



REQUEST FOR PROPOSALS

State Legislative Advocacy Services

RELEASE DATE: May 3, 2018

DUE DATE: May 22, 2018 at 2:00 PM PT

INTRODUCTION

The City of Sammamish, Washington invites proposals from qualified consultants experienced in legislative and state regulatory operations who are interested in providing professional state lobbyist services to further the City's legislative goals and priorities. The selected consultant will work with the City to develop state legislative agendas and work with legislators, agency and department staff to advance the City's legislative priorities in Olympia, monitor the state's appropriations cycles and grant deadlines and other appropriate state activities.

The deadline for submittal of proposals is May 22, 2018 at 2:00 PM PT.

DELIVERY INSTRUCTIONS

One hard copy and one electronic copy (on a CD or USB drive) of the proposal must be mailed or hand delivered to the RFP Delivery address listed below no later than the deadline. All proposals must be sealed in an opaque envelope and clearly marked "State Legislative Advocacy Services." The official clock for submissions is located at City Hall (address listed below). Vendors accept all risks of late delivery of mailed proposal regardless of fault. Proposals received by the City after the posted deadline will not be considered for selection. No faxed or emailed proposals will be accepted.

RFP Delivery Address:

Sammamish City Hall
Re: State Legislative Advocacy Services
801 - 228th Ave SE
Sammamish, WA 98075

BACKGROUND

The City of Sammamish incorporated on August 31, 1999, and operates as a noncharter optional code city with a Council–Manager form of government. The City Council is comprised of seven members, elected at large by the citizens of Sammamish. They are part-time officials who exercise the legislative powers of the city and determine matters of policy. The Mayor is a Councilmember selected by the Council to chair meetings, authenticate documents and serves as the ceremonial head of the city. The Council is supported by several advisory boards and commissions. The Council appoints a full-time City Manager who is the head of the executive branch and serves as the professional administrator of the organization, coordinating day-to-day activities.

The City serves a population of approximately 62,000 and provides a full range of municipal services including:

- Police protection (contracted from the King County Sheriff)
- Fire protection (contracted from Eastside Fire & Rescue)
- Parks and Recreation
- Public Works
- Community Development
- General Administrative Services

For 2018, there are approximately 115 full-time employees of the City, excluding seasonal workers.

SCOPE OF WORK

Please see **Attachment A** for the preliminary scope of work.

PROPOSAL REQUIREMENTS

Proposals shall include the following information:

1. **Executive Summary:** Summarize your proposal and include your firm’s contact information.
2. **Methodology:** Explain your approach to assisting the City in advancing its goals and priorities.
3. **Pricing:** Provide information on your firm’s proposed fee schedule.
4. **Qualifications:** Identify the individual you propose to assign as lead lobbyist and all members of the project team. Include a statement of qualifications and/or resume for each member.
5. **Experience:** Describe your experience leading strategic initiatives and efforts to further your clients’ goals, preferably with cities.
 - a. **Outcomes:** Provide examples of successful legislative outcomes achieved for your clients (preferably cities) within the past 3 years, and describe how your efforts contributed to those outcomes. Include the date each outcome was achieved.

6. **References:** Include a list of references, with contact information, of at least 3 current contracts, within the last 3 years. Municipal references are preferred.
7. **Client List:** Provide a current listing of all clients utilizing your lobbyist services.
8. **Work Samples:** Provide samples or electronic links to samples of documents you have produced that are similar to the documents your firm would provide under this contract, including a weekly report to a client during legislative session.

The Proposal shall not exceed 20 pages (10 double-sided sheets of paper). The front cover, back cover, and work samples may be in addition to the 20-page limit. All costs for developing proposals in response to this RFP are the obligation of the consultant and are not chargeable to the City.

SELECTION CRITERIA

Proposals will be evaluated based on the following criteria:

Evaluation Criteria	Weight
Staff expertise and overall experience of personnel assigned to the work.	15
Thoroughness and understanding of the tasks to be completed. Overall content quality and responsiveness to RFQ requirements.	25
Background and experience with similar projects.	30
Cost.	30
Total	100

SCHEDULE

The following is an outline of the selection procedure and a *tentative* time schedule:

EVENT	DATE
Release RFP	May 3, 2018
Questions due	May 17, 2018
Deadline for submission of proposals	May 22, 2018 at 2:00 pm
Proposal evaluation complete	May 31, 2018
City interviews short-listed vendors*	TBD

*The City reserves the right to select a firm from submitted proposals alone.

CONTRACT

Upon selection of a consultant, the City intends to enter into an agreement using its standard Consulting Services Agreement, which shall be used to secure these services. See **Attachment B** for a sample contract.

DISCRETION AND LIABILITY WAIVER

The City reserves the right to reject all proposals or to request and obtain supplementary information as may be necessary for the City to analyze the proposals pursuant to the consultant selection criteria listed above.

The consultant, by submitting a response to this RFP, waives all right to protest or seek any legal remedies whatsoever regarding any aspect of this RFP.

CITY'S RESPONSIBILITIES

The City may provide the consultant with additional documents and information pertaining to this RFP, as appropriate.

CONTACTS

All communication concerning this RFP should be directed in writing to the RFP Coordinator listed below. Any oral communications will be considered unofficial and non-binding on the City.

Debbie Beadle
Sr. Executive Assistant, City Manager's Office
801 228th Ave SE, Sammamish, WA 98075
Phone: (425) 295-0550
Email: DBeadle@Sammamish.us

Questions regarding this RFP must be received by the date listed in the "Schedule" section of this RFP. Answers to questions received by this date will be posted on the City's website under "Community News."

ATTACHMENTS

- A. Preliminary Scope of Work
- B. Sample Professional Services Contract
- C. 2018 City of Sammamish Legislative Priorities

**ATTACHMENT A:
PRELIMINARY SCOPE OF WORK**

Note: This preliminary scope of work is presented as a reference. The selected consultant will work with the City to develop the final scope of work.

The consultant shall:

- Assist in the development of priority State legislative objectives for the City of Sammamish. Strategies shall be developed and implemented in order to successfully promote the City's legislative objectives; such strategies shall be consistent with the City's Legislative Agenda;
- Represent the City's legislative objectives to members of the Washington State Legislature, the Governor's Office, and appropriate legislative committees, state agencies, legislative staff, major public interest groups, and coalitions;
- Maintain effective relationships with members of the Washington State Legislature, the Governor's Office, and appropriate legislative committees, state agencies, legislative staff, major public interest groups, and coalitions;
- Monitor State legislation, legislative committees, state agencies, rulemaking, and the activities of appropriate interest groups which pertain to the stated interests, goals, and objectives of the City;
- Recommend appropriate City action regarding pertinent legislation;
- Identify opportunities for City staff and elected officials to testify before legislative committees and subcommittees with respect to proposed legislation; communicate such opportunities to the City Manager or designee, in a timely manner; assist in preparation of testimony to be given; and as requested, testify on behalf of the City;
- Attend meetings of the City Council and City staff, as may be requested by the City Manager, or designee, in order to brief City officials on legislative activities;
- Provide written and oral reports to the City Manager and City Council, as mutually agreed upon, in order to inform the City regarding the status of pertinent legislation and of the lobbying activity/efforts of the Consultant;
- Provide support on City efforts and initiatives beyond the legislative session to position the City to advance its objectives.

**ATTACHMENT B:
SAMPLE PROFESSIONAL SERVICES CONTRACT**

**CITY OF SAMMAMISH
AGREEMENT FOR SERVICES**

Consultant: SAMPLE

This Agreement is entered into by and between the City of Sammamish, Washington, a municipal corporation, hereinafter referred to as the "City," and , hereinafter referred to as the "Consultant."

WHEREAS, the City desires to have certain services performed for its citizens; and

WHEREAS, the City has selected the Consultant to perform such services pursuant to certain terms and conditions;

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. **Scope of Services to be Performed by Consultant.** The Consultant shall perform those services described in Exhibit "A" of this agreement. In performing such services, the Consultant shall comply with all federal, state, and local laws and regulations applicable to the performance of such services. The Consultant shall perform services diligently and completely and in accordance with professional standards of conduct and performance.
2. **Compensation and Method of Payment.** The Consultant shall submit invoices for work performed using the form set forth in Exhibit "B".

The City shall pay Consultant:

[Check applicable method of payment]

 According to the rates set forth in Exhibit " _ " "

 A sum not to exceed \$

 Other (describe): _____

The Consultant shall complete and return to the City Exhibit "C," Taxpayer Identification Number, prior to or along with the first invoice submittal. The City shall pay the Consultant for services rendered within ten days after City Council approval.

3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon execution and ending [DATE], unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.
4. **Ownership and Use of Documents.** Any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not
5. **Independent Contractor.** The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. The Consultant will solely be responsible for its acts and for the acts of its agents, employees, subconsultants, or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.
6. **Indemnification.** Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to

property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

Furthermore, should subcontracting be agreed to by the parties, the Consultant shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Consultant-provided insurance as set forth herein, except the Consultant shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Consultant shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as the Insurance Services Office Additional Insured endorsement CG 20 38 04 13.

7. Insurance.

A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of such services, or bodily injury to persons or damages to property, caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance shall not be cancelled by either party except after thirty (30) days prior written notice has been given to the City

Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

8. Record Keeping and Reporting.

A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

B. The foregoing records shall be maintained for a period of seven years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.

9. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review, or audit by the City during the performance of this Agreement.

10. Termination.

A. This City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City

B. In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.

C. This Agreement may be cancelled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.

D. The Consultant reserves the right to terminate this Agreement with not less than fourteen days written notice, or in the event that outstanding invoices are not paid within sixty days.

E. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

11. Discrimination Prohibited. The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.

12. Assignment and Subcontract. The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

13. Conflict of Interest. The City insists on the highest level of professional ethics from its consultants. Consultant warrants that it has performed a due diligence conflicts check, and that there are no professional conflicts with the City. Consultant warrants that none of its officers, agents or employees is now working on a project for any entity engaged in litigation with the City. Consultant will not disclose any information obtained through the course of their work for the City to any third party, without written consent of the "City". It is the Consultant's duty and obligation to constantly update its due diligence with respect to conflicts, and not the City's obligation to inquire as to potential conflicts. This provision shall survive termination of this Agreement.

14. Confidentiality. All information regarding the City obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination.

15. **Non-appropriation of funds.** If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.

16. **Entire Agreement.** This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

17. **Notices.** Notices to the City of Sammamish shall be sent to the following address:

City of Sammamish
801 228th Avenue SE
Sammamish, WA 98075
Phone number: (425) 295-0500

Notices to the Consultant shall be sent to the following address:

Company Name _____
Contact Name _____
Street Address _____
City, State Zip _____
Phone Number _____
Email _____

18. **Applicable Law; Venue; Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee, shall be included in the judgment.

The Consultant will be required to obtain a City of Sammamish business license prior to performing any services and maintain the business license in good standing throughout the term of its agreement with the City. A city business license application can be found at: <http://www.bls.dor.wa.gov/cities/sammamish.aspx>."

19. **Severability.** Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

CITY OF SAMMAMISH, WASHINGTON

CONSULTANT

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest/Authenticated:

Approved As To Form:

City Clerk

City Attorney

City of Sammamish

2018 Legislative Priorities

S

Salmon Passage Culvert Improvement Grants

Many culverts in the City and across the state were designed in a way that created barriers for fish passage. Extensive scientific research has confirmed that these culverts are harmful to fish and that significant benefits are realized when they are replaced using modern design standards and the latest construction techniques. The City requests \$5.5 million in grant funding for the following projects, both of which are identified in the current Lake Washington/Cedar/Sammamish Watershed (WRIA 8) Four Year Work Plan:

George Davis Creek Culvert Improvements (\$3.5M)

Removal of two fish passage barriers, which will open up access to over 0.5 mile of newly accessible, undeveloped, ideal habitat for kokanee salmon.

Ebright Creek Culvert Improvements (\$2.0M)

Removal of a partial fish passage barrier. This creek is one of three remaining primary streams in which native Lake Sammamish kokanee have been observed.

A

Annexation of Park District Areas - End Double Tax

There is no mechanism in State law allowing unincorporated properties annexed into a city to be removed from park district taxation, even though the municipality is then responsible for providing parks services. This results in double taxation to the homeowner. Ideally this situation should be treated similarly to annexations from a fire district to a city. The operating property tax levy should shift to the city and any bonded debt should remain with the property until extinguished. The City strongly encourages the State Legislature to end this double taxation.

M

Metro Monopoly Lifted

Nearly 97% of Sammamish workers commute outside of the city for work. Limited public transportation options exist in Sammamish, so most residents are forced to commute in personal cars, exacerbating regional traffic issues. Alternative options are needed, but State regulations limit the City's ability to partner with private sector providers to supplement Metro services. The City requests that the State Legislature take measures to lift the King County Metro/Sound Transit monopoly and amend State law so that public/private partnerships may be formed to provide shuttle services.

The City of Sammamish strongly encourages the State Legislature to also support the legislative priorities identified by the Association of Washington Cities (AWC) and the Sound Cities Association (SCA).