CG 88101009 attached

|   |   |
|---|---|
| CERTIFICATE HOLDER<br><br>KINGC-4<br><br>King County<br>Department of Executive Services<br>821 Second Ave MS122<br>Seattle, WA 98104 | CANCELLATION<br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|---|---|

**COMMERCIAL GENERAL LIABILITY  
CG 88 10 12 08**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**COMMERCIAL GENERAL LIABILITY EXTENSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**INDEX**

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|--|--------------------|
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| <b>NON-OWNED WATERCRAFT</b>  | <b>2</b>           |
| <b>PROPERTY DAMAGE LIABILITY - ELEVATORS</b>   | <b>2</b>           |
| <b>DAMAGE BY FIRE, LIGHTNING, EXPLOSION, SMOKE OR LEAKAGE</b>  | <b>2</b>           |
| <b>MEDICAL PAYMENTS EXTENSION</b>  | <b>3</b>           |
| <b>EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B</b>   | <b>3</b>           |
| <b>ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT</b>   | <b>3</b>           |
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| <b>FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES</b>   | <b>5</b>           |
| <b>KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT</b>   | <b>5</b>           |
| <b>LIBERALIZATION CLAUSE</b>   | <b>5</b>           |
| <b>BODILY INJURY REDEFINED</b>   | <b>6</b>           |
| <b>WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US -<br/>WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU</b> | <b>6</b>           |

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

#### **A. NON-OWNED AIRCRAFT**

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, exclusion g. Aircraft, Auto Or Watercraft does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

#### **B. NON-OWNED WATERCRAFT**

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraph (2)(a) of exclusion g. Aircraft, Auto Or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
  - (a) Less than 51 feet long; and

#### **C. PROPERTY DAMAGE LIABILITY - ELEVATORS**

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraphs (3), (4) and (6) of exclusion j. Damage To Property do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. For the purpose of this provision, vehicle lifts mean lifts or hoists used in automobile service or repair operations.
2. The following is added to Section IV - Commercial General Liability Conditions, Condition 4. Other Insurance, Paragraph b. Excess Insurance:

The insurance afforded by this provision of this endorsement is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is property insurance.

#### **D. DAMAGE BY FIRE, LIGHTNING, EXPLOSION, SMOKE OR LEAKAGE**

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability:
  - a. The fourth from the last paragraph of exclusion j. Damage To Property is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

- b. The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance**.

2. Paragraph **6.** under **Section III - Limits Of Insurance** is replaced by the following:

6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke or leakage from automatic protection systems, while rented to you or temporarily occupied by you with permission of the owner.

3. The word "fire" is changed to "fire, lightning, explosion, smoke or leakage from automatic fire protection systems" where it appears in:

- a. **Section IV - Commercial General Liability Conditions, Condition 4. Other Insurance, Paragraph b. Excess Insurance, Subparagraph (1)(b);** and

- b. **Section V - Definitions, Paragraph 9.a.**

#### **E. MEDICAL PAYMENTS EXTENSION**

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph **1. Insuring Agreement of Section I - Coverage C - Medical Payments**, the second Subparagraph **(2)** of Paragraph **a.** is replaced by the following:

- (2)** The expenses are incurred and reported to us within three years of the date of the accident; and

#### **F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**

1. Under **Supplementary Payments - Coverages A and B** Paragraph **1.b.** is replaced by the following:

- b. Up to **\$2,500** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph **1.d.** is replaced by the following:

- d. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to **\$500** a day because of time off from work.

#### **G. ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT**

1. Paragraph **2.** under **Section II - Who Is An Insured** is amended to include as an Insured any person or organization when you and such person or organization have agreed in writing in a contract, agreement or permit that such person or organization be added as an additional insured on your policy to provide insurance such as is afforded under this Coverage Part. Such person or organization is an additional insured only with respect to liability arising out of:

- a. Your ongoing operations performed for that person or organization; or
- b. Premises or facilities owned or used by you.

With respect to Paragraph 1.a. above, a person's or organization's status as an insured under this endorsement ends when your operations for that person or organization are completed.

With respect to Paragraph 1.b. above, a person's or organization's status as an insured under this endorsement ends when their contract or agreement with you for such premises or facilities ends.

- 2. Paragraph G. of this endorsement does not apply:
  - a. Unless the written contract or agreement has been executed, or permit has been issued, prior to the "bodily injury", "property damage" or "personal and advertising injury";
  - b. To "bodily injury" or "property damage" included in the "products-completed operation hazard";
  - c. To the rendering of or failure to render any professional services including, but not limited to, any professional architectural, engineering or surveying services such as:
    - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
    - (2) Supervisory, inspection, architectural or engineering activities;
  - d. To "bodily injury", "property damage" or "personal and advertising injury" arising out of any act, error or omission that results from the additional insured's sole negligence or wrongdoing; or
  - e. To any person or organization included as an insured by a separate additional insured endorsement issued by us and made a part of this policy.
- 3. As respects the coverage provided to the additional insured under this endorsement, Section IV - Conditions is amended as follows:
  - a. The following is added to Condition 2. Duties In The Event Of Occurrence, Offense, Claim or Suit:

An additional insured under this endorsement will as soon as practicable:

    - (1) Give written notice of an "occurrence" or an offense, that may result in a claim or "suit" under this insurance to us;
    - (2) Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
    - (3) Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
  - b. The following is added to Condition 3. Legal Action Against Us:

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.
  - c. The following is added to Paragraph b., Excess Insurance of Condition 4. Other Insurance:

Except as provided in Paragraph 4.a. Primary Insurance, any coverage provided by this endorsement shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis. In the event an additional insured under this endorsement has other coverage available for an "occurrence" by virtue of also being an additional insured on other policies, this insurance is excess over those other policies.

**H. BROAD FORM NAMED INSURED - NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES****1. Paragraph 3. of Section II - Who Is An Insured is replaced by the following:**

- 3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as Named Insured if there is no other similar insurance available to that organization. However:**
  - a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you.**
  - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization: and**
  - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.**
  - d. Records and descriptions of operations must be maintained by the first Named Insured.**

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies for as an insured under this provision.

**2. Under Section IV - Commercial General Liability Conditions, the following is added to Condition 4. Other Insurance, Paragraph b. Excess Insurance:**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to an insured solely by reason of ownership by you of more than 50 percent of the voting stock.

**3. Paragraph 2. above does not apply to a policy written to apply specifically in excess of this policy.****I. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES**

**Under Section IV - Commercial General Liability Conditions, the following is added to Condition 6. Representations:**

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

**J. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT**

**Under Section IV - Commercial General Liability Conditions, the following is added to Condition 2. Duties In The Event of Occurrence, Offense, Claim Or Suit:**

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph 1. of Section II - Who Is An Insured or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

**K. LIBERALIZATION CLAUSE**

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

**L. BODILY INJURY REDEFINED**

Under **Section V - Definitions**, Definition 3. is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

**M. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU**

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition 8. **Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or agreement.

Form **W-9**  
(Rev. October 2007)  
Department of the Treasury  
Internal Revenue Service

**Request for Taxpayer  
Identification Number and Certification**

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions  
on page 2.

Name (as shown on your income tax return)  
**Leonard A. McComb**

Business name, if different from above  
**Two Medicine Communications**

Check appropriate box:  Individual/Sole proprietor  Corporation  Partnership  
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....  Exempt payee  
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.)  
**2255 Wildwood Rd.**

City, state, and ZIP code  
**Curtis, Wa. 98538**

Requester's name and address (optional)

List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number  
[REDACTED]

or

Employer identification number  
[REDACTED]

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here** Signature of U.S. person ▶ **Leonard A. McComb** Date ▶ **11/30/2010**

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

| IF the payment is for . . .  | THEN the payment is exempt for . . .   |
|--|--|
| Interest and dividend payments   | All exempt payees except for 9   |
| Broker transactions  | Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker |
| Barter exchange transactions and patronage dividends                                   | Exempt payees 1 through 5  |
| Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup> | Generally, exempt payees 1 through 7 <sup>2</sup>  |

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

### What Name and Number To Give the Requester

| For this type of account:   | Give name and SSN of:   |
|---|---|
| 1. Individual   | The individual  |
| 2. Two or more individuals (joint account)  | The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup> |
| 3. Custodian account of a minor (Uniform Gift to Minors Act)  | The minor <sup>2</sup>  |
| 4. a. The usual revocable savings trust (grantor is also trustee)   | The grantor-trustee <sup>1</sup>  |
| b. So-called trust account that is not a legal or valid trust under state law   | The actual owner <sup>1</sup>   |
| 5. Sole proprietorship or disregarded entity owned by an individual   | The owner <sup>3</sup>  |
| For this type of account:   | Give name and EIN of:   |
| 6. Disregarded entity not owned by an individual  | The owner   |
| 7. A valid trust, estate, or pension trust  | Legal entity <sup>4</sup>   |
| 8. Corporate or LLC electing corporate status on Form 8832  | The corporation   |
| 9. Association, club, religious, charitable, educational, or other tax-exempt organization  | The organization  |
| 10. Partnership or multi-member LLC   | The partnership   |
| 11. A broker or registered nominee  | The broker or nominee   |
| 12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity   |

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft) or 1-877-IDTHEFT(438-4338).

Visit the IRS website at [www.irs.gov](http://www.irs.gov) to learn more about identity theft and how to reduce your risk.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

## REQUEST FOR PROPOSALS



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

DATE ADVERTISED: September 23, 2010

RFP Title: **State Government Relations Consultant**

Requesting Dept./ Div.: **King County Council**

RFP Number: **1222-10CMB**

Due Date: **October 7, 2010 – no later than 2:00 P.M.**

Buyer: **Cathy M. Betts, cathy.betts@kingcounty.gov, (206) 263-9291**

*There will be no pre-proposal conference for this RFP.*

Sealed Proposal are hereby solicited and will **ONLY** be received by

**King County Procurement Services Section  
The Chinook Building, 3<sup>rd</sup> Floor  
401 Fifth Avenue  
Seattle, WA 98104-2333**

Office Hours - 8:00 a.m. - 5:00 p.m.  
Monday - Friday

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

Company Name

Address

City/State/Zip Code

Signature

Authorized Representative / Title (Please Print Name and Title)

E-mail

Phone

Fax

Prime Proposer SCS Certification number (if applicable - see Section II, Part 0 of this RFP)

Sub-Consultants SCS Certification numbers (if applicable)

Office Use Only: NUM 3 CD-ROM 1 CON FED N TERM/YR Y/3-1

This Request for Proposals will be provided in alternative formats such as Braille, large print, audio cassette or computer disk for individuals with disabilities upon request.

Sealed proposals are hereby solicited and will be received only at the office of the King County Procurement Services Section at 401 Fifth Avenue, 3<sup>rd</sup> Floor, Seattle, Washington, 98104 no later than 2:00 p.m. on the date noted above regarding the *State Government Relations Consultant* for the *King County Council*. These services shall be provided to King County in accordance with the following and the attached instructions, requirements, and specifications.

**Submittal:** King County requires the Proposer to sign and return *this entire Request for Proposal (RFP) document*. The Proposer shall provide *one unbound original and ten (10) copies* of the proposal response, data or attachments offered, for *eleven (11) items* total. The original in both cases shall be *noted or stamped "Original"*. In addition, provide *one (1) CD-ROM*, with either *one (1) pdf version* of the proposal, *one (1) Microsoft Word version* of the proposal (2000-2005 edition), or both.

**Questions:** Proposers will be required to submit any questions in writing prior to the close of business Monday, September 27, 2010 in order for staff to prepare any response required to be answered by Addendum. Questions are best received and most quickly responded to when sent via e-mail directly to the following King County procurement personnel: *Primary* – Cathy M. Betts, Buyer, [cathy.betts@kingcounty.gov](mailto:cathy.betts@kingcounty.gov) / *Secondary* – Roy L. Dodman, Senior Buyer, [roy.dodman@kingcounty.gov](mailto:roy.dodman@kingcounty.gov). Questions may also be sent via email to the address above.

#### GENERAL INFORMATION

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

negotiated with the "first choice" Proposer; negotiations may be instituted with the second choice and subsequent Proposer until the project is canceled or an acceptable contract is executed.

- J. As applicable, King County bids and RFPs shall be available for use by all King County Departments, Divisions and Agencies. If orders will be placed by the County's Transit Division, the Contractor will be required to sign and comply with the Federal Transit Administration's (FTA)'s required documentation. This RFP may also be used, as appropriate and allowed, by other governmental agencies and political sub-divisions within the State of Washington.

Should another public agency utilize this RFP and resulting contract, it may be subject to an Administrative Fee (Fee). The Fee (Fee) of 1% (.01), when used by political subdivisions outside of King County's Departments, Divisions, or Agencies. The Fee shall be based on total sales made to each governmental entity, less sales/use tax, freight and any credit(s), (if applicable), in accordance to contract terms and conditions. The Fee shall be paid by the contractor, payable and remitted to King County Procurement and Contract Services Section on July 31st and January 31st of each year and cover sales for the first and second half of the calendar year respectively. Fees submitted shall reference its respective contract number and include a sales report for the payment period showing the total sales to each governmental entity, excluding King County. The contractor shall not invoice the Fee to any contract user as an item on a sales invoice or by any other means.

- K. The contents of the proposal of the selected Proposer shall become contractual obligations if a contract ensues. Failure of the Proposer to accept these obligations may result in cancellation of their selection.
- L. A contract between the Consultant and King County shall include all documents mutually entered into specifically including the contract instrument, the original RFP as issued by King County, and the response to the RFP. The contract must include, and be consistent with, the specifications and provisions stated in the RFP.
- M. News releases pertaining to this RFP, the services, or the project to which it relates, shall not be made without prior approval by, and then only in coordination with, the King County Department of Executive Services.
- N. King County Code 4.16.025 prohibits the acceptance of any proposal after the time and date specified on the Request for Qualifications. There shall be no exceptions to this requirement.
- O. King County agencies' staffs are prohibited from speaking with potential Proposers about the project during the solicitation.

Please direct all questions to:

|  |     |   |
|--|-----|---|
| Cathy Betts, Buyer<br>(206) 263-9291<br>cathy.betts@kingcounty.gov | and | Roy L. Dodman, Team Lead<br>(206) 263-9293<br>roy.dodman@kingcounty.gov |
|--|-----|---|

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

- P. Protest Procedure - King County has a process in place for receiving protests based upon either proposals or contract awards. If you would like to receive or review a copy, please contact the Buyer named on the front page of this document or call Procurement Services at 206-263-9400.
- Q. Term Service Requirement

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

**Contract Extension**

The initial contract period will be for one (1) year from the start date of the contract. The term of the contract may be extended in one (1) year increments for two (2) additional one-year periods for a total contract duration of three (3) years, in accordance with the County's best interest and at the sole option of the County. Prices shall remain firm for the duration of the contract period. Reasonable price changes

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

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

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

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

Full information on vendor registration is available at the website.

If you are viewing a paper version of this RFP, you may download this document at <http://www.kingcounty.gov/operations/procurement>. Navigate to the "Solicitation" web page. There you can view the web pages either as a guest or by logging-in as a registered vendor. Search for 1222-10CMB to access documents specifically for this solicitation and follow the resulting link to navigate to the "Solicitation Details" web page.

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

| Contact Name | Title | Phone | E-mail address |
|--------------|-------|-------|----------------|
|              |       |       |                |
|              |       |       |                |

- T. Washington State Public Records Act (RCW 42.56) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged.
- U. Proposals submitted under this RFP shall be considered public documents and with limited exceptions proposals that are recommended for contract award will be available for inspection and copying by the public. King County may request an electronic copy of your proposal response at a later time for this

purpose. This copy may be requested in MS Word format, and delivered either by e-mail or directly delivered on CD.

If a Proposer considers any portion of his/her proposal to be protected under the law, the Proposer shall clearly identify on the page(s) affected such words as "CONFIDENTIAL," PROPRIETARY" or "BUSINESS SECRET." The Proposer shall also use the descriptions above in the following table to identify the effected page number(s) and location(s) of any material to be considered as confidential (attach additional sheets as necessary). If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the law. If the material is not exempt from public disclosure law, the County will notify the Proposer of the request and allow the Proposer ten (10) days to take whatever action it deems necessary to protect its interests. If the Proposer fails or neglects to take such action within said period, the County will release the portion of the Proposal deemed subject to disclosure. By submitting a Proposal, the Proposer assents to the procedure outlined in this paragraph and shall have no claim against the County on account of actions taken under such procedure.

| Type of exemption | Beginning Page / Location | Ending Page / Location |
|-------------------|---------------------------|------------------------|
|                   |                           |                        |
|                   |                           |                        |
|                   |                           |                        |
|                   |                           |                        |
|                   |                           |                        |
|                   |                           |                        |

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



## **SECTION II - PROJECT SPECIFICATIONS AND SCOPE OF WORK**

### **PART 1 – INTRODUCTION**

The King County Council, in conjunction with the King County Executive's office, directs the government relations advocacy program through the Committee of the Whole. The Government Relations advocacy program is charged with monitoring, tracking, and advocating the breadth of King County issues. In keeping with this policy, the King County Council, consisting of nine members and the King County Executive are requesting state government relations consultant proposals for the 2011 legislative session. During the term of this contract, King County reserves the right to modify the scope of services to recognize changing and emerging issues and the contract amount to reflect amount of work to be performed by the consultant.

### **PART 2 - SCOPE OF SERVICES**

Services performed by the consultant would allow King County officials to keep abreast of developments on a broad range of issues being considered by the state legislature. On a selected group of issues, the consultant would provide more in-depth services including advocacy on the county's behalf. A list of the issues on which the consultant would provide advocacy, and monitoring and reporting services is included as a part of the scope of services. The consultant would provide the following services:

#### **1. Advocacy Services**

- a. The consultant will assist the County Executive's State and Federal Relations Manager in developing a state legislative agenda and an action plan for achieving the goals set in the legislative agenda.
- b. The consultant shall advise Committee of the Whole, the County Executive, and county staff with respect to proposed legislation including the timing and nature of direct County contacts with legislators and other state officials.
- c. The consultant will maintain regular contact with King County's state delegation, legislative leadership, key legislative committees, and the executive branch of state government involved in the development of legislation, pertaining to operation of the county.
- d. Issues Covered by Advocacy:
  - General County
  - County Taxes
  - Growth Management
  - Water/Sewer
  - Threatened and Endangered Species Act
  - Criminal Justice
  - Human Services
  - Public Health
  - Other Issues as Assigned

#### **2. Monitoring and Reporting Services**

- a. The consultant will monitor actions by the state legislature and the state executive branch on all issues of concern to the county and attend meetings of public interest groups and state organizations regarding topics of interest to King County.
- b. The consultant will provide status reports to the King County Council contact, the County Executive's State and Federal Relations Manager, and the Committee of the Whole - on relevant issues and prepare memoranda and other information as requested by the County.
- c. The consultant will consult with the King County Council contact and the County Executive's State and Federal Relations Manager on strategy to address the ways and means of getting the King County's Legislative agenda items addressed by the Washington State Legislature.

d. Issues Covered by Monitoring and Reporting:

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

**PART 3 - REPORTING STRUCTURE**

The Metropolitan King County Council's King County Council contact, King County Committee of the Whole, and County Executive's State and Federal Relations Manager will supervise consultant services. The specific reporting requirements will be identified by the County after the consultation with the consultant based on the issues in play during each Legislature. All correspondence should be mailed or faxed:

**Proposals, Billing & Reporting**

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

**Reporting**

King County Executive  
Chinook Building  
401 Fifth Avenue, Suite 800  
Seattle, WA 98104-1818  
(206) 263-9600  
(206) 296-0194 - FAX

**PART 4 – FEES AND EXPENSES**

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

**PART 5 - PROPOSAL**

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

- Proposed action plan for development/implementation of the county's legislative agenda.
- Verification that as a consultant you have knowledge in the areas of County Government, County Taxes, Water/Sewer, Growth Management., Criminal Justice, Human Services, Public Health, and the Threatened Endangered Species Act.
- Demonstrate experience as an advocate for County Government, County Taxes, Water/Sewer, Growth Management., Criminal Justice, Human Services, Public Health, and the Threatened Endangered Species Act.
- Demonstrate experience in developing strategy for gaining support of legislation.
- Listing of the three references for which you have performed similar services, within the last three years, including names and phone numbers.
- A client list from 2008-2010.

**PART 6 - EVALUATION CRITERIA**

Proposals will be ranked according to the following criteria:

|  |                   |
|--|-------------------|
| Proposed action plan for development/implementation of the County's legislative agenda   | 30 points         |
| Demonstrated working relationship with King County's State legislative delegation, and leadership  | 40 points         |
| Extent of experience advocating local government issues before the state, including past record of achieving legislative programs/issues for clients | 20 points         |
| SCS (Small Contractors & Suppliers) Participation (See Part 11 in RFP)   | 10 points         |
| <b>Written Evaluation Total</b>  | <b>100 points</b> |
| Interview with Council's designee(s) (if required)   | 30 points         |
| <b>Overall Total Possible Points</b>   | <b>130 points</b> |

**PART 7 - KING COUNTY CONTRACTING OPPORTUNITIES PROGRAM**

The purpose of the King County Contracting Opportunities Program is to maximize the participation of Small Contractors and Suppliers (SCS) through the use of rating points in the award of King County competitively bid contracts for the acquisition of technical services. The program is open to all firms that are certified as an SCS by King County's Business Development and Contract Compliance Office.

A "Small Contractor or Supplier" (SCS) means that a business and the person or persons who own and control it are in a financial condition, which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Program is set at fifty percent (50%) of the Federal Small Business Administration (SBA) small business size standards using the North American Industrial Classification System (NAICS), and an Owners' Personal Net Worth less than \$750K dollars.

A "Certified Firm" means a business that has applied for participation in King County's Contracting Opportunities Program, and has been certified as an SCS by the King County Business Development and Contract Compliance (BDCC) office. Information about becoming a Certified Firm, as well as a list of Certified Firms, may be obtained by visiting the King County's Contracting Opportunities Program Website address: <http://www.kingcounty.gov/exec/BusinessDev/contractingopps.aspx> (you may search SCS firms by accessing the "SCS Directory" tab on the left side of the screen) or contacting the BDCC office at (206) 205-0700.

In the evaluation of proposals, ten (10) points will be allotted for SCS participation. King County will count only the participation of SCSs that are certified by King County at the date and time of proposal submittal. After tabulation of the selection criteria points of all prime submitters, ten (10) points shall be added to the score of all proposals that meet at least one of the two following sub-criterion:

1. If the Prime submitter who is an SCS firm and includes the SCS certification number on page one of this proposal is eligible to receive the maximum points for this criterion.
2. If the Prime submitter is not an SCS but will use SCSs for at least 5% of the total contract labor hours in the work to be performed in this contract, and who complete the following table and include it in their proposal submission:

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

SCS participation shall be counted only for SCSs performing a commercially useful function according to custom and practice in the industry. A commercially useful function is defined as a specific scope of work for which the SCS has the management and technical expertise to perform using its own workforce and resources.

**PART 8 - INSURANCE**

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

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

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

**PART 9 - REQUIRED FORMS**

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

***Complete and submit when requested.***


Exhibit B to the Contract - Consultant Disclosure Form

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

**PART 10 - BID PROPOSAL CHECKLIST**

- A. One (1) signed copy of entire RFP package. (Pages 1-??)
- B. One (1) signed copy of any Addendum that was issued. (If it has signature box at bottom of first page, it must be returned.)
- C. One (1) unbound copy of proposal response marked "Original."
- D. Ten (10) copies of proposal response.
- E. One (1) CD-ROM, with either one (1) pdf version of the proposal, one (1) Microsoft Word version of the submittals (2000-2005 edition), or both. (Please label your CD with company's name)

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

| <b>URGENT – SEALED BID ENCLOSED</b>       |   |
|---|---|
| <b>Do Not Delay – Deliver Immediately</b> |   |
| <b>URGENT</b>                             |  <b>King County</b>  |
|   | King County Procurement &<br>Contract Services Section<br>Chinook Bldg, 3 <sup>rd</sup> Floor, 401<br>Fifth Avenue<br>CNK-ES-0340<br>Seattle, WA 98104-2333 |
|   | <b>Bid No. RFP 1222-10CMB</b>   |
|   | <b>Bid Title State Government<br/>           Relations Consultant</b>   |
|   | <b>Due Date</b>   |
|   | <b>Vendor</b>   |
| <b>URGENT</b>                             |   |

#### EXHIBIT A – SAMPLE CONTRACT

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

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

# Exhibit A – Sample Contract for Technical Services – 2010



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

|  |                           |
|--|---------------------------|
| <b>Contract No.:</b> _____   | <b>Department:</b> _____  |
| <b>Federal Taxpayer I.D.:</b> _____                                    | <b>Consultant:</b> _____  |
| <b>Amount: \$</b> _____  | <b>Fund Source:</b> _____ |
| <b>Duration:</b> _____   | <b>To:</b> _____          |
| <b>Services Provided: <u>State Government Relations Consultant</u></b> |                           |

**THIS CONTRACT** is entered into by **KING COUNTY** (the "County"), and \_\_\_\_\_ (the "Consultant"), whose address is \_\_\_\_\_ The County is undertaking certain activities related to \_\_\_\_\_, and

the County desires to engage the Consultant to render certain services in connection with such undertakings of the County,

**NOW, THEREFORE**, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and do mutually agree as follows:

## I. CONTRACT DOCUMENT

The Consultant shall provide services and comply with the requirements set forth herein. The Contract shall consist 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 Amendments executed pursuant to Section XVII herein.
2. Contract for Technical Services, which includes:
  - Scope of Services .....Attached hereto as Exhibit A
  - Consultant Disclosure Form (K.C.C. 3.04).....Attached hereto as Exhibit B
  - Equal Benefits Compliance Declaration .....Attached hereto as Exhibit C
  - Certificate(s) of Insurance and Policy Endorsement.....Attached hereto as Exhibit D
  - W9 Form (if required) .....Attached hereto as Exhibit E
  - List of Subcontractors and/or Suppliers (if applicable).....Attached hereto as Exhibit F
  - Final Affidavit of Amount(s) Paid (if applicable) .....Attached hereto as Exhibit G
3. Request for Proposal (and any addenda)
  - RFP 1222-10CMB .....Attached hereto as Exhibit N
4. Consultant's Proposal
  - .....Attached hereto as Exhibit O

## II. DURATION OF CONTRACT

This Contract shall commence on the \_\_\_\_\_ day of \_\_\_\_\_, 2010, and shall terminate on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, unless extended or terminated earlier, pursuant to the terms and conditions of the Contract.

### III. COMPENSATION AND METHOD OF PAYMENT

- A. The County shall reimburse the Consultant for satisfactory completion of the services and requirements specified in this Contract in an amount not to exceed \$ \_\_\_\_\_, payable in the following manner:
- B. The Consultant shall submit its final invoice and such other documents as are required pursuant to this Contract within ten (10) calendar days of completion of the Scope of Services. Unless waived by the County in writing failure by the Consultant to submit the final invoice and required documents will relieve the County from any and all liability for payment to the Consultant for the amount set forth in such invoice or any subsequent invoice.
- C. If the Consultant fails to comply with any terms or conditions of this Contract or to provide in any manner the work or services agreed to herein, the County may withhold any payment due the Consultant until the County is satisfied that corrective action, as specified by the County, has been completed. This right is in addition to and not in lieu of the County's right to terminate this Contract as provided in Section IV below.

### IV. TERMINATION

- A. The County without cause may terminate this Contract, in whole or in part, upon providing the Consultant ten (10) calendar days' advance written notice of the termination.
- If the Contract is terminated pursuant to this Section IV, paragraph A: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and (2) the Consultant shall be released from any obligation to provide further services pursuant to the Contract.
- B. The County may terminate this Contract, in whole or in part, upon five (5) calendar days' advance written notice in the event: (1) the Consultant materially breaches any duty, obligation, or services required pursuant to this Contract, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible.
- If the Contract is terminated by the County pursuant to this Subsection IV (B) (1), the Consultant shall be liable for damages, including any additional costs of procurement of similar services from another source.
- If the termination results from acts or omissions of the Consultant, including but not limited to misappropriation, nonperformance of required services or fiscal mismanagement, the Consultant shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Consultant by the County.
- C. If expected or actual funding is withdrawn, reduced or limited in any way prior to the termination date set forth above in Section II or in any amendment hereto, the County may, upon written notice to the Consultant, immediately terminate this Contract in whole or in part.
- If the Contract is terminated pursuant to this Section IV, paragraph C: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and (2) the Consultant shall be released from any obligation to provide further services pursuant to the Contract.

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

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

#### V. MAINTENANCE OF RECORDS

- A. The Consultant shall maintain, and shall require any subconsultant to maintain, accounts and records, including personnel, property, financial, and programmatic records and such other records as may be deemed necessary by the County to ensure proper accounting for all contract funds and compliance with this Contract. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this Contract. The Consultant shall make such documents available to the County for inspection, copying, and auditing upon request.
- B. All records referenced in subsection (A) shall be maintained for a period of six (6) years after completion of work or termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14, or unless a longer retention period is required by law.
- C. The Consultant shall provide access to its facilities, including those of any subconsultant, to the County, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract.
- D. The Consultant agrees to cooperate with the County or its designee in the evaluation of the services provided under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluation shall be maintained and disclosed in accordance with RCW Chapter 42.17.
- E. If the Consultant received a total of \$500,000.00 or more in federal financial assistance during its fiscal year from the County, and is a non-profit organization or institution of higher learning or a hospital affiliated with an institution of higher learning, and is, under this Contract, carrying out or administering a program or portion of a program, it shall have an independent audit conducted of its financial statement and condition, which shall comply with the requirements of GAAS (generally accepted auditing standards), GAO's Standards for Audits of Governmental Organizations, Programs, Activities and Functions and OMB Circulars A-133 and A-128, as amended and as applicable. Consultants receiving federal funds from more than one County department or division shall be responsible for determining if the combined financial assistance is equal to or greater than \$500,000.00. The Consultant shall provide one copy of the audit report to each County division providing federal financial assistance to the Consultant no later than six (6) months subsequent to the end of the Consultant's fiscal year.

#### VI. CORRECTIVE ACTION

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



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

## VII. ASSIGNMENT/SUBCONTRACTING

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

## VIII. HOLD HARMLESS AND INDEMNIFICATION

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

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by or on behalf of the Consultant, its employees and/or others due to this Contract. The Consultant shall protect, indemnify, defend and save harmless the County and its officers, agents and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Consultant's failure to pay any such compensation, wages, benefits or taxes; and/or (2) the supplying to the Consultant of work, services, materials, and/or supplies by Consultant employees or other suppliers in connection with or in support of the performance of this Contract.

- B. The Consultant further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception that occurs due to the negligence, intentional act and/or failure for any reason to comply with the terms of this Contract by the Consultant, its officers, employees, agents, and/or representatives. This duty to repay shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract, or the Termination section.
- C. The Consultant shall protect, defend, indemnify, and save harmless the County, [and the State of Washington (when any funds for this Contract are provided by the State of Washington)], their officers, employees, and agents from any and all costs, fees (including attorney fees), claims, actions, lawsuits, judgments, awards of damages or liability of any kind, arising out of or in any way resulting from the negligent acts or omissions of the Consultant, its officers, employees, sub-consultants of any tier and/or agents. The Consultant agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, sub-consultants of any tier or agents.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this paragraph C, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in an unfair trade practice.

- D. For purposes of paragraphs A and C above, the Consultant, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.
- E. In the event the County incurs attorney fees and/or costs in the defense of claims within the scope of paragraph A and C above, such attorney fees and costs shall be recoverable from the Consultant. In addition, King County shall be entitled to recover from the Consultant its attorney fees, and costs incurred to enforce the provisions of this section.
- F. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Contract.
- G. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this agreement.

## IX. INSURANCE REQUIREMENTS

- A. By the date of execution of this Contract, the Consultant shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property, including products-completed operations that may arise from, or in connection with, the performance of work hereunder by the Consultant, its agents, representative, employees, and/or subconsultants. The Consultant or subconsultant shall pay the cost of such insurance. The Consultant may furnish separate certificates of insurance and policy endorsements from each subconsultant as evidence of compliance with the insurance requirements of this Contract.

For All Coverages:

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

If coverage is approved and purchased on a "claims made" basis, the Consultant warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date of completion of the work which is the subject of this Contract.

By requiring such minimum insurance coverage, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Consultant under this Contract. The Consultant shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

**B. Minimum Scope Of Insurance**

Coverage shall be at least as broad as:

1. **General Liability:**

Insurance Services Office form number (CG 00 01 current edition) covering COMMERCIAL GENERAL LIABILITY including Products and Completed Operations.

2. **Professional Liability:**

Professional Liability, Errors and Omissions coverage. In the event that services delivered pursuant to this Contract either directly or indirectly involve or require professional services, Professional Liability, Errors and Omissions coverage shall be provided.

3. **Automobile Liability:**

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

4. **Workers' Compensation:**

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

5. **Employers Liability or "Stop-Gap":**

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

**C. Minimum Limits of Insurance**

The Consultant shall maintain limits no less than,

1. **General Liability: \$1,000,000** combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a **\$2,000,000** aggregate limit.

2. Professional Liability, Errors and Omissions: \$N/A Per Claim and in the Aggregate
3. Automobile Liability: \$N/A combined single limit per accident for bodily injury and property damage.
4. Workers' Compensation: Statutory requirements of the State of residency, and
5. Employers' Liability or "Stop Gap" coverage: **\$1,000,000**

D. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Consultant's liability to the County and shall be the sole responsibility of the Consultant.

E. Other Insurance Provisions

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

1. All Liability Policies except Workers Compensation and Professional Liability:
  - a. The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Consultant in connection with this Contract.
  - b. The Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees or agents shall not contribute with the Consultant's insurance or benefit the Consultant in any way.
  - c. The Consultant's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
2. All Policies:
  - a. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) calendar days prior written notice, has been given to the County.

F. Acceptability of Insurers

Unless otherwise accepted by the County:

Insurance coverage is to be placed with insurers with a Bests' rating of no less than A: VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.

Professional Liability, Errors and Omissions insurance coverage may be placed with insurers with a Bests' rating of B+:VII. The County must approve any exception.

If at any time any of the foregoing policies fail to meet minimum requirements, the Consultant shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

G. Verification of Coverage

The Consultant shall furnish the County with certificates of insurance and endorsements required by this Contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on forms approved by the County and are to be received and approved by the County prior to the commencement of activities associated with the Contract. The County reserves the rights to require complete, certified copies of all required insurance policies at any time.

If Professional Liability coverage is required under this contract, the Certificate of Insurance provided by the Consultant shall specifically state that the activities required under Contract # TBD are included under this policy.

H. Subconsultants

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

X. CONFLICT OF INTEREST, NONCOMPETITIVE PRACTICES AND DISCLOSURE

A. Conflict of Interest

By entering into this Contract to perform work, the Consultant represents that it has no interest and shall not acquire any interest that conflicts in any manner or degree with the work required to be performed under this Contract. The Consultant shall not employ any person or agent having any conflict of interest. In the event that the Consultant or its agents, employees or representatives hereafter acquire such a conflict of interest, it shall immediately disclose such conflict to the County. The County shall require that the Consultant take immediate action to eliminate the conflict up to and including termination for default.

B. Contingent Fees and Gratuities

By entering into this Contract to perform Work, the Consultant represents that:

1. No person except as designated by Consultant has been 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 Consultant or any of its 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 enter into any other Contracts with King County for a period of two (2) years.

C. Disclosure of Current and Former County Employees; Disclosure of Interests under KCC 3.04.120

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 Consultant, 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. Consultant 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 transaction may result in the County's termination of this Contract.
3. After Contract award, the Consultant is responsible for notifying the County of current or former County employees who may become involved in the Contract at any time during the term of the Contract.
4. If the Consultant is providing professional or technical services to the county costing in excess of \$2,500.00, then pursuant to K.C.C. 3.04.120, which is incorporated herein by this reference, the Consultant shall file with both the County Executive and the King County Board of Ethics a sworn disclosure statement. The Contractor further agrees to comply with all provisions set out in K.C.C. 3.04.120.

#### XI. NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

- A. Nondiscrimination in Employment. During performance of this Contract, the Consultant 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 Consultant will 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. The Consultant's 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 Consultant agrees 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.
- C. Equal Benefits to Employees with Domestic Partners. Pursuant to Ordinance 14823, King County's "Equal Benefits" (EB) ordinance, and related administrative rules adopted by the County Executive, as a condition of award of a contract valued at \$25,000 or more, the Consultant agrees that it shall not discriminate in the provision of employee benefits between employees with spouses, and employees with domestic partners during the performance of this Contract. Failure to comply with this provision shall be considered a material breach of this Contract, and may subject the Consultant to administrative sanctions and remedies for breach.

When the contract is valued at \$25,000 or more, the Consultant shall complete a Worksheet and Declaration form for County review and acceptance prior to Contract execution. The EB

Compliance forms, Ordinance 14823 (which is codified at KCC Chapter 12.19), and related administrative rules are incorporated herein by reference. They are also available online at: [http://www.kingcounty.gov/operations/procurement/Services/Equal\\_Benefits.aspx](http://www.kingcounty.gov/operations/procurement/Services/Equal_Benefits.aspx)

- D. Nondiscrimination in Subconsulting Practices. During the term of this Contract, the Consultant shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subconsultants and suppliers, the Consultant 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 Consultant shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination. These laws include, but are not limited to, RCW Chapter 49.60, Titles VI and VII of the Civil Rights Act of 1964, the American with Disabilities Act, and the Restoration Act of 1987. In addition, King County Code 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 shall further comply fully with any equal opportunity requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents.
- F. Small Contractors and Suppliers and Minority and Women Business Enterprises Opportunities. King County encourages the Consultant to utilize small businesses, including Small Contractors and Suppliers (SCS), as defined below, and minority-owned and women-owned business enterprises certified by the Washington state Office of Minority and Women's Business Enterprises (OMWBE) in County contracts. The County encourages the Consultant to use the following voluntary practices to promote open competitive opportunities for small businesses, including SCS firms and minority-owned and women-owned business enterprises:
1. Inquire about King County's Contracting Opportunities Program. King County has established a Contracting Opportunities Program to maximize the participation of Small Contractors and Suppliers (SCS) in the award of King County contracts. The Program is open to all SCS firms certified by King County Business Development and Contract Compliance (BDCC). As determined by BDCC and identified in the solicitation documents issued by the County, the Program will apply to specific contracts. However, for those contracts not subject to the Program or for which the Consultant elected not to participate in the Program during the solicitation stage, the Consultant is still encouraged to inquire voluntarily about available firms. Program materials, including application forms and a directory of certified SCS firms, are available at the following Web-site address: <http://www.kingcounty.gov/bdcc>
- The term "Small Contractors and Suppliers" (SCS) means that a business and the person or persons who own and control it are in a financial condition which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Program is set at fifty percent (50%) of the Federal Small Business Administration (SBA) small business size standards using the North American Industry Classification System and Owners' Personal Net Worth less than \$750K dollars.
2. Contact the Washington State Office of Minority and Women's Business Enterprises (OMWBE) to obtain a list of certified minority-owned and women-owned business enterprises by visiting their website at <http://www.omwbe.wa.gov/> or by telephone (866) 208-1064 Toll Free.

3. Use the services of available community organizations, consultant groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses, including SCS firms and minority-owned and women-owned business enterprises.
- G. Record-Keeping Requirements and Site Visits. The Consultant shall maintain, for at least 6 years after completion of all work under this Contract, and permit access by the County to the following:
1. Records of employment, employment advertisements, application forms, other pertinent data and records related to the Contract for the purpose of monitoring, audit and investigation to determine compliance with any equal opportunity requirements set forth in any federal regulations, statutes or rules included or referenced in the Contract documents; and
  2. Records, including written quotes, bids, estimates or proposals submitted to the Consultant by all businesses seeking to participate on this Contract, and any other information necessary to document the actual use of and payments to subconsultant and suppliers in this Contract, including employment records.
  3. The County may visit, at any time, the site of the work and the Consultant's office to review the foregoing records. The Consultant shall provide every assistance requested by the County during such visits. In all other respects, the Consultant shall make the foregoing records available to the County for inspection and copying upon request. If this Contract involves federal funds, the Consultant shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the Contract.
- H. Compliance with Section 504 of the Rehabilitation Act of 1973, as amended (Section 504) and the American with Disabilities Act of 1990 as amended (ADA). Pursuant to Title II of the ADA, and Section 504, King County must not discriminate against people with disabilities in providing services, programs or activities even if those services, programs or activities are carried out by contractors. The Contractor agrees that it shall provide all programs, services, and activities to County employees or members of the public under this Contract in the same manner as King County is obligated to under Title II of the ADA, and Section 504 and shall not deny participation or 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.
1. The Consultant agrees to provide to persons with disabilities access to programs, activities and services provided under the Contract or agreement, as required by the disability access laws as defined by KCC 12.16; and
  2. The Consultant shall not discriminate against persons with disabilities in providing the work under the Contract. In any subcontracts for the programs, activities and services under their Contract or agreement with the County, the Consultant shall include the requirement that the subconsultant provide to persons with disabilities access to programs, activities and services provided under the Contract or agreement, 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 subconsultant shall provide that the County is a third party beneficiary to that required provision.
- I. Sanctions for Violations - Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of contract, for which the Consultant may be subject to damages, withholding payment and any other sanctions provided for by contract and by applicable law.



## XII. REQUIRED SUBMITTALS

- A. Required Submittals Upon Completion of Work. Upon completion of work and as a condition precedent to final payment, the Contractor shall submit a Final Affidavit of Amounts Paid. Identify amounts actually paid, and any amounts owed, to each subconsultant and/or supplier (if applicable) for performance under this Contract. Failure to submit such affidavits may result in withholding of payments or the final payment. Submit these documents to King County Business Development and Contract Compliance section at the address below:

Business Development and Contract Compliance  
400 Yesler Way, Suite 510, 5<sup>th</sup> Floor  
Seattle, WA 98104

## XIII. PATENTS, COPYRIGHTS AND RIGHTS IN DATA

The County shall own and retain any non-derivative patentable result or materials suitable for copyright arising out of this Contract. 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 Consultant agrees that the ownership of any plans, drawing, designs, Scope of Work, 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 Consultant 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 Consultant shall also place its endorsement on all Consultant-furnished Subject Data. All such identification details shall be subject to approval by the County prior to printing.

The Consultant shall ensure that the substance of foregoing subsections is included in each subcontract for the Work under this Contract.

## XIV. ENVIRONMENTAL PURCHASING POLICY

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

## XV. ENTIRE CONTRACT/WAIVER OF DEFAULT

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

## XVI. PUBLIC DISCLOSURE OF CONTRACTS

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 Consultant considers any portion of any record provided to King County under this Contract, whether in electronic or hard copy form, to be protected under law, the Consultant shall clearly identify each such portion with words such as “CONFIDENTIAL,” “PROPRIETARY” or “BUSINESS SECRET.” If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the Act. If the County determines that the material is subject to disclosure, the County will notify the Consultant of the request and allow the Consultant ten (10) business days to take whatever action it deems necessary to protect its interests. If the Consultant fails or neglects to take such action within said period, the County will release the portions of record(s) deemed by the County to be subject to disclosure. King County shall not be liable to the Consultant for inadvertently releasing records pursuant to a disclosure request not clearly identified by the Consultant as “CONFIDENTIAL,” “PROPRIETARY” or “BUSINESS SECRET.”

**XVII. NOTICES**

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

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

KING COUNTY:

CONSULTANT:

\_\_\_\_\_  
Department/Agency Name  
(Type or print)

\_\_\_\_\_  
Consultant Name  
(Type or print)

\_\_\_\_\_  
Address Line 1 (Type or print)

\_\_\_\_\_  
Address Line 1 (Type or print)

\_\_\_\_\_  
City, State, Zip Code (Pls. type or  
print)  
( )

\_\_\_\_\_  
City, State, Zip Code  
(Pls. type or print)  
( )

\_\_\_\_\_  
Telephone Number (Type or print)

\_\_\_\_\_  
Telephone Number  
(Type or print)  
( )

\_\_\_\_\_  
FAX Number (Type or print)

**XVIII. CONTRACT AMENDMENTS**

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

**XIX. APPLICABLE LAW AND FORUM**

This Contract shall be governed by and construed according to the laws of the State of Washington, including, but not limited to, the Uniform Commercial Code, Title 62A RCW. Any claim or suit concerning this Contract may only be filed and prosecuted in either the King County Superior Court or U.S. District for the Western District of Washington, in Seattle.

KING COUNTY:

FOR

\_\_\_\_\_  
Signature - King County Executive

\_\_\_\_\_  
Date (Type or print)

CONSULTANT:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Type or print)

\_\_\_\_\_  
Title (Type or print)

\_\_\_\_\_  
Date (Type or print)

Approved as to Form:  
OFFICE OF THE KING COUNTY  
PROSECUTING ATTORNEY

**To:** Cathy M. Betts, Purchasing  
King County

**From:** Len McComb & Jim Hedrick

**SUBJECT:** RFP No. 1222-10-CMB

**Date:** October 7, 2010

This submittal has been prepared by the lobbying team of Len McComb and Jim Hedrick in response to King County RFQ No. 1222-10-CMB.

Experience:

Mr. McComb and Mr. Hedrick have jointly been providing state lobbying services on a contractual basis for the past four years. They bring a wealth of experience in serving clients with economic development, budget, and public policy objectives by using their in-house experience and built-in relationships with the executive and legislative branches, agency directors and key staff. Their forte is securing state funding for specific programs in economic development, health care, environmental remediation and local infrastructure. They also have a proven ability to build and lead coalitions that successfully achieve outcomes.

Prior to contract lobbying, Mr. McComb enjoyed a distinguished career in state government as House Democrat Caucus Staff Director and is the only person to serve as both Director of the Office of Financial Management and the Department of Revenue. Mr. McComb has been contract lobbying for over 15 years in Olympia.

Mr. Hedrick served in state government for 17 years as a research analyst in the House of Representatives and Legislative Liaison for the Department of Revenue and the Office of Financial Management. Mr. Hedrick has been contract lobbying for 6 years in Olympia.

Currently, the team shares lobbying duties for the Washington State Hospital Association, Washington Community Health Network, City of Everett, and the Port of Everett. Other individual clients include the Association of Public Hospital Districts, Greater Spokane Incorporated, City of University Place and several economic development projects.

Recent successes of our lobbying team for local governments include: the new public facilities district for the City of Kent Events Center, authorization for new high-demand higher education programs in the Everett-region, a commitment by the State Department of Ecology for an amount to remediate the Port of Everett Asarco site, and operating and construction funds for an electrical engineering program at WSU-Vancouver.

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The team of Mr. McComb and Mr. Hedrick share with their clients' extensive experience in fiscal matters, including budgeting and taxation. Their tenure within state government has earned them firsthand experience of how state budgeting and local government programs intersect, and

they possess intimate knowledge of how many local programs and funding formulas were developed. Mr. McComb has had direct oversight over many of the formulas currently in statute and Mr. Hedrick was instrumental in developing executive strategies for funding local government program including public infrastructure, criminal justice, and public health. This insight is not found in other lobbying teams. It also offers them the ability to secure success by recommending realistic proposals and working directly with state agencies in their processes of vetting those proposals.

#### Relationships:

Our team enjoys extensive relationships with the current King County legislative delegation, the governor's office and executive branch. Mr. McComb's expertise is requested on budget, taxation and health care issues numerous times during each legislative session and throughout the year by key leadership, including Speaker Chopp, and budget writers. Given Mr. McComb's health care clients there are also strong relationships with key King County legislators including Health Care chairs Reps. Eileen Cody, Eric Pettigrew and Sen. Karen Keiser. Both Mr. McComb and Mr. Hedrick work closely with fiscal chairs and budget writers Reps. Ross Hunter, Pat Sullivan and Sens. Margarita Prentice and Rodney Tom. Beyond these relationships our team has a healthy respect among legislators on both sides of the aisle for our expertise and experience and credibility on public policy issues.

#### Approach:

Our team will develop a legislative strategy in conjunction with County officials and staff to actively pursue the County's identified public policy objectives and issues that may arise during the legislative session. The strategy development will include identifying the most feasible financing mechanisms, identifying legislators, legislative staff and executive staff to be contacted, identifying external stakeholder groups to support the County's objective, identifying issues to leverage influence upon legislators, and developing data and preparing briefing materials to communicate to legislators.

We will research financing options both within existing statute and possible new financing mechanisms. If new financing mechanisms are deemed appropriate, the consultant will develop and draft appropriate legislation and make contacts with appropriate state agencies to negotiate the state fiscal impact.

#### Communication:

Our team will conduct ongoing communication with the County including a weekly conference call to County officials and staff and if desired, a weekly written report detailing the team's activities on behalf of the County. The written narrative will include a recap conversations pertaining to the County's objective with legislators, legislative staff, state agency staff and other lobbyists. At a time identified by the County after the 2011 legislative session, the team will

provide a final written report, including a public oral presentation if desired, pertaining to the status of any and all issues, research projects and agenda development.

We will conduct on-going outreach, in conjunction with County staff, to both executive and legislative members and legislative personnel maximizing their considerable existing relationships with the Governor's office and members of legislative leadership.

The team will develop presentation materials, prepare and submit legislative testimony, and be primarily responsible for coordinating any data or clarifications requested by legislators, legislative staff or executive staff.

References:

Pat McClain, Governmental Affairs Director  
City of Everett  
2930 Wetmore Ave, Ste 10-A  
Everett, WA 98201  
Phone: 425.257.7104  
Email: [PMcClain@ci.everett.wa.us](mailto:PMcClain@ci.everett.wa.us)

Description: Secured the authorization for a new branch campus to be located in the Snohomish-Island-Skagit County area. Authorization for the new campus and state funding for a siting and curriculum study was appropriated. The assignment required a specialized budget strategy and on-going negotiation with the Governor's office.

John Mohr, Executive Director  
Port of Everett  
PO Box 538  
2911 Bond Street  
Everett, WA 98206  
Phone: 425.259.3164  
Email: [johnm@portofeverett.com](mailto:johnm@portofeverett.com)

Description: Active pursuit of opportunities for local infrastructure funding for economic development programs. Successful negotiations with the state Department of Ecology (DOE) that will secure a minimum funding level for environmental remediation of the Everett Asarco site. The assignment required a specialized budget strategy and on-going negotiation made possible with built-in relationships with DOE.

Ben Wolters, Director of Economic Development  
City of Kent  
220 Fourth Ave S  
Kent, WA 98302  
Phone: 253.856.5703  
Email: [bwolters@ci.kent.wa.us](mailto:bwolters@ci.kent.wa.us)

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**Description:** Secured the City of Kent as the first King County municipality to be designated as its own public facilities district and a \$5 million capital budget appropriation for the design and construction of the Kent Events Center. The assignment required a very specialized budget strategy and the use of considerable access with legislative leadership for a large time-sensitive local project.

**Len McComb, *Principal and Owner***  
***Two Medicine Communications***  
***Public Affairs Consulting***

**360/951-1661 Cellular, pager, and voicemail**  
**360/943-3302 Fax**  
**lmccomb@centurytel.net**

Upon leaving state government service in 1997, I established my public affairs consulting firm, Two Medicine Communications (TMC). Since that date I have successfully participated in the following projects:

**HEALTH CARE**

I have provided analysis, legislative strategy, and legislative representation to the Washington State Hospital Association, the Community Health Network of Washington and the hospitals and community health centers they represent. In this activity the results listed below have been achieved.

**Hospital Safety Net Assessment/ Medicaid Hospital Rate Increases**

- In 2010, TMC led the effort to develop, draft, and procure legislative enactment of the safety net assessment fund to bring in more federal Medicaid financing for Washington hospitals. Under this program hospitals will be assessed a fee based on non-Medicare patient days. These fees will be used to draw down additional federal Medicaid matching funds. Hospitals will receive increased Medicaid payment rates that will cover the assessments paid, restore cuts made in the 2009 legislative budget, and avoid further Medicaid rate cuts proposed by the Governor and legislature. The enactment of this program will provide approximately \$682 million in additional funds to Washington hospitals over the period 2009-2013.
- In 2007 TMC obtained appropriations for Medicaid inpatient rate increases of over 18% based on the design of a new payment system. The new system more equitably reimburses Washington Medicaid hospitals based on statewide average costs. The budget which was enacted implemented this more equitable system and fixed selected special areas for in-patient services for children's and psychiatric services. In 2005 TMC secured the state funding for the aforementioned study and an interim rate increase in Medicaid in-patient and out-patient hospital rates.



- In 2010 TMC was able to convince the legislative leadership to not eliminate the rural and urban Indigent Assistance Disproportionate Share Hospital (DSH) programs. These programs provide vital funding for hospitals to care for low-income uninsured patients. The cuts avoided in this instance would have reduced funds to hospitals by \$22 million. TMC had previously been successful in 2005 in significantly expanding the amount of DSH payments to non-profit and public hospitals.
- In 2003 the legislative advocacy of TMC for adequate hospital funding was successful, resulting in the prevention of \$250 million in budget reductions which were proposed by the State Senate but avoided in the final conference budget enacted by the legislature.
- In 2001 TMC was able to obtain \$54 million in new state funding for rural and public hospital districts, the legislative rejection of a proposal to cut funding in state support for hospitals which provide medical care to indigent patients, the restoration of funding for hospitals that provide the highest levels of charity care to low income persons, and the abandonment of an administrative rule which would have imposed a duplicative cost burden for compliance on hospitals.

#### Cover All Kids

- In 2007 after three years of incremental steps, TMC was a lead legislative strategist in enacting a statute to cover all kids under Medicaid or private insurance by 2010 and improve children's health outcomes. The bill created one unified children's health program for those on state-subsidized insurance, eliminated waiting lists for children's health insurance, raised the income limits for eligible families through the institution of a sliding scale system, allowed higher-income families to purchase insurance for their children, and established an outreach program to reach those newly eligible. TMC was able to obtain \$61 million in the budget to fund the provisions of this legislation for the 2007-2009 biennium.
- In the 2005-07 biennium, as one of the incremental steps mentioned above TMC led the effort to secure \$52 million to eliminate children's medical premiums for those from families below 150% of the federal poverty level and reduce them substantially for children from families with income up to 250% of the federal poverty level.
- In 2007 TMC played a key role in expanding children's health coverage for medical and dental services for 39,000 kids by obtaining a \$61 million appropriation in the biennial budget.

- In both the 2009 and 2010 legislative sessions the children's health insurance program (Apple Health for Kids) was threatened with cuts in funding which would have drastically reduced eligibility for the program. TMC helped lead a coalition which successfully resisted cuts to this vital program.

#### **Provision of State Subsidized Insurance for Low Income Working People**

- In 2001 TMC provided financial management and policy advice to the executive committee which promoted the successful initiative, I-773. I-773 raised tobacco taxes to provide additional funding for the provision of healthcare to low-income working people through the Basic Health Program (BHP). In this role TMC designed the financial provisions of the initiative, assisted in the drafting of the initiative, and developed and presented explanatory materials to newspaper editorial boards.
- In 2002 TMC succeeded in getting \$300 million of the I-733 funds appropriated to the BHP. These funds allowed the BHP to expand to include 47,000 more persons.
- In the 2003 session, a time marked by deep legislative cuts to the state budget for healthcare TMC was able to convince the House to avoid the most dramatic cuts to the Basic Health Program. However, the funding for the program was significantly reduced and the program was limited to 100,000 participants.
- In 2005 TMC led the effort to secure an additional budget appropriation of \$44 million which allowed the BHP to continue to serve 100,000 individuals even though the costs of the program had increased significantly.
- In 2007 TMC was able to lead the successful effort to have the legislature appropriate over \$8 million to provide coverage for 3,000 more people in the BHP.
- In both the 2009 and 2010 legislative sessions, as a result of the deepest economic recession since the Depression and concomitant reduction in state revenues, the BHP has been a target for elimination in the budgets proposed by the Governor. TMC helped lead the effort in both sessions to protect and preserve as much of the funding for BHP as possible. As a result of this effort the BHP has been preserved at a level that allows coverage for 65,000 individuals and will obtain federal matching funds through a Medicaid waiver, thereby allowing the program to stabilize its funding.

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#### **Preserving Health Care for the Most Vulnerable Incapacitated People**

More than 20,000 low-income people who are physically or mentally disabled and unable to work rely on the General Assistance-Unemployable (GAU) medical program for access to healthcare. Prior to 2004 the program was strictly delivered as a fee-for-service program.

Given that the patient characteristics of the recipients are dominated by diagnoses of co-occurring mental illness, chronic physical conditions, and substance abuse conditions, the cost and utilization trends have presented serious budget challenges to keep the program funded and stimulated the legislative move to reform the program to provide the services more effectively for the patients and the state.

- In the 2004 session of the legislature, TMC was able to convince the state policymakers that serving these patients through a managed care medical home model had the potential to reform the program delivery. Accordingly, the state agreed to deliver the program in the state's two most populous counties through a managed medical care pilot. The goals of the pilot were to reduce inappropriate emergency room use, reduce pharmaceutical costs, and improve patient outcomes. All these benefits were to be achieved within available appropriated funds. TMC's client received the contract to provide the care under the program.
- In the 2007 legislative session TMC was successful in convincing the legislature to add a mental health benefit to the aforementioned pilot program. The early experience of the pilot illustrated the difficulty of managing patients' medical care without addressing their mental health issues. Mental health benefits were thereby funded for the two pilot counties in the 2007-09 biennial budget.
- In the 2009 session TMC was successful in pushing the state to expand the integrated managed care model statewide with the inclusion of the mental health benefit and physical rehabilitation benefit introduced in the pilot counties earlier. As a result, the program was funded adequately at a time when all budgets were being cut, not expanded.
- In the 2010 legislative session, again a time of budget reductions and program eliminations TMC was able to help keep the program fully funded, leaving thousands of vulnerable people insured with access to primary, specialty, and mental health care. The program was also reformed by redesigning the incapacity exams for eligibility and expediting the processes that help patients transition into long-term support programs such as the federal Social Security Income (SSI). TMC's client has remained the sole provider of the services mentioned above for the last five years.

#### **Protecting Funding for Community Health Service (CHS) Grants**

- Outside of hospital emergency rooms, Community health Centers (CHCs) are the only providers required to treat the uninsured regardless of ability to pay. With nearly a million uninsured individuals in Washington State, preserving the funding to serve the uninsured at the CHCs has been critical to the preservation of the healthcare safety net. The Community Health Services (CHS) grants help CHCs offset the cost of providing

primary medical, dental and migrant health services for uninsured residents in the communities served.

- In the 2004 legislative session, TMC was able to secure a 25% increase in CHS grants going to the CHC clients.
- In the 2007 meeting of the legislature, TMC was able to obtain funding of \$24 million to offset the costs of providing medical and dental care provided to the uninsured by the CHCs for the 2007-09 biennium.
- During the interim between the 2008 and 2009 legislative session, TMC participated as a lead negotiator for the CHCs in discussions with the state which preserved the federal and state funding levels for the Federally Qualified Health Centers (FQHC) enhancement payments under the state's Medicaid program. The resulting agreement preserved \$35 million a biennium in funding and established an index for adjusting the payments in the future, and a procedure for regular rebasing of the data that resets base payment levels.
- In the 2010 legislative session, when the state budget was cut by another \$1 billion, TMC was able to lead the effort which resulted in preserving the existing level of CHS grants to the CHCs.

#### **ECONOMIC DEVELOPMENT AND TAXES**

- In the 2004 legislative session, TMC was a strategic legislative lead in the effort which resulted in an extension of the sales and use tax exemption for equipment and facilities and the business tax credit for high technology research and development expenditures. This effort was undertaken on behalf of a major biotech leader firm. The extension of these tax provisions saves these firms over \$60 million per biennium. The legislation in 2004 extended the tax benefits for an additional ten years, providing well over \$400 million in tax savings for research and development investments over the life of the extension.
  - In the 2003 and 2004 legislative sessions TMC pushed through legislation which explicitly exempted Washington's non-profit and public hospitals from being liable for business taxes on government funded managed care revenue. The value of the exemption exceeds \$50 million a biennium. The legislation also contained a one-time retroactive provision which saved audited hospitals over \$40 million. The retroactive provision was enacted in 2004 to nullify a Governor's veto.
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- In the 2010 legislative session, the state increased the business tax rate on service industries from 1.5% to 1.8% for a three year period. TMC was successful in getting the state's public, non-profit, and for profit hospitals exempted from the temporary increases.

- In the 2001 legislative session, TMC was able to get the legislature to adopt a statute which provided a \$500 million property tax exemption for a private sector firm to enable them to construct a facility to transform liquid radioactive waste at the Hanford nuclear reservation into glassified waste under a contract for the federal Department of Energy.
- In the 2007 session of the legislature, TMC represented a group of six cities and was successful in securing over \$32 million in mitigation funding to those local jurisdictions which were negatively impacted by the change in local sales and use tax sourcing rules from place of origin to place of destination under legislation to comply with the Streamlined Sales Tax legislation.
- In the 2004 legislative session TMC was successful in convincing the legislature to exempt leasehold interests in certain public amphitheaters (already in construction) from the leasehold excise tax.
- In 2007, TMC successfully created and lobbied legislation establishing the only locally-based public facilities district (PFD) in King County for the City of Kent. The PFD authorized a 0.2 percent sales tax credit for 25 years creating a line of credit to the City of Kent worth over \$4 million. In that same legislative session, TMC also successfully lobbied a \$5 million capital budget appropriation for the City of Kent which allowed the new 7,300 seating capacity ShoWare Events Center to become a reality. No other community in the state has received both a PFD designation and a significant budget appropriation for a single project. This lobbying effort allowed Kent to maintain its downtown development progress and provide the new home of the Seattle Thunderbirds WHL hockey franchise, while creating jobs and the construction of the first LEED Silver Standard arena in the country.
- In 2008 TMC secured the inclusion of first phase funding in the state transportation budget for the procurement of four new auto passenger ferries by the state ferry system. The work for this shipbuilding client also resulted in the passage of legislation allowing for a new design/build procurement process to build these new ferries. As a consequence, the client received a share of the contract to build these ferries.
- TMC has been responsible for advocating all of the Port of Everett's on-going legislative, regulatory, and public policy objectives in Olympia since 2005. Currently, the Port of Everett is developing its Port Gardner Warf project with the assistance of TMC in securing state funding. TMC was instrumental in negotiating on behalf of the Port with the state Department of Ecology increased funding for toxic cleanups and resolving land use concurrency issues. TMC has successfully lobbied for state funding for an industrial rail project which supports shipments of Boeing component parts, preliminary transportation funding for modifying US-2, and funding for cleanups of the Port's toxic land sites. TMC successfully lobbied legislation that allowed for land use and transportation planning for marine container ports and stopped legislation that would have placed fees on cargo containers and additional pilotage tariffs on the Ports operators.

- The Mayor's Office of the City of Everett engaged TMC starting in 2007 to pursue legislation and funding to expand access to higher education to Snohomish County, including the establishment of a 4-year institution offering advanced, high-demand degrees. TMC successfully lobbied the legislature to establish a plan for a third University of Washington branch campus to be located in Everett. TMC secured language in the state capital budget directing the state Office of Financial Management to conduct a siting process to locate the new campus. Due to TMC's efforts during the siting process the primary location determined by the study was recommended to be in Everett. TMC continued to pursue additional authorization and state funding for the new branch campus during the 2009 legislative session.

***Director***

***Department of Revenue, State of Washington***

***January 1993-January 1997***

**Policy Accomplishments as Director**

Organized, directed, and controlled the estimation, assessment and receipt of state taxes to assure that state revenues were collected according to the terms of the law; collected local sales and use taxes and leasehold excise taxes under contracts with local government, and supervised local property tax, valuation, assessment and collection activities throughout the state.

DOR was comprised of approximately 1,000 staff with an annual budget of approximately \$65.7 million and annual tax revenue collections of \$6.7 billion. My responsibilities as Director included serving as principal advisor to the Governor on Washington State taxation policy and as the chief executive of the agency.

While director of the Department of Revenue, I designed the policy initiatives, organized the coalitions, and secured the passage of:

- The high technology tax incentives program for research and development activities adopted by the legislature in 1994:
- The manufacturing tax incentive program for machinery and equipment investment adopted in 1995;
- The manufacturing research and development and repair incentives program adopted in 1996; and;
- The small business tax credit program and non-reporting threshold expansions adopted in 1994 and amended in 1996.

### **Management Accomplishments as Director**

- Implementation of the new Washington Management Services alternative to civil service for mid-level managers.
- Introduction of a rigorous quality improvement and efficiency gain program within the department;
- Introduction of a local and wide area network telecommunications system to compliment the agency's mainframe computing system.

*I was also delegated to serve as the Governor's appointee/lead in the following posts:*

### **Governor's Management Team**

The management team was chaired by the Governor's staff director and included the director of legislative and congressional relations, the appointments secretary, the legal counsel, the press secretary, and the OFM assistant director for policy. This team coordinated the Governor's schedule, prepared agency appointment recommendations, prepared budget and policy briefings, set strategy recommendations, and planned and implemented legislative strategies for the Governor.

### **Governor's Policy/Strategy Team**

The Governor's Policy/Strategy Team included the Governor's staff director, the deputy staff director, the director of legislative relations, the policy staff director, and the communications director. This team was responsible for reviewing, developing and implementing legislation; recommending management policies; and developing short and long-term strategies for the Executive Branch.

### **Economic and Revenue Forecast Council**

The Economic and Revenue Forecast Council provided the economic and revenue forecasts which are used to control the executive and legislative budget development processes. The council prepared quarterly forecasts of the national and state economies, and state General Fund and other revenues. The council was governed by four legislative branch and two executive branch members (the Revenue Director was the lead for the administration). My supervision of DOR's research section and the Executive Branch economic team on the Economic and Revenue Forecast Council assured reliable estimates for state revenues.

### **Information Services Board (ISB)**

The Information Services Board was composed of representatives from the higher education system, the K-12 system, the judicial branch, elected officials, the private sector, and the Governor's cabinet agencies. The ISB has responsibility for providing direction to ensure the deployment of cost-effective information technologies to meet the business needs for state government. The Board demanded that information technology products were successfully planned, managed, and implemented. The ISB also

developed, implemented, and maintained computing, telecommunications, and data management policies. I served as the Governor's appointee to the board and was elected chair of the board.

**Director**

***Governor's Office of Financial Management, State of Washington***

***January 1989 – January 1993***

The Governor's Office of Financial Management (OFM) provided budget and policy planning and fiscal administration for the Executive Branch of Washington State government. While Director of OFM, I prepared the Governor's Budget proposals (\$22.3 billion in 1989-91 and \$26.3 billion in 1991-93); monitored budget implementation; conducted policy research and analysis; prepared the Governor's legislative proposals; maintained the statewide accounting system and central books of accounts; conducted long-range planning research; forecasted population growth rates, school enrollment trends, and official state census estimates; provided federal-state liaison services; prepared statistical and narrative documents on state programs; oversaw affirmative action and human resource planning for agencies; maintained a database for state agency use; provided management consulting services to state agencies; and provided accounting services to small state agencies.

My responsibilities included setting policy direction for the above activities, managing 200+ employees within a biennial budget of \$32 million, and serving as the Governor's appointee in the following posts:

**Governor's Management Team**

The management team was chaired by the Governor's chief of staff and included the deputy chief of staff, director of legislative and congressional relations, the appointments secretary, the legal counsel, the press secretary, and the OFM assistant director for policy. This team coordinated the Governor's schedule, prepared agency director appointment recommendations, prepared budget and policy briefings for the Governor, and planned and implemented legislative strategies for the Governor.

**Economic and Revenue Forecast Council**

The Forecast Council provided the economic and revenue forecasts which are used to control the executive and legislative budget development processes. The council prepared quarterly forecasts of the national and state economies, and state General Fund Revenues. The council was governed by four legislative branch and two executive branch members (with OFM being the lead).

**Information Services Board (ISB)**

This Board was composed of representatives from the higher education system, the judicial branch, elected officials, the private sector, and the Governor's cabinet agencies. The ISB had the responsibility for providing direction for the application of cost effective information technologies to meet the business needs for state government. The Board oversaw and assisted state agencies to ensure that information technology projects were successfully planned, managed, and implemented. The ISB also developed, implemented, and maintained computing, telecommunications, and data management policies.



***Assistant Director of Budget Division  
Governors Office of Financial Management, State of Washington  
December 1987-November 1988***

The budget division prepared the Governor's budget proposals, implemented the adopted budget, and monitored agency fiscal trends for compliance with the adopted budget.

I managed the development of the Governors 1988 Supplemental Budget and the Governors 1989-91 Biennial Budget and supervised 34 employees and managed a biennial budget of \$6 million.

***Director  
Democratic Policy Office, Washington State House of Representatives  
January 1985-1987***

The policy office conducted policy research and developed legislative budget and policy options for the Democratic Caucus and individual members of the House. I managed eight employees.

***Budget and Policy Analyst  
Democratic Policy Office, Washington State House of Representatives  
January 1979-1985***

As an analyst, I primarily developed policy alternatives to address issues confronting the Legislature. Analyzing the alternatives required researching state and national economic and political trends, developing policy options, drafting legislation, presenting analysis and options to legislative members, and assisting members in developing and implementing legislative strategies.

# JAMES D. HEDRICK

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## GOVERNMENT AFFAIRS CONSULTANT

*State Legislative Advocacy & Strategic Governmental Affairs Services*

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Mr. Hedrick has over twenty years of experience in the Washington State legislative and public policy venue as a fiscal analyst, legislative advocate and political advisor to the Governor, state agency directors and legislative officials. His extensive knowledge in managing and lobbying issues includes: health care, Medicaid reimbursement, operating and capital budgets, taxation, and economic development. Mr. Hedrick was particularly instrumental in influencing the Governor and the legislature to increase hospital Medicaid in-patient reimbursement rates in the 2007-09 budget cycles. In addition, Mr. Hedrick has proven leadership skills in developing and implementing strategies to address complex issues within a large multi-discipline organization, requiring effective collaboration with both external and internal stakeholder groups. His extensive personal relationships in both the executive and legislative branches of government make Mr. Hedrick a significant asset when pursuing public policy objectives in Washington State.

Demonstrated success record in:

- **Policy development and legislative strategy;**
  - **Strong working relationships with state leaders and regulatory officials;**
  - **Advocacy on significant policy and budget issues;**
  - **Identifying and prioritizing political challenges and opportunities;**
  - **Managing complex issues in a multi-faceted environment.**
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## HIGHLIGHTED LEGISLATIVE & CAREER ACHIEVEMENTS

- **Hospital Safety Net Assessment** – a part of advocacy effort to secure legislative enactment of the hospital safety net assessment in 2010 leveraging more federal Medicaid financing to Washington hospitals.
- **Expansion of Life Sciences at Riverpoint Campus** – successfully lobbied operating and capital budget appropriations for expansion of the intercollegiate nursing program, life sciences facilities, and the first expansion of the University of Washington School of Medicine in over 35 years in Spokane.
- **Governor's Distinguished Management Leadership Award** – recognized by Governor Locke in 2004 leading the new process for integrating the statewide legislative review and strategic process within the Washington State Office of Financial Management (OFM).
- **Aerospace 787 Legislative Package** – successfully led the lobbying effort and policy development in 2003 for the statewide response to Boeing Company's response for proposal (RFP) for the assembly of the Boeing 787 Dreamliner.
- **Governor's Management Team** – member of Governor's Budget & Policy Team and Legislative Strategy Team from 1998-2005. Responsible for developing executive branch public policy objectives, briefing the governor and making policy and budget recommendations, deriving strategic direction to governor's legislative agenda and setting executive policy.

**PROFESSIONAL EXPERIENCE**

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Final Passage, Inc. -- Governmental Affairs Consulting

December 2004 – Present

***Government Affairs and Public Policy Development Consultant***

**Clients:**

Advanced Medical Technologies Association (AdvaMed)

Aerospace Futures Alliance of Washington (AFA)

Avista Corporation

Bally Technologies

Building Owners and Managers Association (BOMA)

Community Health Network of Washington (sub-contract/Two Medicine Communication)\*

Elite Home Care\*

City of Everett\*

Port of Everett \*

Forever Green\*

Greater Spokane Incorporated \*

City of Kent

Assoc. of Washington Public Hospital Dists. (sub-contract/Two Medicine Communication)\*

Washington State Hospital Association (sub-contract/Two Medicine Communication)\*

Martinac Ship Building Corporation

Spokane Intercollegiate Research and Technology Institute\*

City of University Place

Port of Walla Walla

Washington Film Works\*

Yakima Indian Nation

\*active client

Washington State Office of Financial Management

January 2001 – December 2004

***Director of Legislative Affairs***

- Represented the director of the Office of Financial Management (OFM) before the legislature, public hearings, and legislative forums relevant to budgetary policy and state budgetary issues.
- Advocated legislation necessary to implement the Governor's budget and policy objectives.
- Advised the Governor and the OFM Director on legislative strategy and managed collaboration among the external groups that influence the Governor's interests.
- Managed the organizations relations with legislators, local governments, business groups, non-profit organizations, and legislative staff.
- Conducted public presentations to external groups with interests ranging from state budget policy, higher education, K-12 education, finance, transportation, and business issues.
- Supervised and lead a team of communication, policy and research personnel to advance the goals of legislative affairs.

Office of the Governor, Washington State  
July 2000 - January 2001

***Acting Director of Legislative Affairs***

- Advised the Governor on legislative and political strategy and represented him in the legislative venue.
- Developed and implemented plans to advance the Governor's budget and policy initiatives in the state legislature.
- Managed the overall coordination of the Governor's policy development and legislative agenda.
- Monitored external groups and other special interests to determine their policy initiatives in order to advise the Governor and make recommendations on their issues.
- Reviewed and made recommendations on all legislation sponsored by state agencies to create sound public policy, consistent with the Governor's political interests and budget goals.

Washington State Office of Financial Management  
September 1998 – July 2000

***Senior Executive Policy Assistant***

- Advised the State Budget Director and budget staff on political and legislative strategy.
- Conducted public presentations to external groups with interests in budget and taxation issues.
- Developed policy proposals on a wide-range of issues including higher education, tuition policy, environment, taxation, human services and contracting with the private sector.
- Managed the organization's interaction with the legislature including writing testimony, determining issues on which to focus human resources, and develop plans to advance the Governor's interests.
- Advocated legislation necessary to implement the Governor's budget and policy objectives.

Washington State Department of Revenue  
December 1996 - September 1998

***Legislative Coordinator / Liaison***

- Advocated legislation at the request of the Department to fulfill their tax policy and administrative objectives.
- Managed the Department's legislative program, including developing legislative strategy, preparing all legislative testimony, and providing technical assistance to legislators, and legislative counsel.
- Directed the development of tax policies, programs and initiatives to promote the Governor's political and policy agenda.
- Analyzed and composed issue briefs on tax issues as requested from the legislature, business interests, non-profit interests and other private sector interests.
- Researched and made recommendations on constituent requests for analysis and fiscal impacts on complex taxation issues.

Washington State House of Representatives  
October 1989 - December 1996

***Research Analyst***

- Analyzed legislative proposals to determine fiscal impacts using appropriate research methods and evaluated the fiscal impact of policy changes on state agency operations.
- Composed policy briefs on a wide range of fiscal and policy issues including operating expenditures, higher and K-12 education, capital facilities, transportation and business.

- Drafted legislation and amendments for legislators.
- Advised legislators on political strategy and legislative the process.

#### **PROFESSIONAL ORGANIZATIONS / AWARDS**

- **City of Ruston Councilmember, 2007 – present.**
- **Member, Tyee Club, University of Washington, 2007- present.**
- **City of Ruston Planning Commission, 2005-2007.**
- **Governor's Distinguished Management Association, 2004-2005.**
- **Governor's Distinguished Management Leadership Award, 2004.**
- **Western Financial Officers Association, 1993-1998.**
- **Team Leader, Washington State Redistricting Staff, 1992.**

#### **EDUCATION**

- **Bachelor of Arts, Political Science, University of Washington, August 1989.**
- **Cascade Center for Public Service, Executive Management, Evans School of Public Affairs, University of Washington, July 2003.**